



INDIAN OIL CORPORATION LIMITED
(MARKETING DIVISION)

**LPG MARKETING TERMINAL PROJECT
AT
PARADIP (ORISSA)**

TENDER DOCUMENT

FOR

**CONSULTANCY SERVICES FOR PROJECT MANAGEMENT,
BASIC & DETAILED ENGINEERING, COST ESTIMATES,
PREPARATION OF TENDER PACKAGES, CONSTRUCTION
MANAGEMENT, SUPERVISION AT SITE AND OTHER SERVICES
INCLUDING ASSISTANCE IN START-UP, COMMISSIONING &
PERFORMANCE TEST RUNS FOR LPG MARKETING TERMINAL
PROJECT AT PARADIP (ORISSA).**

TENDER NO: LPG/ENG/PT- 252/2010

PART – I (TECHNO COMMERCIAL)

Prepared and Issued By:
**LPG-ENGINEERING DEPARTMENT
INDIAN OIL CORPORATION LTD.
(MARKETING DIVISION)
G-9 ALI YAVAR JUNG MARG, BANDRA (EAST),
MUMBAI – 400051**

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CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, BASIC & DETAILED ENGINEERING, COST ESTIMATES, PREPARATION OF TENDER PACKAGES, CONSTRUCTION MANAGEMENT, SUPERVISION AT SITE AND OTHER SERVICES INCLUDING ASSISTANCE IN START-UP, COMMISSIONING & PERFORMANCE TEST RUNS FOR LPG MARKETING TERMINAL PROJECT AT PARADIP (ORISSA).

TENDER NO: LPG/ENG/PT-252/2010

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OIL CORPORATION LTD.(MD)
ERING, HEAD OFFICE, MUMBAI
R NO: LPG/ENG/PT-252/2010

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NOTICE INVITING TENDER

Sealed **tenders** in two bid system, (Part-I i.e. Techno-Commercial Bid and Part-II, i.e. Price Bid) are invited from reputed, established and financially sound parties for carrying out below mentioned work. A set of tender document containing two (2) copies marked "ORIGINAL" and "TENDERER'S COPY" is enclosed for submission of your offer.

1.0 Brief details of the work are as under:

1.1	NAME OF WORK	CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, BASIC & DETAILED ENGINEERING, COST ESTIMATES, PREPARATION OF TENDER PACKAGES, CONSTRUCTION MANAGEMENT, SUPERVISION AT SITE AND OTHER SERVICES INCLUDING ASSISTANCE IN STARTUP, COMMISSIONING & PERFORMANCE TEST RUNS FOR LPG MARKETING TERMINAL PROJECT AT PARADIP (ORISSA)..
1.2	TENDER NO.	LPG/ENG/PT-252/2010
1.3	COST OF TENDER DOCUMENT/TENDER FEE	Rs 2000/- (Non refundable/Non-transferable)
1.4	EARNEST MONEY DEPOSIT	RS. 5.20 LAKHS (RUPEES FIVE LAKHS TWENTY THOUSAND ONLY)
1.5	ESTIMATED COST	Rs. 5.34 CRORES
1.6	SALE OF TENDERS (between 1000 Hrs to 1430 Hrs on working days)	
	a) starts on	03.03.2010 at 1000 Hrs.
	b) Closes on	05.04.2010 at 1430 Hrs.
1.7	CONFIRMATION OF TENDER DOCUMENT DOWNLOADED FROM WEBSITE	05.04.2010 at 1500 Hrs
1.8	PRE-BID MEETING	ON 07.04.2010 AT 11.00 A.M, IN LPG ENGINEERING DEPTT. IN 1st FLOOR, INDIAN OIL BUILDING AT MUMBAI.

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1.9	TIME OF COMPLETION	26 MONTHS (26 MONTHS FOR MECHANICAL COMPLETION OF ENTIRE PROJECT + 1 MONTHS FOR COMMISSIONING + 4 MONTHS AFTER MECHANICAL COMPLETION OF THE PROJECT FOR SETTLEMENT OF BILLS AND HANDING OVER ETC.)
110	LAST DATE & TIME FOR SUBMISSION OF TENDER (PART-I & PART-II)	ON 12. 04.2010 UPTO 3.00 P.M
1.11	DATE AND TIME FOR OPENING OF TENDER	PART-I i.e. TECHNO-COMMERCIAL PART OF THE TENDER SHALL BE OPENED ON THE SAME DAY I.E ON 12.04.2010 AT 3.30 PM IN THE PRESENCE OF AUTHORISED ATTENDING REPRESENTATIVES OF TENDERERS. PART-II (PRICE PART) SHALL BE OPENED LATER.
1.12	TENDERS TO BE SUBMITTED TO	IN THE BOX PLACED OUTSIDE THE OFFICE TO: DY. GENERAL MANAGER (LPG-ENGG) INDIAN OIL CORPORATION LTD. LPG DEPARTMENT, 1 ST FLOOR, INDIAN OIL BUILDING, G-9, ALI YAVAR JUNG MARG, BANDRA (EAST) MUMBAI-400051

2.0 Parties, who are meeting the following qualifying parameters as per details mentioned below, only need to apply:

<u>Qualifying Parameters</u>	
1	Tenderer should have ISO 9000:2000 Certification or equivalent established Quality Management System Certification.
2	Should have successfully completed <i>similar works</i> during last 7 years ending 31th December 2009 should be either of the following:
	a) Three similar completed works each costing(inclusive of taxes, duties etc.) not less than the amount equal to Rs. 2.13 Crores OR
	b) Two similar completed works each costing (inclusive of taxes, duties etc.) not less than the amount equal to Rs. 2.67 Crores OR
	c) One similar completed work costing (inclusive of taxes, duties etc.) not less than the amount equal to Rs.4.27 Crores.
3	Average Annual Financial Turnover during the last 3 years, ending 31st March 2009 should be at least Rs.160 lacs . Tenderer has to produce audited balance sheet & Profit & Loss statement duly certified by chartered Accountant etc. along with tender offer.

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Definition of Similar Works

The tenderer OR Single Bidder should have experience as Engineering & Project Management Consultant in complete Design & Engineering (Civil /Mechanical /Electrical /Instrumentation etc.), Planning, Procurement, Inspection, Quality Control Assurance, Construction supervision and commissioning of Hydro Carbon Installation/Terminal/Refinery/ Plants involving Pressurised or cryogenic pipelines / Pressurised or cryogenic storage vessels .

The experience of the tenderer for Engineering & Project Management Consultancy Services as per above requirement must be of their own and not with the support of another party/ parent company/subsidiary/partner firm/group firm/backup consultant etc.

NOTE: The annual turnover is taken for last three financial years. If it is mentioned “Nil” by the tenderer for a particular year, or details not provided, it shall be considered as zero for computing average turnover. Tenderer should not have continuous losses in last three financial years as per respective audited balance sheet & Profit /loss statements.

3.0 Mobilisation Advance as per tender terms & condition will be given for this work if specified by the tenderer in bid and accepted by IOCL. The amount, rate of interest and terms of repayment are as stipulated in Conditions of Contract specified in tender document.

4.0 Public sector undertakings (Central/ State), JVs of IOCL and as per MSME Act 2006(or erstwhile NSIC registered parties) are exempted from payment of Tender Document Fee and Earnest Money Deposit.

5.0 The corporation reserves its right to allow purchase preference to the JVs subsidiaries & wholly owned subsidiaries companies of IOC.

6.0 Tender documents can be purchased against payment of tender fee (Non-refundable) of **Rs. 2000/-** by Demand Draft/Bankers Cheque/ Pay order in favour of **Indian Oil Corporation Ltd., (Marketing Division)**, payable at State Bank of India, Mumbai on any working day between 1030 hrs to 1430 hrs (Excluding Saturday/Sunday/Holiday). Request for Tender documents should be sent to:

Dy. General Manager(LPG-ENGG.)
Indian Oil Corporation Ltd.,
(Marketing Division)
Indian Oil Bhavan,
1st Floor, G-9, Ali Yavar Jung Marg,
Bandra (East), Mumbai - 400 051 (INDIA).
FAX – 0091-22- 26427333

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ENGINEERING, HEAD OFFICE, MUMBAI
REF NO: LPG/ENG/PT-252/2010

1.0 The Corporation is not responsible for any Postal / Courier delays if document is sought by post/courier.

8.0 Tender documents are available on our website: www.indianoiltenders.com and can be downloaded from website. **In case the tender documents are downloaded from website, no tender fee is required to be deposited alongwith the tender submission.**

9.0 Pre-Bid Conference will be held on **07.04. 2010** at 1100 hrs. at 1st FLOOR ,LPG ENGINEERING DEPARTMENT,INDIAN OIL CORPORATION LIMITED, MARKETING DIVISION , HEAD OFFICE,G-9, ALI YAVAR JUNG MARG, BANDRA(EAST), MUMBAI-400051.

10.0 The tender shall be submitted in the manner as described in Instructions To Bidders (ITB) of the tender document.

11.0 Earnest Money Deposit (EMD) mentioned above shall be paid by way of Crossed Demand Draft or Bank Guarantee from any Bank recognized as Scheduled Bank by Reserve Bank of India, in favour of Indian Oil Corporation Ltd. (Marketing Division), payable at Mumbai. The Bank Guarantee towards EMD shall be furnished on non-judicial stamp paper of appropriate value not less than Rs.100/- (Rupees One Hundred only) and in the prescribed Form enclosed in Tender Document. The Bank Guarantee against EMD shall be kept valid for a period of **6 (Six) months from the date of opening of Tender. Tenders without Earnest Money & Tender fee are liable to be rejected.**

12.0 During opening of Techno-commercial part (i.e. Part-1), the name of Tenderers who have submitted their offers alongwith details of Earnest Money Deposit will only be read out and no other information/details whatsoever, will be read out.

13.0 IOCL reserve the right to accept or reject any tender in part or full, without assigning any reason whatsoever.

14.0 The subject work is indivisible and shall be awarded to single successful bidder.

15.0 Tender documents are non-transferable.

16.0 The offer of the Tenderer shall be valid for a period of 4 (Four) months from the last date of submission of Tender / revised offer (if any).

17.0 The selected tenderer /Engineering & Project Management Consultant (**EPMC**) or their subsidiary company shall not be allowed to bid for any Contracts in the Project including Supply Contracts for the Project. The CONSULTANT shall not undertake any activity, which is to be performed directly/ indirectly by the Contractors/ Suppliers and is the direct/ indirect responsibility of the Contractors/ Suppliers.

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10.9 The tenderer shall ensure that completed tender is delivered to Dy. General Manager(LPG-ENGG.), Indian Oil Corporation Ltd., First Floor, Indian Oil Bhavan ,G-9, Ali Yavar Jung Marg, Bandra(E), Mumbai –400051, INDIA or dropped in the tender box provided at the premises of LPG-Engg. Deptt, Indian Oil Corporation Ltd., First Floor, Indian Oil Bhavan ,G-9, Ali Yavar Jung Marg, Bandra(E), Mumbai –400051, INDIA before the tender closing hours as mentioned above. IOCL takes no responsibility for postal delay or non-delivery/non-receipt of tender documents sent by post/ courier. Telex /Telegraphic/Fax /E-mail offer shall not be accepted. Late receipt on any account shall be treated invalid and hence, will not be opened.

Tenders marked "**Technical Bid with Commercial Terms without price**" will be opened on respective due date and time in presence of Bidders at the above mentioned address.

NOTE: 1. TENDER WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

2. All intending bidders who view / download the tender document are advised to visit our website till the end date of sale of tender document for any changes or addendums.
3. Tenderer should quote for all the items in the form of schedule of rates. Offer of tenderer who does not quote for all items shall be liable for rejection

Deputy General Manager (LPG-ENGG)
Indian Oil Corporation Limited
(Marketing Division)
G-9, Ali Yavar Jung Marg,
Bandra(East),
Mumbai-400051
Telephone no.: 91-22- 26447155

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Indian Oil Corporation Limited,
(Marketing Division)
Head Office

Indian Oil Bhavan, 1st Floor, G-9, Ali Yavar Jung Marg, Bandra (East),
Mumbai - 400 051

PUBLIC TENDER NOTICE

NIT No./ Name of the work	Tender documents Sales period	Contact Person
<u>LPG/ENG/PT-252/2010</u> CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, BASIC & DETAILED ENGINEERING, COST ESTIMATES, PREPARATION OF TENDER PACKAGES, CONSTRUCTION MANAGEMENT, SUPERVISION AT SITE AND OTHER SERVICES INCLUDING ASSISTANCE IN START- UP, COMMISSIONING & PERFORMANCE TEST RUNS FOR LPG MARKETING TERMINAL PROJECT AT PARADIP (ORISSA).	03.03.2010 To 05.04.2010	SR. MANAGER (LPG- ENGG) Tel.No:022-26447296 /7155 E-mail Mail - jbose@indianoil.co.in
Please visit our website www.indianoiltenders.com for further details		

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CHECK LIST FOR SUBMISSION OF OFFER

Tenderers are requested to duly fill-in this check list. The check-list, signed and stamped on each page by the person(s) signing the tender must be submitted along with the Techno-commercial part of the tender and also ensure that all details/documents have been furnished as called for in this tender.

Please tick the box and ensure compliance:

1.0 **TENDER FEE of Rs 2000/-** is submitted in form of DD in favour of INDIAN OIL CORPORATION LTD(MD) ,payable at Mumbai
 DD No. Dated

2.0 **EARNEST MONEY DEPOSIT (EMD)** of requisite amount is submitted **in the form of DD / BG** from any Scheduled Bank as mentioned in NOTICE INVITING TENDER(NIT) in separate sealed envelope marked **ĖEarnest Money Deposit and valid instruments against the EMD shall be enclosed with Techno-commercial Bid only.**

EMD value: Rs.

(Rupees)

) Submitted in the form of

Issuing Bank :

BG /DD No: DT. :

Validity of BG Ė upto

3.0 a) **Validity of offer** is upto 4 (Four) months from the date of opening of Tender. Bank Guarantee against EMD shall be kept valid for a period **of 6 (Six) months from the date of opening of Tender.**

Yes ☐

Valid Upto

b) Whether Tenderer agrees the tender specified Time of completion for the works i.e. **30 MONTHS((26 MONTHS FOR MECHANICAL COMPLETION OF ENTIRE PROJECT + 1 MONTHS FOR COMMISSIONING + 4 MONTHS AFTER MECHANICAL COMPLETION OF THE PROJECT FOR SETTLEMENT OF BILLS AND HANDING OVER ETC.)**

Yes ☐

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Whether the following details have been furnished by tenderer :

- i) Proposed Site Organisation/Design Office Organisation.

Submitted

☐

Ref:_____

- ii) Qualification and Experience of Resident Engineer/Site-in- Charge and other key personnel have been mentioned in the site organisation chart.

Yes

☐

Ref:_____

- iii) Number of Key Personnel under different heads has been mentioned in the Site Organisation Chart.

Yes

☐

Ref:_____

- iv) Site Organisation Chart includes qualified and experienced Quality Control Engineer, Planning Engineer and Safety Officer.

Yes

☐

Ref:_____

- v) Details of progressive built-up of personnel at site.

Submitted

☐

Ref:_____

- vi) Notarized copy of audited Balance Sheet & P&L statement with auditor's report for last three financial years i. e 2006-07,2007-08 & 2008-09.

Submitted

☐

- vii) Notarized copy of work orders for similar works executed during last seven years ending 31.12.2009.

Submitted

☐

- viii) Notarized copy of completion certificates for similar works executed during last seven years ending 31.12.2009.

Submitted

☐

- ix) Notarized copies of Income Tax Assessment order or proof of filing Income Tax for past three assessment years i.e. 2007-08, 2008-09 , 2009-10.

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Submitted

- x) Copy of Provident Fund Registration Certificate & PF Registration no.

Submitted

- xi) Solvency certificate from Banker in original.

Submitted

- xii) Notarized copies of Memorandum of Association /Article of Association/Certificate of Incorporation/Certificate of Commencement of Business/Joint Venture Agreement as amended up to/Date of Subsidiary Agreement, if any/Partnership Deed (for Partnership Company)/Affidavit for Proprietorship firm

Submitted

- 5.0 **Power of Attorney** in favour of person who has signed the offer in stamp paper of appropriate value.

Submitted

- 6.0 **Information about Tenderer** in the Performa given in **Appendix-I** to ITB.

Submitted

- 7.0 An **Overall Schedule** in the form of Bar Chart, clearly indicating all important milestone and activities proposed.

Submitted

Ref: _____

- 8.0 Tentative **Quality Assurance** Plan

Submitted

- 9.0 **Information on HSE**

(STAMP AND SIGNATURE OF TENDERER)

10.0 Declaration regarding **relationship with any Director of IOCL.**

Not Applicable ☐

Submitted ☐

11.0 Confirm that the tenderer has not taken exception or proposed any deviation to any technical, commercial or contractual condition in the tender documents (in case deviations have been taken, please mention. Also ensure that the deviations have been submitted in the form as per Performa enclosed **(Appendix-II to ITB)** in the bidding document.

Yes ☐

12.0 All the documents furnished are readable/legible.

Yes ☐

13.0 Original Tender/Bidding document alongwith blank (Unpriced) copy of Price Bid/Schedule of Rates and addendum/corrigendum, if any.

Submitted ☐

14.0 Original Copy of Tender /Bid Drawings.

Submitted ☐

15.0 Commercial Questionnaire/other questionnaire duly replied for each query (if specifically asked for in the tender/bidding document).

Submitted ☐

Not Applicable ☐

16.0 All pages of the bid submitted have been consecutively numbered, signed and stamped by the authorised person(s) and indication given on the front page of the bid as to the number of pages contained in the bid.

Yes ☐

17.0 Have it been ensured that there are no over writings and white fluid is not used for correction in this bid? Have all the corrections been properly attested by the person signing the bid?

Yes ☐

18.0 Confirm that Prices have been quoted strictly as per the price schedule enclosed with the tender document and Price bid does not contain any condition

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Yes

19.0 Tenderer Confirm that the **rates** have been expressed in both figures and words

Yes

20.0 Tenderer Confirm that the Payment through Electronic Clearing System (ECS) is accepted.

Yes

21.0 Tenderer Furnish its Bank Account Details (Name of Bank, A/c No, City etc) as under :

22.0 Tenderer Confirm that Mobilisation advance is required ?

Yes

No

23.0 Tenderer's proposed mode of submission of security deposit /Performance Guarantee deposit - DD/BG

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IL CORPORATION LTD.(MD)
ERING, HEAD OFFICE, MUMBAI
R NO: LPG/ENG/PT-252/2010

Chapter– 3

PROFORMA FOR UNDERTAKING

To,

Dy General Manager (LPG-ENGG)
Indian Oil Corporation Ltd.
(Marketing Division)
LPG Department,
1st Floor, Indian Oil Bhavan,
G-9 , ALI YAVAR JUNG MARG,
Bandra (East),
Mumbai -400051

NAME OF WORK:

TENDER NO. :

Dear Sir,

We undertake that the contents of above tender document shall be kept confidential and further that the drawing, specifications and documents shall not be transferred and that the said documents shall be used only for the purpose for which they are intended.

We are bidding as requested and furnish following details with respect to our office:

- i) POSTAL ADDRESS: _____
- ii) TELEPHONE NUMBER: _____
- iii) TELEX NUMBER: _____
- iv) TELEFAX NUMBER: _____
- v) CONTACT PERSON: _____
With one alternate name

(STAMP AND SIGNATURE OF TENDERER)



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OIL CORPORATION LTD.(MD)
ERING, HEAD OFFICE, MUMBAI
R NO: LPG/ENG/PT-252/2010

- i) POSTAL ADDRESS: _____

- ii) TELEPHONE NUMBER: _____
- iii) TELEFAX NUMBER: _____
- iv) CONTACT PERSONS: _____
- v) NAME OF AUTHORISED
SIGNATORY IN THE
TENDER WITH
DESIGNATION _____

(STAMP AND SIGNATURE OF TENDERER)



IL CORPORATION LTD.(MD)
ERING, HEAD OFFICE, MUMBAI
R NO: LPG/ENG/PT-252/2010

Chapter– 4

FORM OF TENDER

(To be filled up by the Tenderer)

For Commercial Bid

Ref No.

Date:

From

To
Dy. Gen. Manager(LPG-ENGG)
Indian Oil Corporation Ltd.
(Marketing Division)
Mumbai

Tender No. LPG/ENG/PT-252/2010

Dear Sirs,

Having examined the Tender Documents consisting of the Tender Notice, General Instructions to Tenderers, General Conditions of Contract, Special Instructions to Tenderers, Special Conditions of Contract, Specifications, Plans (Exhibits _____ to _____), Drawings (Exhibits _____ to _____) Time Schedule, Form of Contract, Form of Schedule of Rates, and Addendum(a) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Indian Oil Corporation Ltd. relative to the work tendered for in connection with the _____ (Name of Marketing Division, Project) and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender or the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents.

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INDIAN OIL CORPORATION LTD.(MD)
OPERATING, HEAD OFFICE, MUMBAI
TENDER NO: LPG/ENG/PT-252/2010

In consideration of the sum of Rupee 1/- (Rupee one) only paid to me/us by Indian Oil Corporation Ltd., by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than 4 (four) months from the scheduled date of opening of Tenders as specified in the General Instructions to Tenderers forming part of the Tender Documents. (Bank Guarantee against EMD shall be kept valid for a period of 6 (Six) months from the date of opening of Tender)

I/We hereby further state that I/We/None of us (in the case of partnership firm) and none of our Directors (in the case of a Company) was/were employed as Directors of Indian Oil Corporation Ltd., during the period of 2 (two) years immediately preceding the date hereof OR I/We hereby declare that I/Shri _____ one of our partners (in the case of partnership firm/Directors in the case of a Company) was employed as a Director in Indian Oil Corporation Ltd., during the period of 2 (two) years immediately.

Preceding the date hereof and that I/Shri _____ have/has obtained previous permission of Indian Oil Corporation Ltd. to make this tender.

I/We have annexed to this Bid the following documents:

- (i) Schedule of Rates in the prescribed form.
- (ii) Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of the authority of the person who has signed the Tender.
- (iii) Original Income-tax Clearance Certificate OR copy of Income-Tax Clearance Certificate duly attested by a Gazetted Officer/Notary Public.
- (iv) Audited Annual report of Company including balance sheets & Profit & Loss statement duly attested by a Gazette Officer/Notary Public.
- (v) Information regarding tenderer in the form annexed to the Form of Tender.
- (vi) Information regarding experience of the tenderer in the performance of work of a comparable nature in the form annexed to the Form of Tender.
- (vii) Information regarding construction Organisation and equipment in the form annexed to the Form of Tender.
- (viii) Solvency Certificate from a Nationalized /Scheduled Bank.
- (ix) Set of Tender Documents, as issued duly signed.
- (x) Additional Documents as listed below.

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ERING, HEAD OFFICE, MUMBAI
R NO: LPG/ENG/PT-252/2010

I/We hereby undertake that the statements made herein/information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Indian Oil Corporation Ltd. to avoid any resultant contract.

I/We further undertake as and when called upon by Indian Oil Corporation Ltd. to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

I/We confirm having deposited Earnest Money of Rs. _____
(Rupees _____) as detailed hereunder (Strike off whichever
is not applicable)

(Signature(s) of the Tenderer(s))

Name & Designation of
authorised person
signing the Tender on behalf of
the Tenderer (s)
Full Name and address of the Bidder(s)

Witness :

Signature :

Name :

Occupation :

(STAMP AND SIGNATURE OF TENDERER)



IL CORPORATION LTD.(MD)
ERING, HEAD OFFICE, MUMBAI
R NO: LPG/ENG/PT-252/2010

Chapter – 5

CONFIRMATION OF DOWNLOADING THE TENDER DOCUMENT

TO

**Dy. GENERAL MANAGER(LPG-ENGG)
HEAD OFFICE,
INDIAN OIL CORPORATION LIMITED,
1 ST FLOOR, INDIAN OIL BHAVAN,
G-9, ALI YAVAR JUNG MARG, BANDRA(EAST),
MUMBAI- 400051**

Sir,

Sub: Tender No. LPG/ENG/PT-252/2010.

Kindly refer to your subject tender published on the website www.indianoiltenders.com .

We wish to confirm that we have downloaded the complete tender document from the website. We shall submit the tender document in our own envelopes as per your prescribed specifications for Technical & Commercial Bid and Price Bid separately.

Signature of Tenderer with Seal:

Address:

Phone :

Fax No. :

e-mail address :

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Instruction to the tenderers wishing to download the tender document for subsequent use of the same for submission of offer

- 1) Tenderer may also download the tender document available in website: www.indianoiltenders.com, for participation of the tender process. The printout of the downloaded tender document from the website shall be taken on A-4 size paper and the details are to be entered as per the requirement of the tender. It is advisable that the downloaded tender document to be printed through a laser printer.
- 2) This tender document (in full) downloaded alongwith various documents required as per the pre-qualifications and General Conditions of Contract and other details as per tender is required to be submitted as per the tender conditions duly subscribing with the Name of the work, Tender No., Due date of submission, Submission of tender downloaded from Internet etc. and the same shall be dropped in the tender box within the due date and time stipulated in the tender NIT.
- 3) Tenderers are advised to download tender document well in advance and submit the tender within the stipulated time. IOCL shall not be responsible for any delay / difficulties / inaccessibility of any downloading facility for any reason whatsoever.
- 4) All bidders who download the tender document are advised to visit our website very often for any changes or addendums. It is the bidder's sole responsibility to access this web page and download any changes or addendums to the tender. Any bid received that does not include posted addendums shall be liable for rejection.
- 5) The total tender document is to be downloaded for submission of the offer otherwise the document shall be treated incomplete and the offer shall be liable for rejection.
- 6) While submitting offer, tenderers shall submit the total downloaded tender document alongwith all addendums / corrigendum (if any) duly signed and stamped as a token of acceptance.
- 7) Tenderers please note if any change / deletion is made by the Tenderer/contractor in the downloaded document and same is detected at any stage even after the award of the work, full EMD will be forfeited and the contract will be terminated at his / their risk and cost.
- 8) It shall be responsibility of the tenderer submitting the offer to ensure that the tender have been submitted in the prescribed formats and as per the terms and conditions prescribed in the tender document available in the website and no change is made therein. In the event of any doubt regarding the tender terms and conditions / formats, the tenderer may seek clarifications from the tender issuing authority. In case any tampering / unauthorized alteration is noticed in the tender submitted by the tenderer from the tender document available on IOCL website, the said tender shall be summarily rejected and the owner shall have no liability whatsoever on the matter. However, deviation if any proposed by the tenderer may be separately indicated for acceptance or otherwise by Owner. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.
- 9) Tenderer/s may download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the Office as mentioned in the tender notice / tender document. After award of work an agreement will be prepared based on the master copy of tender document available in the above mentioned office. In case, any discrepancy between the tender document



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the master copy, the latter shall prevail and will be binding on the tenderer/s. No claim on this account will be entertained.

10) The following declaration should be given by the tenderer while submitting the tender :

DECLARATION

- a) I/We have downloaded the tender form from the internet site www.indianoiltenders.com and I/we have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered / modified, I / we understand that my / our tender will be summarily rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with and/or prosecuted.

Signature of Tenderer with Seal:

Date:

Phone :

Fax No. :

e-mail address :

(STAMP AND SIGNATURE OF TENDERER)



Chapter – 6

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING
(FORMAT TO BE TYPED ON TENDERER'S LETTER HEAD AND SUBMITTED ALONG WITH TECHNICAL BID DOCUMENTS WITH SIGNATURE AND STAMP)

In the case of a Proprietary Concern :

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner Nor any Company in which I am a Promoter or a Director or having controlling stake with minimum 26% share holding have been placed black list or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below :

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern or as a Promoter or Director or having controlling stake with minimum 26% share holding of any company have or has been placed on blacklist or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by Indian Oil Corporation Ltd. or its Administrative Ministry (presently the Ministry of petroleum and Natural Gas), except as indicated below:

(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place :

Signature of Bidder: _____

Date :

Name of Signatory: _____

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Chapter –7

EXPERIENCE QUESTIONNAIRE
(To be furnished by tenderer)

Sr. No.	Qualifying Parameter	Documents submitted	Work Executed	Owner	Value (Rs. in Lakh)	Year
1.	Should have successfully completed similar works during last 7 years ending 31 st December 2009, should be either of the following :					
	a) Three similar completed works each costing not less than amount equal to Rs. 2.13 Crores OR					
	b) b) Two similar completed works each costing not less than amount equal to Rs. 2.67 Crores OR					

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	by One similar completed work costing not less than amount equal to Rs. 4.27 Crores					
2.	Average Annual Financial Turn Over during the last 3 years, ending 31st March 2009 should be at least Rs. 160.00 lakhs					

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INTRODUCTION

PART – I :ABOUT THE PROJECT

1.0 INTRODUCTION

1.1 Indian Oil Corporation Limited (IOCL), the largest commercial undertaking in India, is engaged in the business of refining, transportation and marketing of petroleum products. IOCL, India's largest petroleum refining & marketing player is a Fortune 'Global 500' company. As a group, IOCL owns and operates ten refineries in India with a total capacity of over **1.0 million BPSD** and aggressively expanding several strategic capacities. It also owns and operates a wide network of crude & products pipelines. It has its own Research & Development Centre situated at Faridabad, Haryana, near New Delhi.

1.2 IOCL, the Owner, intend to Engineer, Construct, Commission and Operate LPG Terminal at Paradip in the state of Orissa in order to store & distribute LPG production of IOC Refinery under construction at Paradip. The proposed site of LPG Terminal is located in village 'Bittargarh, District 'Jagatsinghpur', approx.12 KM **north of** IOC's Paradip Refinery Project (PDRP) site. The nearest railway station is Paradip which is at a distance of 1 KM from proposed project site. The proposed site measures 54 acres and taken on lease from Paradip Port Trust (PPT).The plot is located adjacent to existing IOC's POL Terminal at Paradip and bounded as follows:

East	: PPT land
North	: PPT's Water Reservoir
South	: IOCL existing POL Terminal & BPCL Oil Terminal
West	: Water canal & 8 mtr. approach road of Paradip Phospates Ltd (PPL)

1.3 IOCL seek to secure the services of an experienced & reputed Consultant in the fields of **Engineering Design** / Detailed Engineering, Project Management, Procurement services, Construction management, Supervision & Commissioning of Oil & Gas installation..

1.4 CONSULTANT's Scope of Work shall broadly include:

1.4.1 Carrying out various input data collection for the project from authorities, conducting survey & soil investigation of land & approach road undertaking various studies like Risk Analysis study(RA),Disaster management Plan, Environmental Impact Assessment (EIA), HAZOP/HAZAN & other studies required for environmental /Pollution control clearances/approval , Providing basic engineering & design for the project , Preparation of cost Estimate based on basic engineering , Providing detailed engineering & design for the project, Preparation of cost Estimate(with 10% accuracy) based on detail engineering, Preparation of detailed engineering & estimates for rerouting & dismantling of existing facilities, Preparation of tender documents for lumpsum turnkey (LSTK) tenders and/or **other individual item rate** tenders with

preparation of detailed estimates tender wise with rate analysis & basis of estimates (with 10% accuracy), assistance in tendering by IOC and recommendation for award of LSTK contracts and/or **other individual contracts/work orders**, review and approval of detailed Engineering and Drawings, assistance in Procurement & expediting services, assistance in obtaining statutory approvals, overall Project Management services, Construction Management, construction supervision at site including Quality Assurance/ control services, assistance in start up, Pre Commissioning, commissioning & performance test runs for LPG Terminal at Paradip. The consultant's scope also includes visits of Consultant's personnel /professionals (from their design office as well as from Paradip site) to Owner/IOCL's offices or any third party offices or works or Paradip site as required or as directed by Owner /IOCL for the completion of the works as per scope of work given in this tender and for project monitoring, presentation, meeting, inspection etc.

- 1.4.2 Assisting & providing design, drawing details to the OWNER in getting all statutory clearances.

2.0 PROJECT DETAILS

2.1 TERMINAL CAPACITY

i) **DESIGN CAPACITY :** 600 TMTA IN DOUBLE SHIFT

2.2 DETAILS OF STORAGE TANK

Mounded Storage : i) Three numbers capacity - each of 1200 MT (for LPG) in one mound with provision for setting up one more mound in future having three bullets of identical capacity.

ii) Two numbers capacity - each of 300 MT (for Propylene) in one mound .

The above capacity of Storage tanks for LPG & Propylene are tentative. The capacity of Storage shall be firm up during kick off meeting with selected EPMC/ Consultant.

2.3 DETAILS OF PRODUCT RECEIPT

LPG shall be received from the IOCL Paradip Refinery through pressurized pipelines. The pumping rate at Refinery would be approx. 320 M³/Hr.

2.4 DETAILS OF PRODUCT DESPATCH

The product shall be loaded in road tankers at Tank Truck loading Gantry having Mass Flow meter based tank truck loading system. Invoicing shall be done through

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will be based on the data received from weigh bridge . Two numbers of electronic weigh bridge has been envisaged each having capacity of 50 MT.

2.5 PROCESS DESCRIPTION

2.5.1 GENERAL

LPG/Propylene shall be produced and stored in Refinery, transferred through cross country pipeline (LPG after Mercaptan dosing), stored in mounded vessels at proposed LPG Terminal, pumped to Tank truck gantry for loading on to road tankers and dispatch to destination. The LPG terminal shall be designed as per relevant OISD Standards (viz OISD-144, 150 etc.) & relevant BIS codes, Rules , Standards etc.

2.5.2 PRODUCT RECEIPT & STORAGE

LPG under pressurized condition shall be pumped by refinery pumps at an approximate rate of 320 M³/Hr. to the terminal through cross country pipeline for storing in the mounded vessels. Similarly , propylene under pressurized condition shall also be pumped by Refinery pumps to Terminal through separate cross country pipeline.

The vapour balance line shall be kept open during this operation. The switchover of vessels shall be done automatically through PLC whereby level transmitter of the particular vessel would sense the maximum filling level and close the inlet valve of the particular vessel and open the inlet valve for the adjacent vessel. The operation will continue for all the vessels one after one till transfer operation is stopped.

However during the later period of product receipt it might be necessary to depressurize the particular vessel in which LPG /Propylene is being unloaded for which pressure transmitter would sense the same and transmit impulse to PLC for auto starting of the **LPG/Propylene Compressor**.

However the pipeline might remain filled up with LPG/Propylene.

Each mounded vessel would be provided with the following instruments:

- a) Level Transmitter (Servo Type)
- b) Level Transmitter (Radar Type)
- c) Temperature gauge & transmitter
- d) Pressure safety Valves
- e) Pressure gauge & Transmitter
- f) Gas Detector
- g) Excess flow check valves
- h) Remote operated valves
- i) High level alarm switch / transmitter

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The mounded bullet shall be provided with security system also in compliance with OISD 150. The mounded bullets shall be provided with cathodic protection system also.

2.5.3 LPG PUMPING TO ROAD TANKERS

LPG would be pumped to the loading gantry through vertical can type pumps designed with NPSHA as zero to avoid operation of Compressors. Multiple LPG pumps with stand by pump(s) are envisaged depending on flow requirements. Separate Pumps (alongwith Standby Pumps) with separate pipelines are envisaged for loading of Propylene in Tank Trucks.

The header would be provided with Flow transmitter and flow control valve for minimum flow return and flow balancing to ensure constant pressure availability at the loading arms.

LPG & Propylene Compressors shall be installed for unloading of sick tank trucks/Purging of tank trucks.

2.5.4 MERCAPTAN DOSING

It is presumed that LPG after mercaptan dosing in the refinery will be pumped to the terminal and accordingly mercaptan dosing system has not been envisaged.

2.5.5 LPG LOADING ON ROAD TANKERS

LPG/Propylene would be loaded in the road tankers through dedicated pipeline in each bay comprising of vapour eliminator vessel, mass flow meter with preset valve, excess flow check valve and unloading arms with break away couplings. The state of art terminal automation shall be installed .

2.6 DETAILS OF UTILITIES

2.6.1 INSTRUMENT AIR SYSTEM

This is meant for providing instrument air for ROV operation and control valve operation and would comprise of piping, valves, instruments fed through Air receiver vessel by two (one working and one standby) **Air compressors and Air driers.**

2.6.2 WATER

The water requirement for the terminal shall be mainly for process/service water, Fire fighting water and portable drinking water. The water requirement for the terminal shall have to be calculated based on requirement and sources for water has to be explored. Suitable water supply network including water harvesting system & Water treatment plant shall be designed for use.

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- 2.7.1 LPG/Propylene being of extremely combustible nature (limit 1.8% to 10% in air), extensive fire safety and fire fighting arrangements are required for the LPG/Propylene storage system as well as plant / equipment and Road gantries and LPG/Propylene pumping stations.

Although mounded LPG/Propylene storage is considered to be less hazardous, adequate fire fighting facilities as per OISD 144/150 regulations to be provided for the proposed Terminal.

- 2.7.2 The Fire Fighting System in the Storage & Handling area comprises of the following fed by Diesel Engine driven Fire Pumps and the system is kept pressurized by electric motor driven Jockey pumps (as per OISD 144):
- Pump House Equipment.
 - Hydrant System
 - Monitor System
 - Medium Velocity Water Spray system
 - Fire Detection and Alarm System
 - Gas detection system

- 2.7.3 Water for fire fighting would be stored in two above ground RCC tanks of capacity in compliance with OISD 144.

2.8 DETAILS OF ELECTRICAL WORK

The electrical system would comprise of H.T. Power connection from OSEB/Utility Company and complete with transformer, HT Beaker, motor control center, Lighting Distribution Board, emergency lights, D.C. power system, power cables, push button station, control cables, instrumentation system, Yard & street lighting for roads/area, earthing system and lighting protection system etc. Flameproof/Intrinsically safe equipments /enclosures shall be provided in hazardous areas. In addition, equipments for Captive Power of suitable capacity shall be installed as standby/emergency power.

2.9 DETAILS OF INSTRUMENTATION / AUTOMATION SYSTEM & OTHER SYSTEM

Terminal automation system with following features has been envisaged and principally comprises of the following:

- a) Tank Farm Management system for storage vessels.
- b) Truck loading System
- c) Safety shut down system for the entire terminal along with Public Address (PA) & paging system.
- d) Access Control System for Terminal & Electronic Road Barriers .
- e) 2 nos. of electronic weighing system for Road tankers.

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- g) Terminal management software for hooking up various systems for efficient operation of the terminal.
- g) Custody transfer metering system for receipt of LPG/Propylene from refinery
- h) SAP interface
- i) Gas and fire detection & monitoring systems for the entire complex for process safety.
- j) Closed Circuit TV system for the Terminal & Communication system for Terminal
- k) Electrical Sub- station Management system
- l) Sharing of signals /IOs & safety interlock as per OISD norms between IOC Refinery & proposed Terminal

2.10 DETAILS OF FACILITIES

2.10.1 PLANT BUILDINGS / STRUCTURE

- a) MOUNDED BULLETS : This would be RCC retaining wall type enclosed structure filled with sand and housing bullets with inlet / outlet piping in compliance with OISD 150.
- b) LPG/PROPYLENE PUMP/COMPRESSOR SHED : This will be open shed having roof structure with roofing.
- c) TANK TRUCK GANTRY : This will be open shed having roof structure with roofing.

2.10.2 NON PLANT BUILDINGS

- a) ADMINISTRATIVE BUILDING : This would be RCC framed structure (double storied) with provision for construction of one more floor
- b) AMENITY & CANTEEN, S & D BLOCK/CONTROL ROOM : This would be RCC framed structure
- c) SUBSTATION : This would be RCC framed structure meant for housing transformers and all electrical equipments.
- d) FIRE WATER PUMP / AIR COMPRESSOR SHED, STORES : This would be open shed having roof structure with asbestos sheet roofing.
- e) SECURITY ROOM : This would be RCC framed structure and would also house monitor for weigh bridge.

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OTHER INFRASTRUCTURE FACILITIES :

- a) BOUNDARY WALL : This would be industrial type 3M high with 600 mm high fencing at the top.
- b) INTERNAL ROAD : The roads would be paved blocks /WBM /asphalt.
- APPROACH ROAD : The approach Road shall be with WBM & Black top
- c) DRAINS : Open drains would be provided along the roads designed on the basis of catchment area.
- d) FIRE WATER TANKS : RCC tanks would be provided..
- e) GATES & BARRIERS : This would be industrial type.
- f) WATCH TOWER : This would be RCC framed structure with canopy at the top.
- g) TANKER PARKING AREA : This would be provided with paver blocks.
- h) WEIGH BRIDGE : This would be electronic type.
- i) DRIVE WAYS : As required
- J) HIGH MAST TOWERS
- K) LIGHTNING PROTECTION SYSTEM
- i) OTHER FACILITIES AS REQUIRED

2.11 Rerouting of pipelines passing through the plot & dismantling of existing structures/ diversion of nallah or water body including restrengthening etc.

3.0 PROJECT MANAGEMENT CONSULTANCY

- 3.1 IOCL intends to appoint a reputed Project Management Consultant (CONSULTANT), who would be responsible for overall project management with broad scope of work as mentioned in the following paras.
- 3.2 The Project is to be implemented through multiple Lumpsum Turnkey (LSTK) contracts and other smaller contract as detailed elsewhere in the document.
- 3.3 The Consultant on behalf of Owner will be responsible for overall project management covering right from preparation of cost estimation, Process Design , engineering etc. upto Start-up, Commissioning and Test-runs including supervision at site..

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8.4 The broad scope of work of the Project Management Consultant (Consultant) would encompass:

- Basic Engineering & Design & estimate for all facilities of the Project including resitement /rerouting & dismantling of existing facilities.
- Detailed Engineering & Design & detailed estimate with rate analysis & basis of estimates(with 10% accuracy) for all facilities of the Project including resitement /rerouting & dismantling of existing facilities.
- Conducting various studies, topographical surveys of Plot and & approach road, soil investigation of Plot & approach road , data collection, development of layout/plot plans
- Develop/ compile standards/ specifications applicable to entire Project.
- Pre-qualification of LSTK Bidders and other contractors .
- Preparation of Lumpsum Turnkey (LSTK) Bid Packages and/or other individual tender documents/item rate tender documents. with tender wise detailed estimates, rate analysis & basis of estimates(10% accuracy).
- Assistance to IOC in Tendering, Evaluation and recommendations for Award of works on LSTK basis & for other tenders. Assistance in obtaining statutory approvals for the project.
- Approval of drawings /documents submitted by Vendors/Contractors etc.
- Procurement Services & Expediting
- Visits of Consultant's personnel /professionals (from their design office as well as from Paradip site) to Owner/IOCL's offices or any third party offices or works or Paradip site as required or as directed by Owner /IOCL for the completion of the works as per scope of work given in this tender and for project monitoring, presentation, meeting, inspection etc. The Lumpsum rates quoted by Consultant shall includes the cost of above visits as necessary for completion of works. The consultant is required to undertake the visits immediately as directed by Owner/IOCL or as required for completion of the works/project. If Consultant fails to undertake visits within time frame advised by Owner/IOCL, Owner/IOCL shall deduct proportionate amount as assessed by Owner/IOCL towards visit charges from the Lumpsum rates quoted by Consultant (as per Price Part II in Chapter 16 , Form 2, 3, 4)
- Project Management, Construction Management & supervision of works at site including but not limited to the following :
 - Planning, Organizing, Monitoring & Control
 - Develop overall project schedule.
 - Coordination/Liaison with contractors/ assist in obtaining approval from Statutory Bodies.

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- Project Scheduling, Reviewing the progress of work and suggest Recovery plans in case of any anticipated delays and enforce the same at site for timely completion of project.
- Prepare & approval of the overall Quality assurance plan for the project for procurement & construction, engineering.
- Budgeting/Cash Flow Management on monthly/annual basis
- Coordinate overall project management activities including construction activities, quality control, safety commissioning, start-up plans, coordination plan with contractors etc.
- Monitoring of safety requirements and providing logistics planning.
- Construction Management and Supervision and complete quality control. (Use of modern gadgets viz. PMI/ torque wrenches etc. to be ensured to achieve superior quality during all stages).
- Coordinate the design and engineering of all project facilities and clearly define contractor's scope of work to eliminate any subsequent change order.
- Contractor(s) / Vendor(s) Engineering Drawing / Design approvals across the table at contractor's designated office for all pre-identified critical drawings.
- Checking and certification of bills of Contractors.
- Check, verify, evaluate & recommend the Change Orders, if any, in various LSTK Contracts & other contracts including Cost analysis.
- Route Survey for transportation of heavy materials.
- Review of purchase documents / orders placed by LSTK contractors and other work orders for the project for compliance of contractual specifications.
- Review of technical deviations, cost analysis and recommendation to OWNER.
- Furnishing daily, weekly, monthly progress report to HQ and site in the format approved by OWNER as per requirement.
- Liaison with IOCL (Site) and IOCL (HQ) on day to day matters.
- Reconciliation of spares & other left over materials & handing over to IOCL.
- Ensuring proper use of materials bought under concessional taxes / duties.
- Assistance in pre-commissioning/ commissioning/ start-up/ performance test-runs etc.
- Active participation to liquidate the check list, punch list during commissioning.
- Project close out report and transfer of all documents/as built drawings to OWNER.

Scope of LSTK Contractors shall be clearly defined in LSTK bid document without ambiguity, overlapping or misses.

IMPLEMENTATION STRATEGY

The prospective CONSULTANT should review and analyze the Project Implementation Strategy presented below and recommend changes, as required, to achieve an early and successful completion of the Project based on their experience on implementation of similar projects. Complete details of the proposed revised scheme should be furnished with the bid.

1.0 **PROJECT EXECUTION**

- 1.1 It is envisaged to carry out project execution through multiple **LSTK packages** and /or & other individual / item rate tenders .The number of packages & tenders shall be fixed based on requirement of IOC and shall be decided after finalization of this tender & placement of order.
- 1.2 Consultant shall also be responsible for development of tender documents along with tender drawings etc. identifying the scope for inviting tender for appointment of **THIRD PARTY INSPECTION AGENCY** for Stage inspection & quality assurance of fabrication/ all works related to Pressure Vessels at site as well as manufacturer's shop, Stage wise inspection & quality assurances at site for other critical equipments /pipelines etc, Certifying mechanical completion of Pressure Vessels and certifying readiness of Pressure Vessels for final commissioning/Gas in and carrying out Third Party inspection services for all equipments/materials required for the Project at manufacturer's works before dispatch. However, Inspection of all incoming equipments /materials at site shall be done by Engineer of PMC /Consultant.
- 1.3 The **THIRD PARTY INSPECTION AGENCY** agency shall be competent agency recognized by PESO (CCOE) for issuance of certificates in compliance with rule 12,16,18,19,20,33 of SMPV Rules. The third party Agency shall be responsible for inspection of all items for project at Vendors' works and giving dispatch clearance.

2.0 **PROJECT MANAGEMENT ORGANISATION**

- 2.1 Consultant to plan, initiate, guide, coordinate, supervise and control the entire Project implementation activities through a dedicated task force consisting of specialists and experts on various aspects of the Project such as process design, engineering, contracts, purchase, inspection, construction, commissioning etc. The task force will be headed by a dynamic and competent Project Manager with proven ability in managing such large projects.
The CONSULTANT will act as an extension of Owner, always keeping in view Owner's interests and advising/guiding Owner on all important matters, to ensure that the Project is completed within cost, time and quality targets.
- 2.2 Mid-course changes are expensive and therefore, tendency for changes must be resisted, unless the selected design is unsafe, unworkable or uneconomical.
- 2.3 All coordination and communications for the Project will be carried out under the overall guidance and control of CONSULTANT's Project in-charge. Coordination and

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communication procedures will be developed by CONSULTANT soon after its appointment, in consultation with Owner.

- 2.4 A Documentation Control Cell will be formed for the Project that shall operate under the supervision of the CONSULTANT. This Cell shall be responsible for all incoming and outgoing technical documents related to the project. These documents will be compiled as per agreed procedures, kept updated to latest revision and delivered to the designated agency (ies).
- 2.5 Management of Inputs is key to successful Project implementation. CONSULTANT's Project control and monitoring system will be based on management of inputs right at micro level. Computerized tracking system will be used to enable CONSULTANT's Project personnel to monitor timely availability of inputs at every stage from all agencies engaged in Project implementation.
- 2.6 The construction plan is to be backed-up by a Procurement Plan and an Engineering Plan adopted by LSTK & other contracts , which should offer maximum flexibility.
 It is therefore imperative that attention must be paid for the success of Procurement and Construction Plan of LSTK contracts & other contracts , where the flexibility for minimising time is low. It requires that the Procurement/Tendering procedure adopted by LSTK should be time-wise efficient. Further, the short list of vendors/site works contractors developed by CONSULTANT in consultation with Owner should include only such vendors who have proven performance track records.
- 2.7 CONSULTANT should use a good Software package for material movement and contractors billing . Major/Sub-contractors should be induced to set up their PCs in the construction Office so that the Contractors, CONSULTANT as well as Owner can handle material movement and billing operation on PCs.
- 2.8 Emphasis would be placed on mechanizing construction activities as much as possible. Therefore, the LSTK tenders/ other tenders should specify such requirement.
- 2.9 CONSULTANT shall establish a suitable communication system at site, as approved by Owner. CONSULTANT, LSTK and other major contractors are expected to transfer various documents/drawings electronically to save precious project time.
- 2.10 The selected CONSULTANT shall not be allowed to bid for any Contracts in this Project including Supply Contracts for the Project. The CONSULTANT shall not undertake any activity, which is to be performed directly/ indirectly by the Contractors/ Suppliers and is the direct/ indirect responsibility of the Contractors/ **Suppliers.**

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INSTRUCTIONS TO BIDDERS (ITB)

1.0 GENERAL

- 1.1 The bidding documents are and shall remain the exclusive property of the IOCL without any right of the bidder to use them for any purpose except bidding and for use by successful Bidder with reference to the work.
- 1.2 On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
- 1.3 Bidding documents are non-transferable.
- 1.4 The details as called for in the bidding documents shall be filled and completed by the Bidders in all respects and shall be submitted with requisite information and Annexures.
- 1.5 All bids shall be typewritten in English.
- 1.6 If the space in any Performa of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
- 1.7 Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. IOCL may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 1.8 The complete bid shall be signed by the Bidder on each page.
- 1.9 The selected tenderer or Project Management CONSULTANT (CONSULTANT) shall not be allowed to participate in the works & purchase/ supply contracts for this Project, either directly or indirectly. An `indirect` participation shall include a participation through an `affiliate` or as a sub-contractor, CONSULTANT or supplier. The expression `affiliate` for the purposes of this clause will include any person or company or association (howsoever designated) which is a member of the CONSULTANT (if the CONSULTANT is a joint venture or consortium) or who or which directly or indirectly holds 10% (ten percent) or more of the capital or voting capital of the CONSULTANT (if the CONSULTANT or any of its members is a company or body corporate) or who or which is a CONSULTANT or sub-contractor of the CONSULTANT with regard to this Project, and any contractor/ supplier of which the CONSULTANT or an affiliate is a member (if the contractor/ supplier is a consortium or joint venture) or in which the CONSULTANT or an affiliate directly or

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indirectly holds 25% (ten percent) or more of the capital or voting capital (if the contractor/ supplier or any of its members is a company or body corporate).

- 1.10 The bidder shall have to sign a Secrecy Agreement with the OWNER whenever called for by the OWNER.

2.0 **ACKNOWLEDGMENT**

The Bidder must indicate the address of his bidding office alongwith Telephone/ Fax and names of contact persons. Bidder shall also indicate similar details of their office.

3.0 **BIDDING DOCUMENT**

One set of Bidding Documents comprising of "ORIGINAL" as well as "BIDDER'S" copy is issued herewith to the Bidder to submit their bid. Bidder shall return the document marked "ORIGINAL" and shall retain the "BIDDER'S" copy as their reference copy. Bidder shall sign and stamp each page of document and drawings marked "ORIGINAL" as token of their acceptance of having considered these documents for preparation of their bid. The bidding document shall not be transferred to any other agency.

4.0 **BID VALIDITY**

Bid shall remain valid for acceptance for a period of **4 (Four) months** from the last date of submission of the bid/ revised bid if any. The bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period. In case of bidder modifying, varying, revoking or canceling his bid, the earnest money paid by them shall be liable to be forfeited. The validity of the bid shall be extended as and when required for the period as requested by IOCL in writing and agreed by the bidder.

5.0 **EARNEST MONEY**

- 5.1 The bid must be accompanied by Earnest Money of amount mentioned in the Letter Inviting Tender and in the form of Demand Draft or Bank Guarantee in the Proforma enclosed for the prescribed amount. No interest shall be payable by IOCL for this Earnest Money Deposit.
- 5.2 "Earnest Money Deposit" mentioned above shall be paid by way of "Crossed Demand Draft" or "Bank Guarantee" (in prescribed format) from any Bank recognized as Scheduled Bank by Reserve Bank of India, in favour of M/s. Indian Oil Corporation Ltd. (Marketing Division) Mumbai. Guarantee from any Foreign Bank is acceptable only if the same is countersigned by their Indian Branches (provided the Indian Branch of the Foreign Bank is recognized Scheduled Bank by Reserve Bank of India) or any Scheduled Indian Bank. The Bank Guarantee towards EMD shall be furnished on non-judicial stamp paper of appropriate value not less than Rs.100/- (Rupees One Hundred only) and in the prescribed PROFORMA enclosed in Tender

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Document. The Bank Guarantee shall be kept valid for 2 (two) months beyond the validity of Bid i.e. for a period of 6 (six) months from the date of opening of Tender.

- 5.3 If the Bidder, after submitting his bid, revokes his offer or modifies the items and conditions thereof during the validity of his offer except where IOCL has given opportunity to do so, the Earnest Money shall be liable to be forfeited. Bids not accompanied by Earnest Money will not be considered.
- 5.4 Should an Invitation to Bid be withdrawn or canceled by IOCL, which it shall have the right to do so at any time, the earnest money paid with the bid will be returned to the Bidder.
- 5.5 Should the successful Bidder fail or refuse to sign the agreement and fail to submit the necessary Bank Guarantee(s) within the stipulated time after placement of Letter of Intent, the Earnest Money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence.
- 5.6 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Contract Agreement and furnished the necessary Bank Guarantee(s). Earnest Money of the unsuccessful Bidders shall be returned after acceptance of Letter of Acceptance by the successful Bidder and signing of the Contract Agreement.

6.0 **BID SUBMISSION**

- 6.1 Bids must be submitted by the time and date mentioned in the Notice Inviting Tender at the address stated therein.
- 6.2 Priced and Unpriced copies of Bidder's quotation must be submitted in separate sealed 03 (Three) envelopes/ packages as stated below :

ENVELOPE-1: EARNEST MONEY DEPOSIT (EMD)

Tender Cost and Original Earnest Money Deposit (EMD) shall be submitted alongwith this part in a sealed envelope clearly superscribing on top of the envelope as `EARNEST MONEY DEPOSIT` alongwith Name of Work, Project and Bidder.

ENVELOPE-2: TECHNICAL & UNPRICED COMMERCIAL PART (PART-I) OF BID

This part shall contain technical and commercial (Unpriced) proposal. Techno-commercial bid shall be submitted in 01 original .

This Part-I of bid consisting of above shall be submitted in a separately sealed envelopes clearly superscribing on top of the envelope `TECHNICAL AND UNPRICED COMMERCIAL BID` alongwith Name of Work, Due Date, Name and Address of the Bidder.

ENVELOPE-3: PRICE PART (PART-II) OF BID

This Part-II i.e. PRICE PART shall be submitted in a separate sealed envelope duly signed and stamped on each page clearly superscribing on top of the envelope `PRICE PART- DO NOT OPEN` as detailed herein below. Bidder shall fill their

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quoted rates and amount in the Schedule of Rates issued to them for this purpose. Name of Work, Tender No., Due Date, Name and Address of the Bidder shall also be written outside the envelope.

All the **Pages and Drawings** shall be signed by tenderer with seal. All entries must be in permanent ink or typed. No alteration in the tender will be allowed after opening. **Use of white/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids will be summarily rejected.** In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.

This part (i.e. PRICE PART) shall contain only "SCHEDULE OF RATES" duly filled in and any other information / document which has been specifically asked to be furnished along with the price part. It is to be noted that the Price Part shall contain only PRICES and no conditions whatsoever. Any conditions given in this part shall not be considered and may render the offer liable for rejection.

- 6.3 The bid shall be signed by someone legally authorised to enter into commitment on behalf of the Bidder. Bidder shall submit Power of Attorney in favour of the person who is authorised to enter into commitments on behalf of the Bidder.

IOCL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. He may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.

The cancellation of any document such as Power of Attorney, Partnership Deed etc. should be communicated by the Bidder to the IOCL in writing well in time, failing which IOCL shall have no responsibility or liability for any action taken by IOCL on the strength of the said documents.

Should the Bidder have a relative or relatives in IOCL or one or more of its shareholders are a relative or relatives of the shareholder(s) employed in a superior capacity in IOCL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, IOCL reserves the right to take any other action as it deems fit in accordance with any applicable Law, Rules, Regulations of the like in force.

7.0 **COST OF BIDDING**

The bidder shall bear all direct and indirect costs associated with the preparation or delivery/ submission of their Bid, participating in discussions etc. including costs and expenses related with visits to the site(s) and OWNER's offices. IOCL will in no case be responsible or liable for reimbursement of those cost and expenses regardless of the outcome of the bidding process.

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The bid shall be neatly typewritten and as per consecutively numbered pages. They should not contain any terms and conditions printed or otherwise, which are not applicable to the bid.

Insertions, postscripts, additions and alterations shall not be recognized unless signed by the Bidder's legally authorised attorney.

9.0 **BID REQUIREMENTS**

9.1 **TIME SCHEDULE**

The Bidder shall prepare and submit the proposed completion schedule, bar chart for various activities to be performed in accordance with the overall completion date. Bidder shall also furnish an overall completion date.

9.2 **EXECUTION PLAN**

Bidder shall furnish a brief write up of methodology they propose to follow to complete the work as per the proposal given herein above.

9.3 **QUALITY ASSURANCE**

A brief description of the Bidder's quality assurance system and a statement detailing how quality assurance will be implemented for the project shall accompany the Techno-commercial bid.

A list of procedures, practices and work instructions which will be used to control the engineering, procurement and inspection activities shall be enclosed in Techno-commercial bid.

9.4 **HEALTH, SAFETY AND ENVIRONMENTAL POLICY**

The bidder shall submit Health, Safety and Environmental Policy proposed to be adopted for this project.

9.5 **SAFETY RECORD**

The bidder shall submit Safety Record of the executed project.

9.6 **PRICING REQUIREMENTS**

9.6.1 The Bidder shall submit Price Bid (Part-II) as per the detailed stated herein above of this Instruction to be Bidder.

9.6.2 The Bidder should quote both in figures and in words (English), the rates for each item in the Schedule of Rates. The amount for each item should be worked out and entered. The tendered amount for the work shall also be entered in the bid both in figures and in words. The price part shall be duly signed and stamped on each page.

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The Bidder shall arrange his bid in the following order:

Techno-commercial & Un-priced Bid (Part-I) - one original signed tender alongwith original proposal arranged in order of following attachment specifying attachment number for each contents:

ATTACHMENTS:

- (i) Submission of bid letter alongwith one set of Bidding document marked ORIGINAL
- (ii) Copy of Earnest Money Deposit (EMD) as per Annexure - BG1.
- (iii) Power of Attorney in the name of person who has signed the bid.
- (iv) Details about Tenderer as per Appendix-I to ITB.
- (v) Statement of Deviation/ Exceptions as per Appendix-II to ITB.
- (vi) Certificate for Non-involvement of Agent(s) as per proforma given in Appendix-III to ITB.
- (vii) Execution Plan & Project Schedule/ Bar Chart as stated herein above.
- (viii) Organisation Structure with qualification and experience profile of key personnel (brief CVs).
- (ix) Health, Safety and Environmental Policy of the bidder as per Appendix-VII to ITB.
- (x) Quality Assurance Document as stated herein above.

10.0 BIDDER'S RESPONSIBILITY FOR QUOTATION

Although all details presented in this bid document (condition of Contract, Scope of work, Technical specification 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.

Bidder shall inspect the site and surrounding area and shall satisfy himself of the existing facilities and shall collect any other information, which he may require before submitting the bid. Claims and objections due to ignorance of existing condition will not be considered after submission of the bid and during implementation.

Bidder's quotation is the responsibility of the Bidder and no relief or consideration can be given for errors and omissions.

11.0 PRE-BID MEETING

The bidder shall be advised to attend a pre-bid meeting in the office of IOCL at Mumbai. During the pre-bid meeting, the bidder may be asked to present their proposed methodology for carrying out the work and IOCL shall clarify issues and answer questions on any matter that may be raised by the bidder.

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Any modification of the Bidding documents, which may become necessary as a result of the pre-bid meeting, shall be sent to all bidders through issuance of an Addendum. All costs towards attending any meeting shall be at Bidder's own expenses.

12.0 **BID CLARIFICATION / AMENDMENTS BY IOCL**

IOCL may issue clarifications/ amendments in the form of addendum/ corrigendum during the bidding period and may also issue amendments subsequent to receiving the bids. For the addendum / corrigendum issued during the bidding period, bidders shall confirm the inclusion of addendum/ corrigendum in their bid. For clarifications issued by IOCL subsequent to receiving the bids, the Bidder shall confirm receipt and for any impact on the quoted prices, the Bidder shall follow the instructions issued alongwith addendum/ corrigendum.

Bidders shall examine the Bidding documents thoroughly and submit to IOCL any apparent conflict, discrepancy or error. IOCL shall issue appropriate clarification or amendment, if required. Any failure by Bidder to comply with the aforesaid shall not excuse the Bidder from performing the services in accordance with the agreement, if subsequently awarded the contract.

All questions and clarifications related to Bidding documents shall be addressed in writing to:

Dy. General Manager (LPG-Engg)
Indian Oil Corporation Limited
(Marketing Division) ,1st Floor, Indian Oil Building ,
Bandra(East),Mumbai-400051
Tel. No.: 91-22- 24647296
Email : jdbose@indianoil.co.in

All replies to such questions will be circulated to all bidders without identifying the source of inquiry. Questions received less than **7** working days prior to the bid closing date will not be answered.

13.0 **BIDS FROM TENDERER**

- 13.1 Where any work is intended to be sub-contracted by the CONSULTANT, the bidder shall give the name of the intended sub-contractor(s), the scope of work and responsibilities of each sub-contractor(s), and such information with regard to sub-contractor as would satisfy the OWNER of the capabilities of the sub contractor(s) to perform the work intended to be assigned to such sub-contractor(s).
- 13.2 Once a bidder bidding as a sole bidder has been selected and the proposed sub-contractor(s) have been approved, the bidder shall not change the composition of the sub-contractor(s) as approved, nor make any material alterations in the work and/or responsibilities be undertaken by each partner/sub-contractor without the OWNER's prior written approval.

CONFIDENTIALITY OF DOCUMENTS

- 14.1 The Bid documents are non-transferable and shall be returned to the OWNER by any recipient who does not intend to submit a Bid.
- 14.2 The Bid documents are and shall remain the exclusive property of the OWNER without any right in the Bidder to use them for any purposes except for the purpose of bidding and for use by the successful Bidder with reference to the resultant contract.
- 14.3 On no account will any person to whom the Bid documents are furnished, part with the possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies of any drawings, plans or other documents comprised therein, it being understood that information given in the Bid documents is the proprietary and confidential information of the OWNER, and that the Bid documents are therefore being furnished only in the strictest confidence. The intending Bidder may, however, disclose the Bid documents and/or furnish copies in whole or part thereof to employees, CONSULTANTS and/or potential Indian Engineering sub-contractors involved in the preparation of the Bid who have understood the proprietary and confidential nature of the documents and have undertaken to be bound by and maintain confidentiality.
- 14.4 The Bid of any bidder who contravenes any of the foregoing provisions hereof is liable to be rejected.

IOCL's RIGHTS

- 15.1 IOCL reserve the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without assigning in reasons.
- 15.2 The intending tenderer as a pre-requisite must produce documentary evidence(s) of all documents required as per Clause 9.0 above alongwith the techno-commercial part of their offer. In case of non-submission of above documents or submission of incomplete documents as per above clause alongwith Part-I, IOCL reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening of offer.
- 15.3 IOCL shall evaluate the offer of tenderers considering the resource available for proper execution of works. In view of this, tenderers are required to furnish adequate details with respect to available/ spare/ additional resources alongwith the details of the resources planned to be deployed on the works under execution.
- 15.4 The subject work is indivisible and shall be awarded in part or full to single successful bidder. The bidder's bid shall be valid for part or whole work of tender. The bidder cannot revoke/ modify/ alter his bid due to modification and the EMD of such bidder revoking/ modifying/ altering his bid shall be forfeited .

APPLICABLE LANGUAGE

The bids and all correspondence incidental to and concerning to this bid shall be in English language only. For documents submitted in any other language, an English Translation shall also be submitted, in which case, for interpretation of the offer, the English Translation shall govern.

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PAYMENT

- 17.1 **Indian Bidders shall quote their prices in Indian rupees only.**

18.0 **CONTRACT**

The entire work covered in the Bidding Document shall be treated as Consultancy Contract. Bidder should quote for the work accordingly.

19.0 **CONTRACT DOCUMENT**

- 19.1 The Bidder whose bid has been accepted by IOCL shall enter into formal agreement with IOCL (as per Proforma enclosed in this Bid Document) on the date and place to be notified by IOCL.
- 19.2 Contract Documents for agreement shall be prepared after award of work as intimated to the successful Bidder by a Fax / Letter of Intent. Until the final Contract Documents are prepared and executed, the Bidding Document together with the annexed documents, modifications, deviations agreed upon by IOCL and Bidder's acceptance thereof shall constitute a bidding contract between the successful Bidder and IOCL.
- 19.3 The statement of Agreed Variations, if any, shall be prepared based on the finally retained and agreed deviations, all relevant correspondences, minutes of meetings, addendum / amendments issued by IOCL. Above mentioned contract document shall supersede all correspondences and Minutes of Meetings (MOMs) etc. held between IOCL and the Bidder prior to issue of Fax/ Letter of Intent. Any deviations of stipulations made and accepted by IOCL after award of the job shall be treated as amendments to the contract documents made as above.
- 19.4 The tenderer in whose name this tender document is issued shall only be eligible for making contract agreement with IOCL.

20.0 **EVALUATION OF BIDS**

20.1 **EARNEST MONEY DEPOSIT**

The bid without requisite Earnest Money and/or not in the prescribed Proforma will not be considered and bids of such Bidders shall be rejected.

20.2 **DETAILED EVALUATION**

Further examination/ evaluation of only such bids, accompanying requisite EMD mentioned as above, shall be taken up. Techno-Commercial discussions, if considered necessary, will be held with such Bidders to determine the Techno-Commercial acceptability of the bids.

20.3 **SCOPE OF WORK**

The complete scope of work and the basic scheme has been defined in the Bidding Document. The bidder who undertakes to take total responsibility for the complete scope of work as defined in the Bidding document shall only be considered.



20.4 TIME SCHEDULE OF COMPLETION

The time schedule for completion is given in the Bidding Document. Bidder is requested to confirm to the completion period unconditionally.

The bid of the Bidder quoting completion time more than the time schedule specified in the Bidding document may not be considered for evaluation.

- 20.5 Bidder shall confirm compliance to following Bidding document clauses unconditionally and no deviation whatsoever to the following clauses shall be acceptable:

- i) Performance Guarantee
- ii) Price Reduction
- iii) Defect Liability Period
- iv) Time Schedule
- v) Termination

- 20.6 Bids based on the process/ basic schemes other than mentioned and/or not conforming to the technical specifications/ requirements of the bidding document will not be considered.

20.7 EVALUATION OF PRICE BID

The price bids of only those bidders shall be considered for opening and evaluation whose bid is determined to be technically and commercially acceptable to IOCL.

Evaluation of price bid shall be taken up to determine the competitive prices of the techno-commercially acceptable bids and include the following :

- 20.7.1 Prices may be loaded for the retained terms and conditions, which are quantifiable and acceptable to IOCL.
- 20.7.2 The quoted prices shall be checked to determine the arithmetical correctness of the same.
- 20.7.3 IOCL reserves their right to negotiate the quoted price.

21.0 REBATE

No suo- moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

22.0 DISCUSSIONS AND NEGOTIATIONS

OWNER shall be free to engage in discussions or negotiations with any or all Bidders concerning the terms of their respective bids at all time prior to execution by both parties of the Contract.

23.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

- 23.1 The Bidder may modify, alter or withdraw its bid by written notice served on the OWNER prior to the closing date for receipt of bids. In the absence of such notice served on the OWNER prior to the said date, the bid shall not be withdrawn nor modified or altered without the OWNER's consent.
- 23.2 The bidders modifications or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of procedure for submission of bids with the inner envelopes additionally marked "MODIFICATIONS" or "WITHDRAWAL" as the case may be.
- 23.3 Following withdrawal of its bid, the Bidder may submit a new bid, provided such new bid is received prior to the expiry of the time appointed for closing of bids. The new bid shall specifically be marked "NEW BID" on all envelopes.
- 23.4 No bid may be withdrawn in the interval between the closing date for receipt of bids and expiration of the period of bid validity specified by the Bidder in the bid. Any Suo-moto modification or withdrawal of bid shall be liable for rejection of Bid & forfeiture for Earnest Money Deposit.

24.0 UNSUCCESSFUL BIDS

In the event that a Bidder is unsuccessful with its bid, OWNER shall notify the Bidder accordingly. If required by OWNER, the Tender documents shall be returned by the Bidder.

25.0 SITE LOCATION/ SITE VISIT

25.1 SITE LOCATION

Site for this project is located at Paradip, Orissa.

25.2 SITE VISIT

The Bidder is advised to visit and examine the site(s) of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at Bidder's own expenses.

The Bidder and any of his personnel or Agents will be granted permission by the OWNER to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the OWNER and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

For site visit, the Tenderers may contact Sri Somnath Das, Dy. Manager (LPG-ENGG) i LPG Terminal , Paradip ,Orissa at his office at Paradip (**Telephone No. 09437401419**) or Dy. General Manager (LPG-ENGG), HO, Mumbai at his office at Indian Oil , Bandra(East),1st Floor, Mumbai-400051 , **Telephone No 011- 24647296**.

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26.0 OWNER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS

The IOCL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the IOCL's action.

27.0 PURCHASE PREFERENCE

Policy.10% Purchase Preference shall be given to Joint Venture Companies of IOC/ associate companies of IOC as per DPE guidelines with extended preferential treatment of no limit of value addition and purchase amount.

28.0 CONTACTING THE OWNER

No bidder, their representatives or agents shall contact the OWNER on any matter relating to this Bid from the time of submission of Bids, unless requested so in writing. Any effort by a Bidder to influence the OWNER in the OWNER's decisions in respect of Bid evaluation will result in the rejection of that Bidder's Bid.

29.0 TENDERER/ BIDDER, TENDER DOCUMENT / BIDDING DOCUMENT AND TENDER/ BID

The terms TENDERER or BIDDER, TENDER DOCUMENT or BIDDING DOCUMENT and TENDER or BID appearing in this bidding document are synonymous.

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APPENDICES TO ITB

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INFORMATION ABOUT TENDERER

(To be furnished with Techno Commercial Part)

1. Name and Address of the Company
2. Type of Company : Proprietorship Company/Partnership Company /Pvt. Or Public Limited Company

3. a. Sole Proprietorship? : _____
(Give name of the Proprietor)

(Enclose copy of affidavit duly notarized & address proof of the Company)

- b. Partnership firm? (1) _____
(Give names of the (2) _____
Partners) (3) _____
(4) _____

(Enclose copy of partnership deed duly notarized & address proof of the Company)

- c. Private or Public Limited Company? _____
Give list of Directors. (1) _____
(2) _____
(3) _____
(4) _____

(Enclose copy of Memorandum of understanding and article of association of the Company duly notarized & address proof of the Company)

4. Amount of paid-up Capital
5. Date of Registration of Company
6. Permanent Account Number :
7. Submitted notarized copies of the audited Balance Sheet & Profit & Loss statement alongwith auditors report of Company for the Last three financial years i.e. 2006-07, 2007-08 & 2008-09

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8. Submitted Notarized copies of (whichever is applicable) :

- a) Memorandum of Association /Article of Association/Certificate of Incorporation.
- b) Certificate of Commencement of Business :
- c) Joint Venture Agreement as amended up to :
- d) Date of Subsidiary Agreement, if any :
- e) Partnership Deed (for Partnership Company):
- f) Affidavit for Proprietorship firm

8. Whether any of the Directors of the company of the tenderer/ any of the Partners of the Company of the Tenderer/ Proprietor of the Company of Tenderer is a Director or is related to any Director of IOCL, present or within the past 2 years.

(STAMP AND SIGNATURE OF TENDERER)

(STAMP AND SIGNATURE OF TENDERER)

1st Sept 2009

LIST OF DIRECTORS OF INDIAN OIL CORPORATION LTD.

1	SHRI. S. BEHURIA – CHAIRMAN INDIAN OIL CORPORATION LIMITED, CORPORATE OFFICE, PLOT 3079/3, SADIQ NAGAR J.B. TITO MARG, NEW DELHI ĩ 110 049.	2	SHRI. B.M. BANSAL – DIRECTOR (P & BD) INDIAN OIL CORPORATION LIMITED, No 1, SRI AURIBINDO MARG, YUSUF SARAI, 7, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI ĩ 110 016.
3	SHRI. S. V. NARASIMHAN – DIRECTOR (FINANCE) INDIAN OIL CORPORATION LIMITED, CORPORATE OFFICE, PLOT 3079/3, SADIQ NAGAR J.B. TITO MARG, NEW DELHI ĩ 110 049.	4	SHRI. V. C. AGARWAL – DIRECTOR (HUMAN RESOURCES) INDIAN OIL CORPORATION LIMITED, CORPORATE OFFICE, PLOT 3079/3, SADIQ NAGAR J.B. TITO MARG, NEW DELHI ĩ 110 049.
5	SHRI. G. C. DAGA – DIRECTOR (MARKETING) INDIAN OIL CORPORATION LIMITED, (MARKETING DIVISION) INDIAN OIL BHAVAN, G-9, ALI YAVAR JUNG MARG, BANDRA (EAST) MUMBAI ĩ 400 051.	6	SHRI. B. N. BANKAPUR – DIRECTOR (REFINERIES) INDIAN OIL CORPORATION LIMITED, SCOPE COMPLEX, CORE 2, 7, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI ĩ 110 003.
7	SHRI. ANAND KUMAR – DIRECTOR (RESEARCH & DEVELOPMENT) INDIAN OIL CORPORATION LIMITED, Research and Development Centre, SECTOR 13, FARIDABAD, HARYANA ĩ 121 002.	8	SHRI. K.K.JHA DIRECTOR (PIPELINES) INDIAN OIL CORPORATION LIMITED, CORPORATE OFFICE, PLOT 3079/3, SADIQ NAGAR J.B. TITO MARG, NEW DELHI ĩ 110 049.
9	SHRI. S. SUNDARESHAN, ADDITIONAL SECRETARY, MINISTRY OF PETROLEUM & NATURAL GAS SHASTRI BHAVAN, NEW DELHI ĩ 110 001.	10	SHRI. P. K. SINHA, ADDITIONAL SECRETARY & FINANCIAL ADVISOR MINISTRY OF PETROLEUM & NATURAL GAS, SHASTRI BHAVAN, NEW DELHI ĩ 110 001.

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11	PROF. (DR.) INDU K. P. K. K. 150/7, AJAIDEEP PRATHAMESH PARK BANER Ā BALEWADI ROAD PUNE Ā 411 045	12	PROF. GAUTAM BARUA, DIRECTOR INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI Ā 781 039
13	SHRI. ANEES NOORANI, VICE CHAIRMAN & MD ZODIAC CLOTHING CO. LIMITED APTE PROPERTIES 2 ND FLOOR, 10 / 76 OFF. DR. E. MOSES ROAD WORLI MUMBAI Ā 400 018.	14	SHRI. MICHAEL BASTIAN CECILIA No. 1186, 2 ND CROSS 14 TH MAIN HSR LAYOUT SECTOR 3 BANGALORE Ā 560 102.
15	DR. (MRS.) INDU SHAHANI, 56, HILL PARK A. G. BELL ROAD MALABAR HILLS MUMBAI - 400006.	16	SHRI. N. K. PODDAR SHREE SUBHAM 151, BLOCK C NEW ALIPORE KOLKATA Ā 700053.

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FORMAT FOR BIDDER'S EXCEPTIONS/
DEVIATIONS

Bidder shall propose the deviations, exceptions, clarifications, qualifications, assumptions to the bid documents (including the terms & conditions of the Price Part) in the following format. No exceptions, qualifications or deviations whatsoever will be considered unless entered in this Attachment.

Bidder must include one of the following statements.

Our Bid is in accordance with the data, specifications and other technical & commercial requirements of the Bid, with no exceptions.

OR

Our Bid is in exact accordance with the data, specifications and other technical & commercial requirements of the Bid, with no exceptions other than those listed below:

S. No.	Ref of Page No.	Tender Document		Subject	Deviation/ Exception/ Clarification/ Assumption
		Cl. No.	Para No.		
(1)	(2)	(3)	(4)	(5)	(6)

(STAMP & SIGNATURE OF BIDDER)

Any clarifications/ deviation/ exception appearing elsewhere in the bidder's offer shall not be considered. Failure to clearly define Bid exceptions may be cause for Bid rejection.

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APPENDIX-III to ITB

**PROFORMA OF CERTIFICATE FOR
NON-INVOLVEMENT OF AGENT**

Name of Work :

Tender No :

This is to Certify that we have not engaged/ involved any Agent/ Representative/ CONSULTANT/ Retainer/ Associates who is not an employee of _____ (name of your company) on payment of any remuneration in India or abroad for this Project. Therefore, no agent's/ Representative's/ CONSULTANT's/ Associate's commission is payable in India or abroad against this Contract.

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EXECUTION PLAN

General

Bidder shall provide an execution plan describing how the Project will be organized, managed and executed. The description shall cover all aspects of the Project from award of Contract through to completion and hand over of the Project, including but not limited to:

MAJOR ASPECTS OF WORK

Collection of various data

Conducting **topographical surveys of Plot and & approach road, soil investigation of Plot & approach road**, studies

Development of Plot Plan & Layouts

Preparation of Basic Engineering & Design for the Project with Estimates.

Preparation of Detailed Engineering & Design for the Project with Estimates (10% accuracy).

Develop/ compile standards/ specifications applicable to entire Project.

Pre-qualification of Contractors and Preparation of LSTK tender packages and /or other individual tenders /item rate tenders including tender for appointment third party inspection Agency. Preparation of tender wise detailed estimates, rate analysis & basis of estimates

Assistance to IOC in Evaluation of tenders & award of contracts

Procurement & Expediting Services

Approval of Design & Drawings/documents submitted by vendors & Contractors

Assistance in obtaining statutory approvals.

Management of Construction & Supervision of the LSTK Contracts & other contracts at site

Overall Project Management

Pre-commissioning/ Commissioning of the Project.

Performance Guarantee Test Run

Necessary visits of ConsultantôEngineer/Professional to site /offices

IMPLEMENTATION STRATEGY

Bidder shall also indicate in the Bid the Bidder's response to OWNER's proposed strategy.

TIME SCHEDULE OF WORK

1.0 General

Bidder shall provide a Schedule of Work showing the dates/ period for the Project Activities considering overall time schedule of the project starting from the Effective Date. The Time Schedule of Work shall be in the form of a GANTT chart or schedules covering all aspects of the Work from award of Contract through to completion of commissioning of the Project considering the various activities detailed in Scope of Work, Bid Requirements and guidelines. As a guideline, a list of project activities (Milestones) is enclosed elsewhere in the bid for further development by Bidder.

2.0 Required Key Dates

Bidder is to provide dates associated with completion of Milestones, as set forth in this document.

Bidder shall indicate its best achievable schedule from the Effective Date for completion of following milestones :

- a) Data collection, topographical surveys of Plot and approach road, soil investigation of Plot & approach road
- b) Development of Plot Plan/layout
- c) Basic Engineering & design & cost estimate
- d) Detailed Engineering & design & detailed cost estimates
- e) Conducting Various Studies
- f) Pre-qualification of Contractors and Preparation of LSTK tender packages and /or other individual tenders /item rate tenders including tender for appointment third party inspection Agency .Preparation of tender wise detailed estimates, rate analysis & basis of estimates
- g) Preparation of LSTK Bid Documents & other tender bids including tender for appointment of third party inspection agency
- h) Final recommendations for award of LSTK Contracts & other contractors
- i) Approval of Vendor/Contractors Drawings/design/Documents
- j) Assistance in Obtaining Statutory approvals
- k) Mechanical Completion
- l) Commissioning

The latest acceptable schedule/ dates for various inputs from OWNER should also be indicated clearly.

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APPENDIX-VI to ITB

**BIDDER TO GIVE PROPOSED PROJECT ORGANISATION
STRUCTURE AND MANPOWER DEPLOYMENT SCHEDULE
ALONGWITH CVs OF KEY PERSONNEL**

The organisation structure of CONSULTANT personnel to be deployed for the work should be clearly defined. One project leader shall be appointed who will be responsible for all the project activities from engineering, design, inspection & construction for better co-ordination of the project.

(STAMP AND SIGNATURE OF TENDERER)

APPENDIX-VII to ITB

INFORMATION ON HEALTH, SAFETY & ENVIRONMENT

1. Safety records for last three years (supported by clients certificate)

No. of Fatality

No. of Injury

(The Bidder has to give details of Accidents)

NOTE: This should include not only Bidders's own workmen but also of all the workmen/employees of the agencies engaged in the project for which this bidder is the CONSULTANT/Engineer-in-charge

2. Safety Organisation: Manpower with Designation.
3. Company's Safety Manual.
5. Procedure for Monitoring safety performance and frequency.
6. Safety insurance Policy.
7. Procedure for investigation of Accidents and the type of incidents that are investigated.
8. Are there any safety incentive/penalty. If yes please mention details.
9. Disciplinary action procedure that addresses safety related infractions.
10. Describe how on-site job managers of the company and supervisors are held accountable for safety performance and how performance is monitored, assessed and communicated to them.
11. Description of how safety norms be applied to sub-contractors and monitoring thereof.
12. Description of the initial employee safety orientation programme proposed by the Agency.
13. Description of the types of safety, health and fire training the agency's works force has received and will receive.
14. Describe how often safety meetings are conducted, who presents and attends the meetings and how the topics are selected.

NOTE: Successful Bidder shall substantiate the information on above aspects to the OWNER in kick off meeting to be held after the award of the work.

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Chapter-10

FORMAT OF CONTRACT

(STAMP AND SIGNATURE OF TENDERER)



INDIAN OIL CORPORATION LTD.(MD)
ENGINEERING, HEAD OFFICE, MUMBAI
PROJECT NO: LPG/ENG/PT-252/2010

CONTRACT

FOR

SUB: CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, BASIC & DETAILED ENGINEERING, COST ESTIMATES, PREPARATION OF TENDER PACKAGES, CONSTRUCTION MANAGEMENT, SUPERVISION AT SITE AND OTHER SERVICES INCLUDING ASSISTANCE IN START-UP, COMMISSIONING & PERFORMANCE TEST RUNS FOR LPG MARKETING TERMINAL PROJECT AT PARADIP (ORISSA).

BETWEEN

**INDIAN OIL CORPORATION LTD.
(OWNER)**

AND

DATED: _____ 2010

CONTRACT NUMBER

(STAMP AND SIGNATURE OF TENDERER)



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IL CORPORATION LTD.(MD)
ERING, HEAD OFFICE, MUMBAI
R NO: LPG/ENG/PT-252/2010

CONTRACT

THIS CONTRACT made at Mumbai thisé é é é é é day of é é é é é ..20é BETWEEN INDIAN OIL CORPORATION LTD., a Government of India undertaking registered in India under the Indian companies Act, 1956, having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai-400 051(hereinafter referred to as the OWNER which expression shall include its successors and assigns) of the one part ANDé é é é é é é é é é é a company registered in India under the Indian Companies Act 1956, having its registered office até (hereinafter referred to as the CONSULTANT ò which expression shall include their successors and permitted assigns) of the other part:

WHEREAS

The OWNER desires to have taken up LPG Marketing Terminal Project at PARADIP(ORISSA).

AND WHEREAS

OWNER desires the CONSULTANT to undertake Consultancy Services for

more specifically mentioned and described in CONTRACT documents (hereinafter called the WORK which expression shall include all agreed modifications thereof) and has accepted the tender of CONSULTANT for the said WORK.

NOW, THEREFORE, THIS CONTRACT WITNESS as follows:

(STAMP AND SIGNATURE OF TENDERER)

ARTICLE 1

CONTRACT DOCUMENTS

- 1.1 The following documents shall constitute the contract documents, namely:
 - a) This contract
 - b) Tender documents as defined in the general instructions to tenders
 - c) Letter of Acceptance to Tender along with Fax of Acceptance.
- 1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure A while a copy of the Letter of Acceptance of Tender alongwith Annexures thereto and a copy of Fax of Acceptance dated é é é é é .are annexed hereto & said copies have been collectively marked as Annexure-B
- 1.3 Where the CONSULTANT is a **Proprietorship/ Partnership/ Private Ltd or Public Ltd./ Joint Venture or Consortium of one or more entities or persons**, Proprietor/all partners/members of the Partnership/Directors/Joint Venture/Consortium shall be jointly and severally liable for the performance of the Contract and off all obligations of CONSULTANT arising under the Contract and for the discharge of all the CONSULTANT's liabilities to the OWNER under or in respect of the Contract and any claim of the OWNER without any limitation of liability as between the OWNER and the proprietor/partners/members aforesaid, notwithstanding the existence of any agreement between the said proprietor/partners/members inter se limiting the liability of any proprietor/partner/member for or in the performance of any duties or obligations under the Contract.

ARTICLE 2

WORK TO BE PERFORMED

- 2.1 The CONSULTANT shall perform the said work upon the terms and conditions and within the time specified in the Contract Document.

ARTICLE 3

COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the Contract Document the OWNER shall pay CONSULTANT compensation as specified in the Contract document upon the satisfactory performance of the said work and/or otherwise as may be specified in the Contract Documents.

(STAMP AND SIGNATURE OF TENDERER)

ARTICLE 4

JURISDICTION

- 4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract shall lie only in the Court of Competent Civil Jurisdiction in this behalf at **Mumbai** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE 5

ENTIRE CONTRACT

- 5.1 The Contract Documents mentioned in Article-1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreement of any kind not included within the Contract document and all prior negotiations, representation, contract and/or agreements and understandings and hereby cancelled.

ARTICLE 6

NOTICES

- 6.1 Subject to any provisions in the Contract documents to the contrary, any notice, or communication sought to be served by the CONSULTANT on the OWNER with reference to the CONTRACT shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.
- 6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONSULTANT with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgment Due to the principal office of the CONSULTANT até é é é é é é é é é é é é é é é é
- 6.3 Date of notice or instruction shall be that day on which said notice or instruction is received.

ARTICLE 7

WAIVER

- 7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONSULTANT in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at all time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE 8

NON-ASSIGNABILITY

- 8.1 The Contract and benefits and obligations thereof shall be strictly personal to the CONSULTANT and shall not on any account be assignable or transferable by the CONSULTANT.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract in duplicate, the place, day and year first above written/while the CONSULTANT has executed these presents the day and year hereunder written against the CONSULTANT's execution.

SIGNED AND DELIVERED
For and on behalf of
INDIAN OIL CORPORATION LTD.

Byé é é é é é é é é é é é é é

In the presence of

1.

2.

SIGNED AND DELIVERED
For and on behalf of
(CONSULTANT)

Byé é é é é é é é é é ..

In the presence of

(STAMP AND SIGNATURE OF TENDERER)

Chapter– 11

CONDITIONS OF CONTRACT

1.0 DEFINITIONS

For the purpose of the CONTRACT, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- 1.1 **CONTRACT** shall mean the Contract including all Annexes thereto and all documents therein attached and amendments which the parties may hereafter agree in writing to be made to this Contract.
- 1.2 **OWNER** shall mean Indian Oil Corporation Ltd., a Company registered under the Companies Act, 1956 and having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai-400 051 and shall include its successors and permitted assigns.
- 1.3 **CONSULTANT** or **EPMC** shall mean the tenderer selected by the OWNER for this Consultancy job for the subject project and shall include the successors and permitted assigns of the CONSULTANT.
- 1.4 **PLANT/Terminal** shall mean the Units and Facilities comprised in the PROJECT, and if divided into different packages or tenders for the award of LSTK Contracts/ other Work Contracts/ Supply Contracts, shall mean the Unit(s) and/or Facilities comprised in each package.
- 1.5 **WORK** shall mean the responsibilities to be discharged by CONSULTANT for fulfilling its obligations under this CONTRACT.
- 1.6 **EFFECTIVE DATE** of Contract shall be the date of issue of **Letter of Intent (LOI) issued by the OWNER** accepting the CONSULTANT's bid.
- 1.7 **DESIGN BASIS** shall mean requirements as agreed between OWNER and CONSULTANT for undertaking Basic and Detailed Engineering of the PLANT under CONSULTANT's scope of work.
- 1.8 **ENGINEERING DESIGN BASIS** shall mean requirements as agreed between OWNER and CONSULTANT for performing engineering design of PLANT under CONSULTANT's scope of work.
- 1.9 **MECHANICAL COMPLETION** shall mean completion of PLANT as defined in the CONTRACT.
- 1.10 **BATTERY LIMIT** shall mean the demarcated area within which all the Units and Facilities under CONSULTANT's scope as detailed in the CONTRACT are being installed for PLANT.
- 1.11 **OUTSIDE BATTERY LIMIT FACILITIES (OSBL)** shall mean the Offsite Facilities which are required to be set up outside the BATTERY LIMIT.
- 1.12 **VENDOR** shall mean any third party supplying any of the equipment / materials for setting up PLANT covered under CONSULTANT's Scope of Work.

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- 1.13 **TURNKEY CONTRACTORS** shall mean any third party whose services are obtained for Engineering, Procurement, Supply and Construction (EPC) of Unit /Facilities/System on Lumpsum Turnkey basis covered under Scope of Work.
- 1.14 **PERFORMANCE TEST** shall mean the test or series of tests to be carried out as defined in the CONTRACT.
- 1.15 **UNIT** shall mean a particular process unit etc. which forms a distinct operating system and is a part of the PLANT.
- 1.16 **SYSTEM** shall mean the breakdown of the PLANT into precisely demarcated sections or components other than UNIT as detailed in the CONTRACT to facilitate smooth start up and commissioning of the PLANT.
- 1.17 **AUTHORIZED REPRESENTATIVE** shall mean OWNER's/ CONSULTANT's representative, authorized to act for and on behalf of OWNER / CONSULTANT, as the case may be.
- 1.18 **PRE-COMMISSIONING** shall mean all activities required to be performed after final tests for all plant, equipment & machinery comprised within the PLANT which is the subject matter of the CONTRACT to bring the equipment covered from an inactive condition to a state ready for trial run and shall include but not limited to checking of systems and vessels, flushing and steam blowing, air blowing of pipelines, system leak checking up to the specified pressure, purging the system using inert gas, checking of total instrumentation system of the plant,, checking of electrical equipment for proper earthing, installation of resistance, conducting operability tests on individual equipment, vessels and system, integration of all control systems of the unit with control systems of the Plant & other activities required to be performed in terms of the contract and as per OISD OR OTHER CODES the head COMPLETION OF CONSTRUCTION & division of responsibility between the OWNER & CONSULTANT after final tests and before commissioning/ trial run of the Unit.
- 1.19 **START-UP** shall mean all activities required to be performed after pre-commissioning and prior to trial operation and shall include final pre-commissioning inspection and check out of equipment, vessels & system and supporting sub system, initial operation of complete equipment and systems within the PLANT to obtain necessary pre-trial operation data. Confirmation and correction of calibration, & change of safety interlock/control loop, if required, shutdown inspection and adjustment and other steps required to be taken prior to and enable commissioning/ trial operation.
- 1.20 **COMMISSIONING** means pressing into service the unit(s), equipment(s), vessels, pipeline(s), Machinery and systems & sub systems comprised within the PLANT in accordance with procedures as approved in plant specific Operating Manual and as per the requirement of Vendors or which is the subject matter of the contract after successful testing and trial run of the PLANT.

- 1.22 **“PROCESS DESIGNER”** shall mean any third party whose services are obtained for supply execution and/or erection of units/facilities covered under CONSULTANT'S Scope of Work.
- 1.23 **INTERPRETATION**
- 1.23.1 Unless the context otherwise requires:
- a) words importing the singular only also include the plural, and vice versa;
 - b) words importing persons or parties shall include firms, partnerships, consortia, joint ventures, associations, corporations and any organization having legal capacity, and vice versa;
 - c) words importing one gender shall be construed as including the other gender or the neuter; words importing the neuter shall be construed as including either gender.
- 1.23.2 The index and marginal notes or headings in this Contract and any other document forming part of this Contract shall not be construed to be part of Clauses themselves and shall not be taken into consideration in the interpretation or construction thereof or of this Contract as a whole except for assistance in resolving an ambiguity.
- 1.23.3 Subject to any express provision to the contrary contained elsewhere in this Contract, any period of time fixed by this Contract or determined pursuant to this Contract for doing any act or thing shall be reckoned in accordance with the following provisions:
- a) non-working days of the week and public holidays in the CONSULTANT @ country and in India shall be included and shall not be excluded in any such period of time;
 - b) month/ week/ day shall mean a Gregorian calendar month, calendar week and calendar day respectively;
 - c) where the act or thing is required to be done within a specified period after or from a specified date, the period shall begin immediately after that date;
 - d) where the act or thing is required to be done within or in not more than a specified period before a specified date, the period shall end immediately before that date.
- 1.23.4 Communications which under this Contract are required to be in writing may be hand-written, type-written or printed and may consist of a duly received facsimile transmission.
- 1.23.5 All references in this Contract to Clauses or Sections are references to Clauses or Sections numbered herein, and not to those in any Exhibit forming part of this Contract or to any other Contract Document unless specifically stated to be so.
- 1.23.6 Wherever in this Contract provision is made for giving or issue of any notice, consent, approval, certificate, instruction, request, or determination by any Person, unless otherwise specified, such notice, consent, approval, certificate, instruction, request, or

determination shall be in writing and the words "notify", "certify", "instruct", "request" or "determine" shall be construed accordingly.

- 1.23.7 No verbal agreement, assurances, representation or understanding given by any employee or officer of the OWNER or so understood by the CONSULTANT, whether given or understood before or after the execution of the Contract, shall any-wise bind the OWNER or alter the Contract documents unless specifically given in writing and signed by the OWNER's Representative on behalf of the OWNER and CONSULTANT's authorised representative as an agreed variation and amendment of the relative terms in the Contract documents.

2.0 **THE PROJECT**

- 2.1 The PROJECT shall mean the activities required for realization of the PLANT as detailed in **Chapter- 8 and elsewhere in this tender document.**
- 2.2 CONSULTANT's services are envisaged only for the above PLANT. Division of responsibilities between OWNER and CONSULTANT for the PROJECT shall be as per provision given in the tender document.

3.0 **SCOPE OF WORK**

3.1 **CONSULTANT'S RESPONSIBILITY**

- 3.1.1 CONSULTANT shall perform services as described hereinafter for the Project as defined in relevant Paras and as per the division of Responsibilities as defined in the tender. These services include but not limited to Project Management Consultancy Services involving Carrying out various input data collection for the project from authorities, conducting topographical surveys of Plot and approach road, soil investigation of Plot & approach road, undertaking various studies like Risk Analysis study(RA), Disaster management Plan, Environmental Impact Assessment (EIA), HAZOP/HAZAN & other studies required for environmental /Pollution control clearances/approval , Providing basic engineering & design for the project , Preparation of cost Estimate based on basic engineering , Providing detailed engineering & design for the project , Preparation of cost Estimate(with 10% accuracy) based on detail engineering, Preparation of detailed engineering & estimates for rerouting & dismantling of existing facilities , Preparation of tender documents for lumpsum turnkey (LSTK) & other contracts with tender wise detailed estimates(with 10% accuracy), rate analysis & basis of estimates, assistance to IOCL in tendering and award of LSTK contracts & other contracts, review and approval of detailed Engineering and Drawings submitted by Vendors/contractors, assistance in Procurement & expediting services, assistance in obtaining statutory approvals, overall Project Management services, Construction Management , construction supervision at site including Quality Assurance/ control services ,assistance in start up, Pre Commissioning, commissioning & performance test runs for LPG Terminal at Paradip. The scope of Consultant also includes all visits of Consultant's personnel /professionals (from their design office as well as from Paradip site) to Owner/IOCL's offices or any third party offices or works or Paradip site as required for the job or as directed by Owner /IOCL for the completion of the works as per scope of work given in this tender and for project monitoring,

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presentation, meeting, inspection etc. The Lumpsum rates quoted by Consultant shall includes the cost of above visits as necessary for completion of works. The consultant is required to undertake the visits immediately as directed by Owner/IOCL or as required for completion of the works/project. If Consultant fails to undertake visits within time frame advised by Owner/IOCL, Owner/IOCL shall deduct proportionate amount as accessed by Owner/IOCL towards visit charges from the Lumpsum rates quoted by Consultant (as per Price Part II in Chapter 16 , Form2, 3 , 4)

- 3.1.2 CONSULTANT shall perform the Work promptly in an efficient, orderly and workmanlike manner and shall deploy necessary qualified and skilled persons according to the requirement of the Work, enforce discipline and order among its employee and observe the safety and security instructions of OWNER while operating at the site. If necessary, the CONSULTANT shall work overtime or in two or more shifts in a day and or Sunday and/or holiday without any extra compensation.
- 3.1.3 CONSULTANT shall represent, warrant and agree that in the execution and performance of this Project, it will comply with any and all applicable laws.
- 3.1.4 CONSULTANT shall within **4 months after Mechanical Completion** submit to OWNER all final bills of the Contractors. CONSULTANT shall make recommendations to enable OWNER to settle all the outstanding matters/disputes with the third parties regarding pending bills, claims, cases of delayed delivery/delayed completion etc. of vendors and contractors within four **months from Mechanical Completion** of the Project. However, with respect to the unsettled matters by this period, CONSULTANT shall hand over all documents alongwith suggested action plan pertaining to such outstanding matters to the satisfaction of the OWNER to enable OWNER to directly process thereafter.
- 3.1.5 CONSULTANT must take prior approval of the OWNER regarding the vendors and contractors list for supply/ undertaking various jobs pertaining to the Project and follow OWNER's agreed & approved tendering & procurement (if required) procedure.
- 3.1.6 CONSULTANT shall assist OWNER in obtaining necessary statutory approvals, clearances from the statutory bodies like PESO, Environmental Clearances from Ministry of Environment & Forest, New Delhi, Consent from PCB, Factory inspector, District Collector, Fire services ,Industrial Licensor, Legal Meterology , Paradip Port Trust etc. in connection with the PROJECT.
- 3.1.7 CONSULTANT shall be responsible for measurement, checking and certification of Supplies and Works performed by Vendors, Contractors and/or Contractor's Vendors.
- 3.1.8 CONSULTANT shall provide key commissioning personnel for the Assistance in commissioning of the Plant.

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- 3.1.9 CONSULTANT shall develop and install a suitable communication system for transfer of various documents/ drawings electronically/ through E-mail/ Internet among CONSULTANT, Licensor(s), Contractors and OWNER.
- 3.1.10 CONSULTANT shall list out the requirements of consumables & chemicals alongwith their quantity and detailed specifications required for pre-commissioning, trial runs and six months continuous running. The same is required to be given to OWNER six months in advance for procurement.
- 3.1.11 Details of CONSULTANT's scope of Work shall be as per Chapter-12 and chapter 8.
- 4.0 OBLIGATIONS OF OWNER**
- Obligations as described hereinafter shall be discharged by OWNER whichever applicable within an agreed time schedule to CONSULTANT, unless otherwise mentioned.
- 4.1 OWNER shall furnish tentative layout Plan, Project description and Schedule of tendering .
- In case some new drawings are required to be developed, CONSULTANT shall develop the same at no extra cost to the OWNER.
- 4.2 Required Hook-up points at various locations with the existing system shall be identified by the OWNER/ CONSULTANT in consultation with the OWNER. Associated drawings, schemes, plan for execution and all other services related to above shall be provided by CONSULTANT for its execution through Contractors. OWNER will provide necessary clearances for executing the Hook-ups.
- 4.3 OWNER shall furnish details regarding pressure, temperature and flow of various utilities and off-site facilities required at the respective Battery Limits.
- 4.4 OWNER shall furnish necessary technical data to the extent available to finalise the Engineering Design Basis.
- 4.5 OWNER shall place direct orders on Vendors/ Contractors based on CONSULTANT's recommendations and enter into direct contracts with Contractors and other agencies for supply of all equipment, materials and construction service required for the Project, however, CONSULTANT shall be the Engineer-in-Charge (E-I-C) for all the Contracts and shall discharge all the responsibilities as may be required to be discharged as Engineer-in-Charge under the Contract.
- 4.6 OWNER 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.
- 4.7 OWNER shall appoint and make available to CONSULTANT throughout the tenure of the Project, a representative duly authorized to act for and on behalf of OWNER with respect to any and all provisions of this Contract. CONSULTANT shall be advised in writing the name and address of such representative and in case of any change, the same shall also be notified to CONSULTANT.

- OWNER shall obtain necessary licenses, permits, etc. like, statutory approvals/clearances from PESO, IBR etc. required in connection with the design, purchases and import of materials, construction, erection and operation of the Plant. However, as mentioned earlier, CONSULTANT shall render all assistance including development of documents for the statutory approval like IBR, PESO, Factory inspector, Industrial Licensor etc. to OWNER to obtain these licenses, approvals, clearances, permits and allocations, connected with the Project. CONSULTANT will also provide all support to OWNER for various liaison jobs in this respect including visits to the office of Statutory Authorities.
- 4.9 OWNER shall maintain adequate budget allocation for Project implementation so that the same is not hampered for want of funds.
- 4.10 OWNER will provide land free from any encumbrance required for the Project. Clearance of physical restriction like Pipelines, underground structures/ lines, overhead transmission lines etc., if existing, on the land will be arranged at owner's cost.
- For CONSULTANT's staff posted at site, OWNER shall provide the following facilities:
- a) Land for construction of Office (the office shall be constructed by the CONSULTANT at its own cost) with free supply of water & electricity.
 - b) P&T telephone(s) with STD facility at CONSULTANT's site office on chargeable basis at actuals. CONSULTANT to indicate their actual requirement.
- 4.11 OWNER shall carry out start-up and commissioning operations in consultation with vendors. CONSULTANT to assist in start-up / commissioning activities.
- 4.12 OWNER shall provide all operating, maintenance and supervisory personnel including technicians for commissioning and performance test runs. CONSULTANT shall provide Key commissioning staff for smooth commissioning of each units and facilities.
- 5.0 **MECHANICAL COMPLETION & PROJECT COMPLETION**
- 5.1 When the construction of the Plant has been completed, other than in minor respects which do not prevent commissioning, all civil engineering is completed, all equipment and machinery are installed and aligned, all piping and instrumentation work is completed including insulation & painting, all electrical work is completed, all hydrostatic/ pneumatic testing is done, speed and direction of rotation of all prime movers is checked, relays are set and all scales, meters, measuring devices and recorders are calibrated, all instrumentation jobs are completed in all respect as per requirements, all the loops and interlocks are tested and set as per enclosed list, CONSULTANT shall notify OWNER in writing that the Plant/ Unit/ System is mechanically completed and all the major pre-commissioning check list points are liquidated and unit is ready for pre-commissioning & start-up trial runs as defined in detailed in enclosed list, under the "Completion of Construction".

5.2 On completion of work(s) by the contractors, CONSULTANT shall carryout detailed checking of the complete Systems/ Facilities/ Work and shall prepare punch lists as soon as possible indicating the outstanding items & procedures required for their completion or rectification before the Mechanical Completion and shall coordinate with the Contractor(s) to attend to all jobs, including completion of all additional punch list items as provided by OWNER and/ or Vendors and regulatory bodies like OISD, PESO, TAC, Factory Inspector etc. to make the Plant ready for pre-Commissioning. Upon satisfactory completion of all the items of the punch lists and satisfactory pre-commissioning of the Units/ Plants/ Systems, CONSULTANT shall recommend to OWNER the issue of relative Mechanical Completion Certificate(s).

Based on the CONSULTANT's recommendation OWNER shall, except for good cause to the contrary, issue the Mechanical Completion Certificate(s).

5.3 **The date of completion of pre-commissioning as aforesaid shall be deemed to be the date of Mechanical Completion of the Plant for the purpose of this Contract.**

5.4 The Project shall be deemed taken over on successful commissioning of the same and supply of all documents, spares, surplus material, as built drawings etc. as per contractual provisions by the CONSULTANT and acceptance of the same by the OWNER.

6.0 **CONTRACT PRICE, TAXES**

6.1 Contract Price: A breakdown of the Contract Price is contained in Price PART-II. In consideration of CONSULTANT's agreeing to perform the Work in accordance with this Contract, OWNER shall pay to CONSULTANT the Contract Price as quoted in Price PART-II (consisting of two parts i Lumpsum price & Man Month rates/charges) - subject to such adjustments as are herein or otherwise in the contract document specified but otherwise without any adjustment, increase or discount.

6.2 Amounts Included in the Contract Price: Except as hereinafter otherwise specifically provided, the contract price is inclusive of any and all duties and taxes (**excluding service tax**) & other levies, current and future, payable on such Contract Price in India or in any other country and shall remain fixed and firm for the performance of all services by the CONSULTANT until completion and acceptance by the OWNER of all services commissioned through this Contract.

6.2.1 Taxation

- i. Foreign bidders shall quote their bid @Gross of Withholding Tax
- ii. All taxes, duties, fees, charges, expenses etc. including withholding tax & other levies (**Except Service Tax**) payable by the CONSULTANT under or in respect of or pursuant to the contract, or in respect of any fees or other payments thereunder shall be included in the quoted lumpsum price. The quoted price is also includes the cost of required all visits of Consultant's personnel /professionals (from their design office as well as from Paradip site) to Owner/IOCL's offices or any third party offices or works or Paradip site as required for the job or as directed by Owner /IOCL for the completion of the

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works as per scope of work given in this tender and for project monitoring, presentation, meeting, inspection etc. The Lumpsum rates quoted by Consultant shall include the cost of above visits as necessary for completion of works. The consultant is required to undertake the visits immediately as directed by Owner/IOCL or as required for completion of the works/project. If Consultant fails to undertake visits within time frame advised by Owner/IOCL, Owner/IOCL shall deduct proportionate amount as assessed by Owner/IOCL towards visit charges from the Lumpsum rates quoted by Consultant (as per Price Part II in Chapter 16 , Form 2, 3 , 4)

- iii. The Owner shall reimburse **Service Tax** levied on and paid by the CONSULTANT on any services performed by the CONTRACTOR under the Contract, subject and to the extent of the CENVAT benefits on services passed on by the CONSULTANT to the OWNER and available to the OWNER for set-off against excise duty payable by it.

To enable the OWNER to avail of such CENVAT benefit, the CONSULTANT shall furnish to the OWNER any and all certificates and documents as may be required to be furnished by OWNER for the OWNER to avail of the CENVAT benefits with respect to Service Tax reimbursed by the OWNER on the services provided by the CONSULTANT.

- iv. Man Month rates quoted by the CONSULTANT, under Form-3, 4 of the Price Part-II shall also be exclusive of Service Tax.
- v. If any new tax ,duties, levies etc. is imposed by the Central or State Government subsequent to the submission of the bid/ revised bids (as the case may be) on any payments due to the CONSULTANT shall be reimbursed to the CONSULTANT the amount of such tax duties, levies etc. lawfully paid and borne by the CONSULTANT against proof of payment. However, any increase in the taxes, duties, levies etc. after the submission of bid/ revised bid shall be borne by the bidder.

6.2.2 Government of India policy requires that all fees and charges shall be paid subject to deduction of Indian Income Tax at prescribed rates on any money payable by the OWNER to a non-resident Contractor/ CONSULTANT as applicable from time to time.

6.2.3 OWNER will apply for authorisation from the Indian Income Tax Authorities for payment to CONSULTANT after deduction of Income Tax. The necessary Income Tax as determined by the Indian Income Tax Authorities shall be deducted from CONSULTANT's invoice(s) and deposited with the Indian Income Tax Authorities and Authorisation will be obtained on the basis of the receipted challan before OWNER pays the Contract Price to CONSULTANT. OWNER will provide the Tax Deduction Certificate to CONSULTANT.

6.2.4 However, the CONSULTANT shall be primarily responsible for the payment of all taxes payable by CONSULTANT.

6.3 **Prices quoted by the Bidder shall remain firm and fixed and valid until completion of the contract performance. The rates stated in the Schedule of**

Rates shall not be subject to escalation or increase on any account whatsoever till completion of job in all respect.

7.0 **TIME SCHEDULE**

7.1 Time Schedule for Completion of Project shall be as per Chapter-14.

7.1.1 **Commencement of Work:** CONSULTANT shall commence the Work promptly upon the Effective Date, and shall thereafter use its reasonable required efforts and resources to perform its obligations pursuant to this Contract in accordance with the Time Schedule. CONSULTANT recognizes the importance to OWNER of the completion of the Work in accordance with the Time Schedule.

7.2 **Work Program:** CONSULTANT shall within 15 days after the Effective Date of Contract furnish to OWNER for approval a detailed Work Program showing how CONSULTANT proposes to perform the Work in accordance with the Time Schedule of Work (incorporating but not limited to all Milestones and Milestone Tasks as per Clause 13.0 in order to complete the work within the specified time.

A) Following deliverables/major activities shall be a part of Work Program:

- i) Conducting surveys, studies, data collection, soil investigation
- ii) Development of Plot Plan & Layouts
- iii) Preparation of Basic Engineering & Design for the Project with Estimates.
- iv) Preparation of Detailed Engineering & Design for the Project with Estimates (10% accuracy).
- v) Develop/ compile standards/ specifications applicable to entire Project.
- vi) Pre-qualification and Preparation of LSTK & other tender bids including tender for appointment third party inspection Agency
- vii) Assistance to IOC in Evaluation of tenders
- viii) Procurement & Expediting Services
- ix) Approval of Design & Drawings of vendors & Contractors
- x) Assistance in obtaining statutory approvals.
- xi) Management, Construction & Supervision of the LSTK Contracts & other contracts at site
- xii) Overall Project Management
- xiii) Pre-commissioning/ Commissioning of the Project.
- xiv) Performance Guarantee Test Run

The OWNER and CONSULTANT shall thereafter settle such work program and such settled program signed on behalf of the OWNER and CONSULTANT shall constitute Time Schedule of Work or Schedule of Work for the purpose of the Contract.

7.3 **Approval of Program:** OWNER shall, within 15 days of receipt of such program, notify CONSULTANT in writing that:

- i) the work program is approved with or without modification; or
- ii) the work program is rejected, in which case reasons for such rejection shall be given; or

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my further information is required to clarify or substantiate the work program.

Provided that if none of the above actions is taken within the said period of 15 days, OWNER shall be deemed to have approved the program submitted. CONSULTANT shall, within 15 days of receiving notification under Clause 7.3 (iii), provide the further information requested failing which the program shall be deemed to have been rejected. CONSULTANT shall within 7 days thereafter submit a revised program taking account of the reasons given for the rejection or incorporating the further information requested by OWNER. After OWNER's approval of such detailed program, CONSULTANT shall comply therewith, provided that such program may thereafter be modified with OWNER's prior, written consent.

7.4 **Priority of Work**: CONSULTANT shall give the Work the highest priority and no other work of CONSULTANT shall take precedence over the Work, nor shall CONSULTANT make any allocation of its resources which would have the effect of delaying the timely performance of the Work.

7.5 **Maintenance of Schedule of Work**: If CONSULTANT is not performing the Work at a rate which will maintain the Schedule of Work, CONSULTANT shall, at its expense and without entitlement to any additional compensation, cause CONSULTANT's Personnel to work such overtime and shall furnish such additional personnel and other resources and inputs/ materials as may be required to comply with the Schedule of Work.

7.6 **Adjustments of Schedule of Work**: Time Schedule of Work shall be adjusted only:

- i) by an extension of time granted by the OWNER or
- ii) when the Parties otherwise agree in writing that the Time Schedule of Work should be extended or accelerated.

8.0 **GUARANTEES AND LIABILITIES**

8.1 **General Warranties**: CONSULTANT warrants that:

8.1.1 **Personnel**: All professional personnel of CONSULTANT and its Subcontractors shall have proper qualifications for the Work assigned to them hereunder.

8.1.2 **Standard of Care and Work**: CONSULTANT and each Subcontractor shall perform their obligations under this Contract in conformity with the international standards of care employed by leading engineering firms in the petroleum refining and pipeline industry and all Work shall be of high standard.

8.1.3 **Management, Design and Development**: The management, design and development of the Work shall conform with this Contract and shall be free of defects and deficiencies. The management, design and development shall be such that the Work shall comply with the terms of this Contract and shall meet all design, safety and performance and other criteria as specified herein.

8.1.4 **Work**: The Work shall be fit for the purposes and uses specified contemplated in this Contract.

8.1.5 **Other Services**: All Work performed by CONSULTANT and Subcontractors not otherwise mentioned in this **Clause 12.1**, including, without limitation, inspections

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performed by CONSULTANT or its Subcontractors under this Contract, shall be adequate and sufficient for the purposes specified, in conformity with the terms of this Contract and free of defects and deficiencies.

CONSULTANT's obligation to manage, design and develop the Work correctly, and the General Warranties set forth above, shall not be reduced or affected by any inspection, test, acceptance or payment, OWNER's approval of any designs, drawings or specifications, or by the issue of the Certificate of Acceptance of the Work or any re-performance or replacement of any part of the Work.

8.2 Completion Warranty

8.2.1(a) Completion Warranty of CONSULTANT's Services :

Without limiting the effect of the General Warranties or any other provision of this Contract, CONSULTANT warrants that completion of Milestone , **as set forth in Clause 13.0**, shall occur no later than end of month 26 (twenty six) from Effective Date of Contract subject to any extension granted under and in accordance with **Clause 23.4**.

8.2.1(b) Project Completion Warranty:

Without limiting the effect of the General Warranties or any other provision of this Contract, CONSULTANT warrants and acknowledges the time for mechanical completion of the project as specified under the Time Schedule (Chapter-11).The time for performance/completion of EPCC phase will be duly covered along with applicable liability Clauses in the LSTK Contracts & other contracts and CONSULTANT undertakes to maintain the follow-up and generation of documentation required to monitor the LSTK Contractor(s) other contractors' progress and assist OWNER in claiming and recovering from LSTK Contractor(s)/other contractors the full liability and damages available to the OWNER attendant upon any delay of performance under the LSTK Contractor(s)/other contractors.

8.2.2 **The parties are also agreed that the OWNER shall be entitled to a price discount for the delay due to reasons attributable to CONSULTANT by way of price adjustment based on the date of achievement of mechanical completion of the respective LSTK packages & other packages/tenders, @1% (one per cent) of the total Lumpsum price (excluding service tax) for each completed week (seven days) of delay in achieving mechanical completion of the project beyond the date of mechanical completion specified in Chapter-14 subject to a maximum of 10% (ten per cent) of the total Lumpsum price(excluding service tax).**

This shall be the sole financial liability of CONSULTANT to the OWNER towards delay in Mechanical Completion of the Project.

8.3 GENERAL GUARANTEES

8.3.1 In the event of faulty or defective Engineering ,Hazop Study and Hazan, Engineering Design Basis and/or Engineering & Design of the various facilities of Terminal /Unit and/or faulty approval of design(s), drawing(s) and specifications, including error or omission in the technical services or studies done, undertaken or performed by

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CONSULTANT within the scope of Work described in **Chapter-12 & 8**, CONSULTANT shall promptly and at its own cost and initiative carry out and undertake corrective studies, design(s), drawing(s) and engineering as may be necessary to rectify the fault or defect without any additional cost to the OWNER. However, no such liability shall lie after expiry of Defect Liability Period, if the Performance Guarantees have been met.

- 8.3.2** For the benefit of OWNER, CONSULTANT shall include in Purchase Orders and LSTK/ Work Contracts a requirement for guarantees from equipment, materials VENDORS and Contractors against defects in materials and workmanship and shall assist OWNER in the enforcement of such guarantees. However, CONSULTANT shall not be required to enter into any litigation with VENDORS/ CONTRACTORS on behalf of OWNER.

8.4 PERFORMANCE GUARANTEE

- 8.4.1** The CONSULTANT shall be responsible for PLANT performance guarantees in terms of product quality and rated capacity including turn down capacity of each Unit and/ or facility and/ or systems so far as relate to or depend upon or arise out of any Design, Hazop Study and Hazan, Design Basis performed and/ or done and/or designs, drawings and/or specifications furnished or approved by the CONSULTANT and to Engineering and Design , detailed Engineering or other work performed, done or approved by the CONSULTANT. Failure to meet the performance guarantees, including under-performance of any equipment shall, subject to the provisions of **clause 8.3 hereof**, be made good by the CONSULTANT by alteration, replacement or repair (including hook-up, testing and commissioning) as necessary at no extra cost to the OWNER. Although the CONSULTANT is not responsible for process guarantees for the process units, the CONSULTANT shall conduct all activities necessary for collecting required data during guarantee performance test runs of these units/ facilities to identify problems of non-performance for further analysis and modifications required to meet process performance parameters.

- 8.4.2** Performance Guarantee of Unit(s)/ Facility(ies)/ System(s) for which Process Design is done by the CONSULTANT

The CONSULTANT further guarantees that the facilities for which the design is furnished by CONSULTANT, when completed as per CONSULTANT's design and specifications and operated during a performance test in accordance with CONSULTANT's operating instructions using raw materials and utilities required, will operate to meet the Plant Performance Guarantees in respect of product quality and rated capacity including turn down capacity of each Unit and/ or Facility/ system, failing which provisions of 8.4.1 shall apply.

8.5 START-UP AND COMMISSIONING

- 8.5.1** Start-up and Commissioning of the Unit(s) consists of activities as defined in **Clauses 1.18 & 1.19 of Conditions of Contract**.
- 8.5.2** The Unit(s) shall be started up and commissioned by the OWNER alongwith CONSULTANT's designated representative in accordance with Specifications etc. for units/ facilities for which Engineering & design is done by CONSULTANT.

- 8.5.3 After completion of erection and prior to start up of the UNIT/ Facility OWNER and CONSULTANT representatives will inspect the UNIT/ Facility as well as individual plant equipment as to their being erected in accordance with the requirements and as to their readiness for start-up in all respects including process requirements. Without prejudice to the responsibilities of the Vendors, the responsibility for correctness of the PLANT will also lie with the CONSULTANT. All modifications required for safe and smooth startup of the plants and facilities will be incorporated by CONSULTANT in their detail engg. and will be implemented before commissioning.
- 8.5.4 In course of such an inspection, OWNER and CONSULTANT's representative shall indicate in writing those adjustments, alternations and/ or repair relating to the Unit/ Facility and individual plant/ equipment as it deems necessary for start-up, commissioning and performance test run and such adjustments, alterations, and/ or repairs shall be immediately arranged to be carried out by OWNER/ CONSULTANT as part of start-up operation at OWNER's cost. The time required for these adjustments, alterations and/ or repairs shall be mutually agreed between CONSULTANT & OWNER.
- 8.5.5 CONSULTANT shall submit list of systems and prepare list of pre-commissioning activities to be performed for all applicable disciplines against each system, including flushing schemes for piping sub-systems. These documents shall be prepared, discussed and submitted to owner at least 90 days before start up pre-commissioning activities for all the facilities.
- 8.5.6 Requisite documentation, formats and procedures for carrying out pre-commissioning start up and commissioning activities will be firmed up with owner in line with pre-commissioning schedule requirements.
- 8.5.7 OWNER will arrange their own operating manpower as required for commissioning of facilities in the Project, such as:
- Commissioning Co-ordinator
 - Shift In-charge
 - Control Room Co-ordinator
 - Field Supervisors
 - Trained Operators
 - Technicians for Equipment & Instrument troubleshooting
- The indigenous vendor representatives required for commissioning shall be arranged by CONSULTANT as per Purchase Order terms.
- 8.6 PERFORMANCE TEST FOR EACH UNIT
- 8.6.1 For the purpose to demonstrate that the UNIT meets CONSULTANT's guarantees according to Section 8.4, one or more performance tests shall be carried out for a maximum of 120 hours each under the technical direction of CONSULTANT and/ or their designated representatives after commissioning the plant in accordance with

the procedure and on conditions as set forth hereunder. At the end of the performance test an uninterrupted period of 72 hours shall be selected by CONSULTANT in consultation with OWNER and the average results obtained during that period shall form the basis of comparison between the actual performance and guaranteed performance as per Section 8.4.

- 8.6.2 The exact date of the Performance Test shall be mutually agreed upon between CONSULTANT and OWNER.
- 8.6.3 The performance test shall be carried out in accordance with a detailed technical program to be drawn up by CONSULTANT, which shall be discussed and finalized in consultation with OWNER prior to the commencement of the performance test.
- 8.6.4 The performance test shall be conducted under normal operating conditions. Wherever standby equipment and/ or machinery have been provided, the standby capacity will not be utilized.
- 8.6.5 Measuring method of tolerances and the instrument for analysis shall be as per accepted practices and shall be mutually agreed upon before the start of the performance test.
- 8.6.6 If a performance test has been carried out for a maximum of 120 hours and a run of 72 hours is not available due to interruptions for which CONSULTANT is not responsible then an aggregate of 96 operating hours shall be chosen and the average results obtained shall form the basis of comparison between the actual performance and the guaranteed figures.
- 8.6.7 In case the first performance test fails to meet CONSULTANT's guarantees as per Section 8.4, the authorized representatives of both CONSULTANT and OWNER shall mutually discuss and determine the causes of failure of the test. Necessary modifications required will be suggested by CONSULTANT in writing and OWNER shall arrange to carry out these modifications in a time to be agreed upon mutually between CONSULTANT and OWNER. OWNER and CONSULTANT shall mutually establish a date by which the second performance test can be commenced after the modification. If required, a third performance test or more will be mutually decided.
- 8.6.8 Within five days after completion of a performance test, all relevant operating and production figures having any bearing on CONSULTANT's guarantees or in connection therewith and actually achieved during the performance test conducted shall be recorded in a protocol to be signed by authorized representatives of both parties.
- 8.6.9 CONSULTANT's guarantees according to Section 8.4 are deemed to have been met and pursuant thereto CONSULTANT's obligations under this CONTRACT are deemed to be fully completed in respect of the UNIT once all guarantee figures according to Section 8.4 have been established during one or more performance tests carried out as above.
- 8.6.10 **If for reasons not attributable to CONSULTANT the UNIT/ PLANT can not be commissioned within 6 (six) months of its MECHANICAL COMPLETION, the Owner**

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shall release advance payment of amounts payable under the item no. 14 of Form-2A and due to the CONSULTANT, subject to the following:

- i) The CONSULTANT shall be and remain responsible to provide all services and meet all responsibilities, obligations and liabilities of the CONSULTANT under the Contract, including but not limited to undertaking all functions, duties and activities necessary on part of CONSULTANT to Commission the UNIT/ PLANT (as and when called upon by the OWNER) and to prove and/ or cause to be met all performance and other guarantees applicable to the UNIT/ PLANT and to undertake and perform other functions, duties, obligations and responsibilities whatsoever of the CONSULTANT upto and until completion of CONSULTANT's activities under the Contract without any additional cost to the OWNER and additional payment to the CONSULTANT in respect thereof other than the amounts (if any) remaining payable to the CONSULTANT under the contract on completion of commissioning and performance tests in terms of the Contract.
- ii) The CONSULTANT shall furnish to the OWNER a Bank Guarantee acceptable to the OWNER in a sum equivalent to the advance payment received and valid until the commissioning of plant or expiry of the guarantee period specified in Clause 8.9 hereof plus 3 (three) months claim period, whichever is later.
- iii) The advance payment made to the consultant shall be adjusted upon completion of commissioning and performance tests in terms of the Contract and the BG shall be discharged by Owner.

8.7 CONDITIONS OF GUARANTEE

8.7.1 During the course of initial start-up, trial runs and in between successive performance tests, OWNER shall make such modifications to the facilities as may be requested in writing by CONSULTANT for overcoming any defects and/ or deficiencies affecting the performance of the facilities. OWNER and CONSULTANT in consultation with Vendors where relevant and LSTK CONTRACTOR(s) shall mutually agree to a time schedule for such modifications to be arranged through contractors, vendors at no extra cost to the OWNER.

8.7.2 During any performance test, the process unit shall be operated with feedstock and utilities in quantity and of quality specified as per process design basis or if the design feedstock is not available then with the actual feedstock mutually agreed with new sets of guarantees.

8.8 LIABILITIES FOR PERFORMANCE GUARANTEES

8.8.1 If the performance guarantees as per Section 8.4 above are not met during any performance test(s) CONSULTANT may recommend to OWNER items of redesign, change or modification in the process unit or operating conditions. CONSULTANT will, at its own expense, provide corrective engineering designs to effect such redesign, change or modification, if the reasons for the same are attributable to the CONSULTANT.

8.8.2 If the OWNER agrees to incorporate the items of redesign, change or modification suggested by CONSULTANT, the performance tests shall be repeated after incorporation of such changes or modifications.

8.9 GUARANTEE/ DEFECT LIABILITY PERIOD

8.9.1 **CONSULTANT's guarantees shall be valid upto a period of 12 months from the date of successful performance tests and commissioning of the PROJECT/Terminal, which shall be reckoned as the Defect Liability Period for the purposes of this Contract.**

8.9.2 The performance guarantees will be demonstrated in the performance test runs conducted in accordance with Clause 8.6 hereof and associated clauses thereunder. After demonstration of the performance test run, CONSULTANT will not be required to re-demonstration such test runs during the Defects Liability Period specified in Clause 8.9.1 and all obligations of CONSULTANT with respect to performance guarantees shall be deemed to have been fulfilled upon such successful performance test run. This is however, without prejudice to the obligations of the CONSULTANT in respect of other guarantees, including under Clause 8.1 to 8.3 hereof.

8.9.3 In case of correction works done by the LSTK contractor or other contractors during the Defect Liability Period, the CONSULTANT shall support the OWNER with such services as may be required by the OWNER, which shall be additionally paid for at the agreed man-day/ month rates.

8.9.4 If within 12 (twelve) months from MECHANICAL COMPLETION of the Project, the Project is not commissioned or if commissioned, the performance tests are not undertaken for reasons not attributable to the CONSULTANT, the performance tests and commissioning of the Project shall for the purpose of calculating the Defect Liability Period be deemed to have been completed on the expiry of the said 12 (twelve) months period, but for all other purposes the CONSULTANT shall remain liable for all obligations relating to performance tests and commissioning of the Project in terms of the Contract.

8.9.5 If within 2 (Two) years after Mechanical Completion, the Project is not commissioned, or if commissioned the Performance Tests are not undertaken for reasons not attributable to the CONSULTANT, the OWNER shall be deemed to have waived commissioning and/or Performance Tests of the Project as the case may be, and the CONSULTANT shall be deemed to have performed the relative obligation to which the waiver applied on expiry of the said 2 (Two) years period.

8.10 PRICE REDUCTION FOR SAFETY VIOLATION

CONSULTANT shall be responsible for ensuring adherence of all safety requirements by LSTK contractor or other contractors. In addition to price reduction and deductions as provided for in the Contract, the OWNER shall be entitled to deduct from any payment due to the CONSULTANT, for violations of safety provisions by the CONSULTANT and/or any of the LSTK or other Contractors under his direct supervision, as per details given below :

Violation of applicable safety, health and environment related norm, resulting in :

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- a) Any physical injury, a price reduction of 0.5% of the Lumpsum Price excluding service tax (maximum of Rs. 2,00,000.00) per injury.
- b) Fatal accident, a price reduction of 1% of the Lumpsum Price excluding service tax (maximum of Rs. 10,00,000.00) per fatality.

8.11 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained elsewhere and irrespective of whether the basis of claim be at law or in equity and whether or not based upon contract, tort, negligence, strict liability or otherwise;

- a) CONSULTANT's sole and exclusive liability to OWNER and its affiliates for price reduction under Clause **8.2.2 and 8.10** hereof and all its obligations, representations, contributions, indemnification and guarantees arising by reason of entering into this Contract shall be solely and exclusively as expressed in this Contract and shall **be limited to an aggregate of 20% (twenty percent) of the total Lumpsum Price excluding service tax (as per FORM 2) receivable by the CONSULTANT under the CONTRACT, but excluding Patent Liability provided in Clause 20.0 and associated clauses thereunder and amount recovered from Insurance provided under Clause 18.0 and associated clauses thereunder.**
- b) Neither party shall be liable to the others for any and all consequential, special, speculative, indirect and incidental damages including but not limited to loss of use, loss of profits or product, for extra cost of producing product, for extra cost of capital, or for failure to achieve or delay in achieving anticipated profits or products.
- c) Each party to this contract acting on behalf of itself and its affiliates and representing that it has the right to do so waives the subrogation rights of its Business Interruption/ Extra Expense Insurers in favour of the other party, affiliates and their respective agents and employees.

9.0 DOCUMENTATION

9.1 DOCUMENTS FOR APPROVAL/REVIEW, COMMENTS

The documents listed below required to be submitted to OWNER by CONSULTANT for the purpose of either approval or review/comments as mentioned against each item. One copy of such documents shall be returned to CONSULTANT after making OWNER's comments within the time mentioned against each item. For only those documents requiring approval, three copies will be re-submitted to OWNER after incorporating the comments. Out of them, one copy will be signed and returned to CONSULTANT as approved document, within **one** weeks of submission. In case the documents are of such nature as requiring discussion/ redrafting for the purpose of consideration for approval, CONSULTANT/ OWNER shall organize meetings within **one** weeks of submission of draft document so that the comments can be finalized during such meeting. Soft copies of documents (in MS Word/ Excel/ AutoCAD/ PowerPoint etc.) shall be submitted to OWNER on demand:

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ITEM	NO. OF COPIES TO BE FURNISHED FOR		REMARKS
	APPROVAL	REVIEW/ COMMENTS	
(1)	(2)	(3)	(4)

HO + SITE

A. Process Documents

Flow Diagrams &

Material Balance 6+0 -

P&IDs of all system/sub systems 6+0 -

B. Basic & Detailed Engineering Documents

Overall plot plan 3+3 -

Unit Plot Plan 3+3 -

Design Philosophy, write ups

Design calculations for all systems/
sub systems including Civil, Structural,

Architectural, Electrical, Mechanical,

Instrumentation, Automation, Fire Protection,

Fire Alarms, Hazard Detection & Protection,

Communication, Access control, CCTV,

Water treatment & Harvesting, metering etc,

Caculations for selection of equipments, pipeline
sizing, Fittings, Cables , light fittings etc,

Data Sheets, Tech Specifications,

QAP etc. for all system

& sub systems 3+3 -

Electrical Single Line

Diagram, Elec layouts &

other electrical drawings 3+3 -

Instrumentation Diagrams &

Other drawings 3+3 -

Area Classification Diagram 3+3 -

Civil , Structural, Architectural
drawings for all facilities /areas

including Plan /elevations etc. 3+3 -

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Mechanical drawings, mech layouts & other drawings	3+3	-
Fire Protection & Fire Alarms Drawings incl. layouts etc.	3+3	-
Automation Drawings incl logic, interlocks , layout etc.	3+3	-
Hazard detection/Protection Drawings	3+3	-
Drawings for Access Control, Communication & Paging system, CCTV	3+3	-
Effluent Disposal Scheme	3+3	-
Water Harvesting/Water Treatment Scheme	3+3	-
Gas Monitoring System	3+3	-
Terminal Automation etc.	3 +0	
GADs and ISOs	3+0	

C. Estimating & Cost Control

Estimates based on basic Engg.	2 +2	
Estimates based on detailed Engg with rate Analysis & basis	2+2	
NIT estimates	2+2	
Tender estimates/ Rate Analysis or basis of rates	2+2	

D. Tenders

PQ document	3+0	
Bid documents	3+3	
Short listing recommendations of PQ and LSTK tenders & other tenders	3+0	-
Addendum(s) if any	3+0	-
Letter of Acceptance	2+1	
Tender documents with Addenda, if any	6+0	

Master Network	6+0	-
Bar charts and schedules	6+0	

9.2 DOCUMENTS FOR INFORMATION

Following documents, as applicable, will be submitted to OWNER as and when generated, for information

DOCUMENTS DESCRIPTION	NO. OF COPIES TO BE FURNISHED

	HO + SITE
Daily Progress Reports (H.O. & Site)	1+1
Weekly Progress Reports (H.O. & Site)	1+1
Monthly Progress Reports (H.O. & Site)	3+2
Tender Schedule	2+2
Procurement Schedule	1+1
Engineering Schedule	1+1
Construction Schedule	1+1
Milestones	2+2
Drawing Index	2+2
Relevant Correspondence and Minutes of Meetings with Vendors/ Contractors	2+1
Test Records wherever applicable	1+2
Overall Engineering Schedule (Bar Chart/ PERT/CPM Charts)	2+2
Overall Construction Schedule (Bar Chart/ PERT/ CPM Charts)	3+3

NOTE: In all deliverables, approvals are to be taken from the OWNER after incorporation of comments. The tender document shall be prepared with estimate/ specification/ /Data sheet/quantities/ QA/ works contract for LSTK bids & other tenders.

Following documents (as applicable) will be submitted to OWNER as final documents (Properly bound & indexed in order & volumes):

DOCUMENTS DESCRIPTION	NO. OF COPIES TO BE FURNISHED

	HO + SITE
P&IDs (As Built)	Originals+6
Plot Plan (approved)	Original
Plot Plan (As built)	Originals+6
Design basis	Originals+6
Single Line Diagrams	Originals+6
Draft LOA & tender document for CONTRACT agreement	6
As built drawings for all systems /sub system	Originals+ 6
As Built drawings for all facilities	Originals+6
Final Data sheets/Tech Specifications for All equipments/fittings etc	Originals+6
Cost Data	Originals+6

Note: In the quantities first figure indicates nos. required for HQ and second figure for site. All the document requirements are indicative only. **CONSULTANT shall have to meet the actual requirement for floating of enquiry, issue to all agencies at no extra cost to OWNER.** CONSULTANT shall act as custodian of all such documents as listed above till completion of the PROJECT.

CONSULTANT will furnish a data file of all the drawings. The file format of electronically prepared data file shall be on CDs/Portable Disc and in AutoCAD version (latest)/ PDS/ PDMS software. The line list and data sheet be provided on MS-EXCEL and all text items shall be in MS-WORD. All schedules and networks shall be prepared and furnished in PRIMAVERA Project Planner package (latest version).

The operating system/back-up utility preference of OWNER for the data exchange is Windows 98/2000/XP. **The above documentation is minimum required and Final documentation requirements shall be finalised after the award of work.**

10.0 **CONSULTANT 'S WORK AND RESPONSIBILITIES**

10.1 **The Work**: CONSULTANT shall perform the Work.

10.2 **Additional Responsibilities**: Except as may otherwise be specifically provided in this Contract, CONSULTANT shall be responsible to provide managerial, design, engineering services and all incidental inputs/ Materials and any other items not specifically described in this Contract if:

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- a) it reasonably may be inferred in accordance with standards employed by leading engineering firms in the petroleum refining industry that the provision of such additional items was contemplated by or as part of this Contract and/or the Project management and/or the FEED and/or otherwise in relation to any aspects of the work; or
- b) the provision of such additional items is necessary in order for CONSULTANT to satisfy the warranties and guarantees set forth in Clause 8.0 and/or to otherwise make the Work comply with this Contract.

Work undertaken and inputs/Materials and additional items provided pursuant to this clause shall be deemed to have been included within the Contract Price and shall not give rise to any adjustment in Contract Price.

- 10.3 **Special Requirements**: CONSULTANT shall develop quality assurance philosophy, the health, safety and environmental requirements and the document control requirements etc.
- 10.4 **Local Law**: CONSULTANT will be responsible for obtaining all information relating to laws, regulations and ordinances, including safety and environmental regulations, in India and applicable to the performance of CONSULTANT's obligations hereunder including fulfillment of its requirements.
- 10.5 **Labour Laws**: As Engineer-in-Charge of all the Contracts & representative of the OWNER, CONSULTANT shall be fully responsible for compliance of various applicable Labour Laws including Contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Central Rules 1971, Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948. CONSULTANT's responsibility in this regard shall also include wage/attendance certification, witnessing of labour payments, certification of PF/ ESI challans etc.
- 10.6 **Permits and Licenses**: CONSULTANT will provide all technical and managerial assistance sought by OWNER to obtain and maintain any registrations, licenses (including import licenses for or in relation to Work), and permits which are required by any applicable Indian laws or regulations and which are required to be in the name of OWNER or its employees or agents.

11.0 CONSULTANT 'S ACCEPTANCE OF THE WORK

- 11.1 **Acceptance of the Work**: CONSULTANT acknowledges that it has entered into this Contract for the consideration set forth herein and that CONSULTANT has carefully examined and satisfied itself in respect of all pertinent matters which may bear upon the performance of the Work, the calculation of the Contract Price and the determination of the Schedule of Work, including, without limitation, the quality and quantity of the personnel, resources, inputs and Materials required for the performance of the Work, the availability of labor and personnel for such performance, the character and quality of the Work to be performed, the location or locations where the Work is to be performed and any and all other pertinent matters and conditions.

12.1 Information Provided by OWNER: The information and any other information supplied, at any time by OWNER including the OWNER's representative(s) in connection with this WORK is being provided in good faith. CONSULTANT shall exercise its knowledge and competence in scrutinizing and evaluating such information and shall proceed with use of such information only after satisfying itself of its sufficiency for use.

12.0 STANDARDS OF PERFORMANCE

In performing the Work, CONSULTANT shall conform in all respects to the standards of performance set forth in the Contract Documents.

12.1 Professional Performance: CONSULTANT shall perform the Work in a professional manner, using sound engineering and design principles and management and supervisory procedures, and in accordance with the standards employed by leading engineering firms in the petroleum refining industry. CONSULTANT represents that it has the required skills and capacity to perform the Work in the foregoing manner.

12.2 Management, Design and Engineering

12.2.1 All Work shall be performed and executed by the CONSULTANT in strict conformity with the requirements of this Contract, including, without limitation, the Scope of Work.

12.2.2 CONSULTANT shall submit to OWNER for approval, within the time periods specified in this Contract or in the absence of any specified periods within periods specified by OWNER, such documents, write-ups, designs, drawings, samples, patterns, models and manuals as may be specified in this Contract, or as may be reasonably required in order to enable OWNER to approve the Work, including design/engineering and the Project management. OWNER shall signify its approval or disapproval. CONSULTANT shall be responsible for any discrepancies, errors, or omissions in the documents and other particulars supplied by it whether or not such documents and particulars have been approved by OWNER. CONSULTANT shall not depart from the Design/engineering or approved documents, drawings, samples, patterns, models or manuals except as directed in writing by OWNER.

12.2.3 The OWNER shall be entitled at any time to suggest any amendment(s)/ modification(s) in the plans/designs/drawings and the CONSULTANT shall thereupon either convince the OWNER that such amendment/modification are unnecessary in whole or part or shall implement the same and shall cause the plans/drawings/designs to be accordingly amended; provided that no such approval of or amendments/ modifications in the plans/ drawings/ designs suggested by the OWNER shall anyway absolve CONSULTANT of any of his obligations, responsibilities or liabilities under the contract, inclusive of and relative to the utility and suitability of the CONSULTANT plans/ drawings/ designs in the relative work and the fulfillment of all specifications and performance guarantees of the consequent work, any such approval or suggestion by OWNER as aforesaid being intended only by way of assistance to the CONSULTANT without any attendant liability upon the OWNER.

12.2.4 CONSULTANT shall not permit any Work to be done at variance with drawings/designs approved by the OWNER and/or amended or modified as aforesaid or otherwise in terms of the Contract.

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12.3.1 **General** : Except for items required to be provided by OWNER pursuant to this Contract, CONSULTANT shall provide all services (including services of others), supplies and utilities, required for the design and performance of the Work and all inputs, resources and material required for or in or incidental to the performance thereof.

12.3.2 **Compliance with Codes and Standards** : CONSULTANT agrees that the Work and all systems, components and parts of the Work shall comply with:

- (i) Those design criteria, codes and standards which are specified in this Contract, Scope of Work and as agreed between CONSULTANT and OWNER; and
- (ii) the requirements of all relevant Indian authorities, including without limitation:
 - a) Factories Act;
 - b) Indian Petroleum Rules;
 - c) Tariff Advisory Committee Guidelines;
 - d) Liquid effluent discharge, as per Minimal National Standards for liquid effluents and air emissions conforming to Pollution Control Board Standards;
 - e) Civil Aviation Rules;
 - f) Indian Boiler Regulation Act;
 - g) India Electricity Rules; and
 - h) Requirement of Chief Controller of Explosives
 - i) Requirements of other authorities concerned with the Project or out of any licence, permission, sanction, approval or no objection relative thereto.
 - j) OISD (Oil Industry Safety Directorate) requirements
 - k) Environment Protect Act
 - l) SMPV Rules
 - m) Requirement of Legal metrology Department

CONSULTANT also agrees that all design criteria, codes and standards included in this Contract are and at all times prior to the Acceptance of the Work will be in compliance with the requirements of such authorities.

12.3.3 Any modification to agreed design criteria will be subject to CONSULTANT providing detailed justification and OWNER's approval of the same.

12.4 **Conduct of Work**

12.4.1 **Manufacturing Procedures** : CONSULTANT shall perform, design and develop the Work in accordance with the latest practicable techniques and innovations consistent with the management, engineering and design of the Work and the Schedule of Work. CONSULTANT shall also perform the management, design and development to incorporate, consistent with the Schedule of Work, experience gained in the course of

designing, developing and managing other similar work designed, developed and managed by CONSULTANT.

- 12.5 **Compliance with Applicable Laws and Regulations** : CONSULTANT shall abide by all applicable laws, regulations and ordinances of all governmental authorities and of the administrative subdivisions thereof applicable to this Contract and the performance by CONSULTANT of the Work in any jurisdiction and by all rules and regulations of those Persons and entities having control or jurisdiction over the Work. CONSULTANT represents that it is fully aware of all of the legal requirements, business practices and rules and regulations, which must be followed when performing the Work. CONSULTANT shall furnish to OWNER, promptly upon request, such information concerning CONSULTANT, its Subcontractors and their respective employees, servants and agents as OWNER may be required to furnish to any applicable governmental or other agencies or authorities.

12.6 **Permits and Licenses**

- 12.6.1 **In CONSULTANT's Name** : CONSULTANT shall obtain and maintain any registrations, licenses (including import and export licenses), and permits (including immigration, temporary residence, work and exit permits), which are required by Indian or other foreign laws, or Indian or other foreign regulations, for the performance of the Work and which are required to be in the name of CONSULTANT, its employees, agents or Subcontractors.

- 12.6.2 **In OWNER's Name** : CONSULTANT shall assist OWNER in obtaining and maintaining (including the preparation and submission to OWNER of all documentation necessary therefor), any non-Indian registrations, licenses and permits (including import and export licenses for the Work), which are required to be in the name of OWNER or its employees or agents.

12.7 **Cooperation with Other CONSULTANTS, Contractors and Suppliers**

CONSULTANT recognizes that other CONSULTANTS, contractors and suppliers have been, and may be, engaged by OWNER to advise OWNER and to perform other services with regard to the Work. CONSULTANT shall cooperate with OWNER's other CONSULTANTS, contractors and suppliers, provide reasonable access to CONSULTANT's premises and each Subcontractor's premises for them and coordinate its activities with the activities of such CONSULTANTS, contractors and suppliers under OWNER's direction.

12.8 **Notification of Suits and Claims; OWNER's Right to Defend**

- 12.8.1 **CONSULTANT to Notify** : CONSULTANT shall give OWNER immediate written notice of any suit or action filed against CONSULTANT arising out of the performance of the Work, and of any claim against CONSULTANT which if paid could result in a claim by CONSULTANT for indemnification by the OWNER. CONSULTANT shall promptly furnish to OWNER copies of all papers received by CONSULTANT pertinent to any such suit or action.

12.8.1 OWNER'S Right to Defend : If requested by OWNER, CONSULTANT shall do any and all things necessary or appropriate to effect an assignment and subrogation in favor of OWNER of all CONSULTANT's rights, except against OWNER, arising from or growing out of any suit, action or claim referred to in **Clause 12.8.1**, and shall authorize OWNER or OWNER's designated representative(s) and/or lawyer(s) to exercise any such rights to settle or defend any such claims or take charge of any such litigation affecting CONSULTANT. In the event of such a request by OWNER, OWNER shall reimburse CONSULTANT for the costs of such litigation incurred by CONSULTANT, if any, including judgements, settlements, court costs and, if OWNER does not retain its own counsel, reasonable attorney's fees.

12.9 Conflicts of Interest; Commission Payments : CONSULTANT represents and agrees that it has not paid any commission, fee, or other compensation, incentive, bribe or gratification for procuring this contract and that no person or entity has been retained or employed to solicit this Contract upon any arrangement or understanding for the payment of any commission, fee or other compensation of any kind, except for payments to bona fide employees of CONSULTANT or bonafide commercial agencies maintained by CONSULTANT in connection with CONSULTANT's business. CONSULTANT further represents that neither it nor any of its Affiliates nor any of its Subcontractors nor any of their Affiliates nor any of their respective officers, directors, employees, CONSULTANTs or agents have made, received, provided or offered any such commission, fee or compensation. CONSULTANT agrees that neither it nor any such other entity or person shall make, receive, provide or offer, any gift, entertainment, payment, loan or other consideration for the purpose of influencing the procurement of any contract or otherwise for the purpose of influencing any individual or organization to any course of conduct in any way relating to or affecting this Contract or any other contract contemplated within the Scope of Work, except for incentive payments by CONSULTANT to Subcontractors in connection with the performance of the Work. Breach of the foregoing warranties or agreements shall constitute a material breach of this Contract and shall give OWNER the immediate right to terminate this Contract pursuant to **Clause 25.0. CONSULTANT shall cause a provision similar to this Clause 12.9 to be inserted in all of its subcontracts.**

13.0 LIST OF MILESTONES

Milestone No.	Milestone Task	Schedule of Completion from Effective Date
1	Finalisation of various procedures etc., Plot Plan, Basic Engineering & Design, Detailed Engineering & Design, conducting surveys, soil investigation, various studies etc.	



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Milestone No.	Milestone Task	Schedule of Completion from Effective Date
1.1	- Kick off meeting - Finalisation of Work programme - Finalisation of Project/ Document control procedure - Finalisation of Coordination procedure - Finalisation of Activity weighting basis	
1.2	Carry out survey & soil Investigation of Plot alongwith approach roads & submitting report by consultant	
1.3	Finalisation of Plot Plan by Consultant	
1.4	Collection of data by the Consultant	
1.5	Submission of Basic engineering & Design including cost estimates by Consultant	2.5 months
1.6	Submission of detailed engineering & Design including detailed cost estimates by Consultant (with rare analysis, +/-10% accuracy)	4.5 months
1.7	Conducting & submitting reports for various studies viz Risk Analysis, EIA, Hazop/Hazan etc by Consultant .	3.5 months
2	Pre-qualification of agencies for LSTK Contracts, submission of tendering packages & tender estimates, invitation of tenders by IOC & award of LSTK contracts/other contracts based on final recommendations by consultant and finalisation of project cost estimate	
2.1	Prequalification of agencies for LSTK Contracts	
2.2	Submission of tender package for LSTK tender & Other tenders like appointment of third party inspection agency etc. alongwith tender estimates with Rate Analysis /basis of rates	5 months
2.3	Invitation of tenders by IOC based on documents submitted by consultant	5.5 months
2.4	Finalization of LSTK tender /other tenders & award of Contract	8 months

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Milestone No.	Milestone Task	Schedule of Completion from Effective Date
2.5	Submission of Project Cost Estimate by Consultant	8.5 months
2.6	Submission of all relevant documents for preparing Contract Agreements	
2.7	Finalisation of Billing Schedule of Contracts	9 months
3	Review of Detailed Engineering and Approval of Drawings/documents etc. submitted by LSTK Contractors, other contractors & Vendors	
3.1	Process (broken into sub-milestones as %age of total quantum of work in this milestone)	
3.2	Piping (broken into sub-milestones as %age of total quantum of work in this milestone)	
3.3	Civil (broken into sub-milestones as %age of total quantum of work in this milestone)	
3.4	Mechanical (broken into sub-milestones as %age of total quantum of work in this milestone)	
3.5	Instrumentation, automation & other works for the Project (broken into sub-milestones as %age of total quantum of work in this milestone)	
3.6	Electrical (broken into sub-milestones as %age of total quantum of work in this milestone)	
3.7	3-D Modeling review & approval	
4	Procurement Services	
4.1	Review of PR of all Critical equipment	
4.2	20% Cumulative Procurement Services	
4.3	40% Cumulative Procurement Services	
4.4	60% Cumulative Procurement Services	
4.5	80% Cumulative Procurement Services	
4.6	100% Cumulative Procurement Services	

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Milestone No.	Milestone Task	Schedule of Completion from Effective Date
5	Project Management Services	
5.1	Approval of Project schedule, Bar chart etc.	
5.2	Overall Progress of Project - 20%	
5.3	Overall Progress of Project - 30%	
5.4	Overall Progress of Project - 40%	
5.5	Overall Progress of Project - 50%	
5.6	Overall Progress of Project - 60%	
5.7	Overall Progress of Project - 70%	
5.8	Overall Progress of Project - 80%	
5.9	Overall Progress of Project - 90%	
5.10	Completion of the Project	
6.0	Visits of Consultant's personnel /professionals (from their design office as well as from Paradip site) to Owner/IOCL's offices or any third party offices or works or Paradip site as required or as directed by Owner /IOCL for the completion of the works as per scope of work given in this tender and for project monitoring,presentation, meeting, inspection etc.	As required
7.0	Mechanical Completion	
7.1	Construction Quality Audit	
7.2	Hydro-testing of piping loops	
7.3	Checklist & Punchlist	
7.4	Pre-commissioning activities	
7.5	Mechanical Completion	26 Months
8.0	Commissioning & Performance Test Runs	
8.1	Commissioning activities	

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Milestone No.	Milestone Task	Schedule of Completion from Effective Date
8.2	Performance Test Runs	27 Months
9.0	Completion of CONSULTANT's Services in all respects	
9.1	Submission of Close out report and submission of As built Drawings & documents	
9.2	Completion of CONSULTANT's Services in all respects	30 Months

NOTES:

1. The bidder to submit the Schedule of Completion from Effective Date of the CONSULTANT Contract for the above activities.
2. The successful bidder shall submit detailed Milestone List for OWNER's approval based on the above major milestone list.

14.0 RIGHT TO INSPECT

14.1 **Inspection and Examination** : OWNER, OWNER's Representative, or OWNER's designated Consultants and/or other representatives shall be entitled at all time to inspect, examine and test all management, design, development, Materials, Work and workmanship supplied by CONSULTANT or for which CONSULTANT is responsible during management, design and development and at any and all places where such management, design, development and/or work is carried on, provided such inspection, examination and testing shall, to the extent possible, be carried out in conjunction with CONSULTANT's similar activities and, if not, upon prior intimation to CONSULTANT. In furtherance of the foregoing, CONSULTANT shall arrange for OWNER to have access to all places where design and development are being carried out. Under no circumstances shall CONSULTANT deny such access to OWNER or OWNER's representatives.

14.2 **Rejection and Replacement** : OWNER and its designated CONSULTANTS and representatives shall be entitled to reject at any time any portion of the Work which is defective, deficient, not within specifications or otherwise of inferior quality or faulty workmanship and require its re-performance or replacement. Rejected and other defective or deficient management or workmanship shall be satisfactorily redone. The costs associated with such re-performance and replacements shall be for the account of CONSULTANT and not reimbursable. After completion of the necessary re-performance or replacements, the relevant Work shall be subject to further inspection and examination by OWNER and its designated CONSULTANTS and representatives. If CONSULTANT fails to proceed at once with the correction or re-performance of defective management or workmanship, OWNER may, by contract with third parties or otherwise, correct such management or workmanship or re-

perform the Work and/or may terminate this Contract pursuant to Termination Clause. Such re-performance and/or replacement of CONSULTANT's work shall be OWNER's exclusive remedy with respect to the quality of the Work.

- 14.3 **CONSULTANT to Furnish Supplies and Services for Inspection:** CONSULTANT shall furnish at each location where inspection and examination is carried out pursuant to Clause 14.1 all reasonable facilities, assistance, labor and utilities necessary for the safe and convenient inspection of Work that may be required pursuant to this Contract. CONSULTANT shall also furnish OWNER and OWNER's designated CONSULTANTS and representatives with access to records of all inspections undertaken by CONSULTANT and/or Subcontractors. All inspections and examinations by OWNER, or its designated CONSULTANTS and representatives shall be performed within reasonable time required for such inspection/examination and in such manner as not unnecessarily to delay the Work. Tests shall be conducted in accordance with applicable provisions of this Contract or otherwise as may be agreed between OWNER and CONSULTANT.
- 14.4 **Inspection on behalf of Third Parties:** Third parties acting pursuant to the requirements of Indian authorities shall have the same rights of inspection and examination as are granted to OWNER pursuant to this Clause 14.0.
- 14.5 **Consequences of Inspection or Failure to Inspect:** The right of inspection and examination by OWNER and by its designated CONSULTANTS and other representatives provided herein is intended solely for the OWNER's benefit, it being understood that no exercise of or failure to exercise such right shall relieve CONSULTANT of any of its obligations hereunder or prejudice any of OWNER's rights under this Contract.
- 15.0 **ACCEPTANCE PROCEDURE**
- 15.1 **Notice of Acceptance:** Subject to Clause 15.2, CONSULTANT shall notify OWNER in writing when CONSULTANT believes that it has completed the entire Scope of Work. Within 30 days after receipt of CONSULTANT's notice of such completion of the Work, OWNER shall advise CONSULTANT in writing of any portions of the Work which remain to be performed, and CONSULTANT shall thereupon complete such portions and again notify OWNER in writing that CONSULTANT confirms that the Work has been completed. Within 30 days after receipt from CONSULTANT of each subsequent notice of completion of the Work, OWNER shall advise CONSULTANT of any continuing or additional portions of the Work that remain to be performed. OWNER shall issue a certificate of Acceptance of the Work (the "Certificate of Acceptance"), after the Work has been completed and accepted, and dated to reflect the actual date of Acceptance of the Work.
- 15.2 **Conditions:** The issue of the Certificate of Acceptance shall be conditional upon:
- i) Legally effective releases, executed by CONSULTANT, its Subcontractors and any persons claiming by, through, under or against CONSULTANT who might have an interest in the Work or part adverse to OWNER, of all claims and liens against OWNER arising under or by virtue of this Contract, except such claims

and items, if any, in such stated amounts which CONSULTANT, with the written consent of OWNER, may exclude from the operation of such releases; and

- ii) CONSULTANT's written declaration, together with such supporting documents as OWNER may reasonably require, that all claims and demands against, and debts incurred by CONSULTANT, in respect of this Contract, have been settled, except claims excluded with the consent of OWNER from the releases referred to in the foregoing clause (i), and all taxes due and payable by CONSULTANT pursuant to or with reference to this contract have been paid or otherwise provided for.

15.3 **Discretion of OWNER** : Notwithstanding the foregoing, OWNER, in its sole discretion, may accept the Work at any time and issue a Certificate of Acceptance even if, after corrective measures have been taken by CONSULTANT, the Work as a whole does not satisfy the requirements of this Contract. Such acceptance and such notice shall not relieve CONSULTANT of its obligations under this Contract unless:

- i) For no fault of CONSULTANT, OWNER fails to give CONSULTANT access to the Work or part thereof to effect the requested or required corrections within 60 calendar days of the date CONSULTANT makes written request therefor; and
- ii) CONSULTANT is ready, willing and able to perform such corrections within such period.

15.4 **Cost of Corrections**: If CONSULTANT is required to correct any defects or deficiencies in the Work in connection with the issue of the Certificate of Acceptance of the Work pursuant to this Clause 15.0 or which result from a breach of CONSULTANT's Warranties and Guarantees or otherwise in accordance with the terms of this Contract, the costs associated with the correction of such defects or deficiencies shall be for the sole account of CONSULTANT and shall not be reimbursable or payable to unit rates or otherwise.

15.5 **EFFECT OF APPROVALS, ACCEPTANCE & PAYMENT**

The obligations of CONSULTANT hereunder shall not, except as expressly provided herein, be reduced or affected by any inspection, test, approval or payment, whether preliminary or final, or by the Certificate of Acceptance of the Work, it being agreed that the obligations of CONSULTANT hereunder shall continue until fully satisfied.

16.0 **REMUNERATION**

16.1 Subject to and upon the terms and conditions contained in the CONTRACT Documents, the OWNER shall pay CONSULTANT remuneration as specified in the CONTRACT (PART II - PRICE PART).

16.2 **MOBILISATION ADVANCE AND SECURITY DEPOSIT BANK GUARANTEES**

Upon award of work the CONSULTANT shall submit the following BGs:

- i. In the event of submission of the requirement of Mobilisation Advance (refer Clause 26.0) by Bidder in the Bid (Price Part-II Form-5) and on subsequent request by CONSULTANT to release Advance, a Bank Guarantee towards the

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Mobilisation Advance of the equivalent of the Rupee component of the total Lumpsum Price in a format prescribed by the OWNER, and shall be from any Bank recognized as Scheduled Bank by Reserve Bank of India (Bank Guarantee form any Foreign Bank is acceptable only if the same is countersigned by their Indian Branches, provided the Indian Branch of the Foreign Bank is recognized Scheduled Bank by Reserve Bank of India or any Scheduled Indian Bank) approved by the OWNER, to be furnished within 30 (thirty) days of the Letter of Acceptance of Bid for payment on demand by the OWNER at Mumbai, India. Mobilisation Advance shall be released upon submission of this BG, Contract Performance BG & signing of the Contract. This BG shall be kept valid till full recovery of the Mobilisation Advance and interest accrued thereon.

- ii. Contract Performance Bank Guarantee to the extent of 10% (Ten percent) of the Rupee component of the receivable Lumpsum Price (excluding service tax) shall be in the form of a Bank Guarantee as prescribed by the OWNER, from a bank as indicated in para (i) above, to be furnished within 30 (thirty) days of the Letter of Acceptance of Bid for payment on demand by the OWNER at Mumbai, India. This BG shall kept valid for a period of 3 months after expiry of Defect Liability Period of the Project which shall be calculated in the first instance on the basis of the scheduled date as per Contract.
- iii. The Contract Performance BG shall be held by the OWNER as security for the due performance of the CONSULTANT's obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon the OWNER to utilize the Security Deposit in preference to any other remedy which the OWNER may have, nor shall be construed as anywise confining the claims of the OWNER against the CONSULTANT to the quantum of the Security Deposit.
- iv. Upon termination of the Contract prior to completion of the work(s) for any cause, the OWNER shall insofar as Security Deposit is in any other form/ BGs/ Encashment of BGs, release/ discharge/ return, as the case may be, to the CONSULTANT the un-utilized balance of the Security Deposit, if any, for the time being remaining in the hands of the OWNER after settlement of accounts and discharge of all amounts due from the CONSULTANT to the OWNER and fulfillment of all obligations of the CONSULTANT.

16.3 **General Terms of Payment**

- 16.3.1 **Accounts**: All payments by OWNER to CONSULTANT shall be made by wire transfer to an account or accounts to be designated by CONSULTANT and maintained by CONSULTANT or by such other person or entity as CONSULTANT may from time to time designate with a bank or banks in India in respect of Rupee payments and shall be deemed to have been fully discharged when deposited in Rupees as the case may be, in the account or accounts designated by CONSULTANT as aforesaid, provided that, once all acts necessary to initiate the relevant wire transfer have been completed within the time specified for such payment, any delays within the international or domestic banking system in the transfer of such payments to CONSULTANT's account or accounts as aforesaid

shall not give rise to a claim that OWNER has breached its payment obligations hereunder. If funds are not received in the account or accounts designated by CONSULTANT, OWNER will furnish upon CONSULTANT's written request, documentary substantiation that all acts necessary to initiate the transfer of such funds have been taken by OWNER's bank or banks. All costs associated with such wire transfer and incurred in India shall be for OWNER's account, and all other costs shall be for CONSULTANT's account.

- 16.3.2 **Currencies:** All appropriations for or invoices submitted for payment pursuant to this Clause shall be in Rupees, and all payments by OWNER to CONSULTANT shall be made in Rupees, subject to the limitations with respect to each expressed in the Contract price.
- 16.3.3 **Effect of Payment:** The making of any payment shall in no event constitute the acceptance by OWNER of any Work performed by CONSULTANT pursuant to this Contract.
- 16.3.4 All undisputed payments due to the CONSULTANT shall be paid by the OWNER to the CONSULTANT within the period of 45 days of receipt of CONSULTANT's correct invoices, but in any case, not later than 60 days from such receipt.

17.0 **CHANGES**

17.1 **Changes.**

- i) CONSULTANT agrees to effect such changes in the Work as OWNER may from time to time request. Any request by OWNER for a change shall be delivered to CONSULTANT in writing for CONSULTANT to prepare a preliminary change order pursuant to Clause 17.2.
- ii) Throughout the performance of the Work, CONSULTANT shall have a continuing obligation to propose to OWNER for OWNER's consideration:
 - a) all such changes as CONSULTANT considers desirable or necessary in the circumstances including, any change which in the CONSULTANT's opinion will reduce the cost of the Work, or improve the efficiency or value to the OWNER of the Project, or may otherwise be of benefit to the OWNER, and
 - b) such other changes known to CONSULTANT as may be necessary to incorporate significant new developments in technology or new legal requirements which are applicable or appropriate to the Work and require re-performance in whole or part of any WORK performed.
- iii) CONSULTANT shall submit any such proposal in the form of a preliminary change order, at its own cost pursuant to Clause 17.2.
- iv) Within 7 (seven) days of the occurrence of any act, event or omission which, in the opinion of the CONSULTANT, is likely to lead to delay in the commencement or completion of any particular work(s) or operation(s) or the entire Work and is such as would entitle CONSULTANT to an extension of the time specified in this behalf in the Schedule of Work, CONSULTANT shall

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inform the OWNER. Representative and the OWNER in writing of the occurrence of the act, event or omission and the date of commencement of such occurrence.

17.2 **Preliminary Change Orders.**

- a) Upon receipt of OWNER's request for a change, CONSULTANT shall prepare a preliminary change order and furnish the same to OWNER within a reasonable period of time following receipt of such request.
- b) Each preliminary change order submitted by CONSULTANT to OWNER shall be in writing and be accompanied by such information and data as will be reasonably required by the OWNER to evaluate properly the proposed execution of the work in question, the effect on the Scope of Work, the Schedule of Work, CONSULTANT's standards of performance, the design/engineering, the technical soundness of the Work, the other undertakings by CONSULTANT and warranties contained in this Contract and the effect on the Contract Price, if any. OWNER shall reject or approve each preliminary change order as expeditiously as proper consideration of the nature of the change may reasonably permit. The cost of all work involved in preparing the information and data required to accompany the preliminary change order involved and for any additional information reasonably requested by OWNER in connection therewith is deemed to be included in the lump sum Contract Price.
- c) CONSULTANT's right to submit a preliminary Change Order in the Schedule of Work or in the Contract price in respect of any act, event or omission covered by Clause 17.1(iv) and the OWNER's responsibility to consider any such preliminary Change Order submitted by CONSULTANT shall arise if and only if the preliminary Change Order has been submitted after and in strict compliance with the provisions of the said Clause and CONSULTANT shall be deemed to have waived all rights to submit a preliminary Change Order in respect of any act, event or omission covered by Clause 17.1(iv) which is not compliant with the provisions of the said Clause.

- 17.3 **Change Orders:** Except as provided in Clause 17.4, before CONSULTANT deviates from the Schedule of Work or Scope of Work, or acts upon any preliminary change order, the Parties shall have signed, in advance, a written Change Order (which may be the preliminary change order signed by both Parties), incorporating the changes in question and providing for any change in any Milestone, Milestone Payment, the Time Schedule or other dates or periods for completion or delivery, any agreed cost consequences and any change in the Scope of Work, CONSULTANT's standards of performance, the FEED, General Warranties, the technical soundness of the Work or other provisions of the Contract in each case resulting from the Change Order. Any increased costs shall be paid by the OWNER to CONSULTANT in accordance with the terms of the change order. Except as provided in Clause 17.4, OWNER shall not be liable to pay for any changes for which a written Change Order with financial implication shall not have been executed in advance by the Parties. If the change

results in a reduction in CONSULTANT's costs, the Contract Price shall be reduced accordingly. CONSULTANT will give complete data on all calculations to OWNER's satisfaction. Any cost adjustment shall take into account, among other things, the elimination or avoidance of Work to be performed resulting from the changes in the Scope of Work and from assistance given by OWNER.

- 17.4 **Performance of Change Pending Agreement:** If OWNER and CONSULTANT fail to agree on the cost effect of a change, or the effect on the Schedule of Work, or any of the other matters referred to in this Clause, and as a result, a Change Order of the type referred to in this clause is not executed, OWNER may nevertheless require CONSULTANT to perform the Work as changed by delivering to CONSULTANT a Change Order signed by the OWNER, unless the aggregate amount of increased costs involved in all disputed Change Orders would thereupon exceed five percent (5%) of the total Contract value. CONSULTANT's performance of the Work as changed shall not prejudice either Party's position regarding the effects of such change.
- 17.5 **Variations in Price :** Except as otherwise provided in this Contract, any increase in costs resulting from any change under this Clause 17.0 shall be for the account of OWNER, provided that no cost adjustment shall be granted with respect to a change if:
- i) the provision of the additional Work or services is necessary in order for CONSULTANT to satisfy its responsibility to make the Work comply with this Contract,
 - ii) the additional Work or services are required because of delay or deficiency in the performance of any Work attributable to CONSULTANT .
 - iii) the additional Work or services are required because of a breach of CONSULTANT's Warranties and Guarantees set forth in Clause 8.0, or
 - iv) the change relates to re-performance of any of the Work because of CONSULTANT's failure to follow the requirements of this Contract.
- 17.6 **Non Allowable Changes :** The following shall not be considered under any circumstances as changes in the Work, or within or to the Scope of Work or the Project Management Services or the FEED, nor shall any of the following be taken into account when calculating the cost consequences of changes pursuant to this Clause 17.0, nor shall any of the following of themselves be considered the basis for any adjustment pursuant to this Clause 17.0:
- i) any escalation in the cost of the Work or Materials or labour;
 - ii) any increase in manpower rates;
 - iii) currency fluctuations in respect of costs included within the Contract Price; and/or
 - iv) implementation of the Project through competitive bidding.
 - v) any delay resulting from cause(s) solely or partially attributable to CONSULTANT or, if partially attributable to CONSULTANT, to the extent CONSULTANT is responsible for such delay. In addition, a request by OWNER

that CONSULTANT perform services or provide work not specifically included within the Scope of Work will not be considered a request for a change in the Scope of Work if it is reasonable to infer that the services or work requested were intended to be within this Contract or are necessary to make the Work comply with this Contract.

18.0 **INSURANCE**

18.1 **INSURANCE TO BE TAKEN OUT BY CONSULTANT**

During the performance of WORK hereunder, CONSULTANT shall take out, carry and maintain insurance as per international practice including the following listed below:

18.1.1 Workman's compensation insurance, covering all employees of CONSULTANT and their subcontractors and any other personnel of CONSULTANT for statutory benefits as set out and required by law (Indian and/or CONSULTANT's Home Country) in the area of operation or area in which CONSULTANT may become legally obliged to pay benefits for bodily injury or death.

18.1.2 Insurance against fire, theft, damage and loss of all property owned by CONSULTANT at the construction site.

18.1.3 Group Personnel Accident Insurance covering CONSULTANT's employees not otherwise already covered under Para 18.1.1 above, operating from the PROJECT site as per CONSULTANT's established practices.

18.1.4 **Subcontractors' Insurance**

CONSULTANT shall ensure that its Subcontractors maintain insurance similar to the insurance required of the CONSULTANT, with limits of liability and levels of deductibles acceptable to CONSULTANT.

18.1.5 **OWNER's Rights**

If CONSULTANT fails to fulfill any of its obligations under this Clause, OWNER may, but shall not be obligated to, procure insurance meeting the requirements of this Clause at CONSULTANT's expense and may deduct the cost thereof from any sums that may be or become due to CONSULTANT under this Contract. The specific amounts and types of insurance, and the other obligations of CONSULTANT relating to insurance shall not in any manner constitute or be construed as a limitation on CONSULTANT's liability under this Contract.

18.2 **INDEMNIFICATION**

18.2.1 CONSULTANT shall, and hereby guarantees that CONSULTANT and its Subcontractors shall, indemnify and hold harmless the OWNER, its Affiliates and any co-venturers for loss of and damage to property not owned by and not under the care, custody or control of OWNER, its affiliates or any co-ventures and deaths and injuries to the extent such damage, death or injury is caused by the negligent or wrongful acts or omissions of any of CONSULTANT, its Affiliates and/or Subcontractors in performance of CONSULTANT's obligation under this Contract.

- 18.2.2 a) CONSULTANT shall indemnify and hold harmless OWNER including its employees, servants and agents against any loss or liability that may arise on account of death of or injury to CONSULTANT's personnel and loss or damage to CONSULTANT's property.
- b) OWNER shall indemnify and hold harmless CONSULTANT including its employees, servants and agents against any loss or liability that may arise on account of death of or injury to OWNER's personnel and loss or damage to OWNER's property.
- 18.2.3 Effect of Insurance: The obligations of CONSULTANT to indemnify and hold harmless OWNER against claims referred to in clause 18.2.1 shall not be limited or reduced by any insurance provided in accordance with clause 18.0 except to the extent that the proceeds of any such insurance shall be applied to reduce claims made against OWNER.
- 18.2.4 Subcontractors: CONSULTANT shall ensure that its subcontracts contain indemnification provisions in favor of OWNER, its Affiliates and any co-ventures and their respective officers, directors, employees, servants, CONSULTANT's and agents no less beneficial than those of clause 18.2.1 and 18.2.2.
- 19.0 **CONFIDENTIAL INFORMATION & SECRECY**
- 19.1 Confidential information shall mean all technical information relating directly or indirectly to the PROJECT which is disclosed to CONSULTANT by or on behalf of OWNER and to OWNER by the CONSULTANT.
- 19.2 CONSULTANT shall not disclose confidential information to any third party without prior written approval of the OWNER.
- 19.3 CONSULTANT shall use the Confidential Information only for the WORK to be performed for implementing this CONTRACT, and will limit disclosure of confidential information within its Organization to only those of its employees who need to make use of it for the aforesaid purposes.
- 19.4 The CONSULTANT shall be required to enter into Secrecy Agreement for non-disclosure of information with OWNER/ LICENSOR(s).
- 19.5 The CONSULTANT and his employees, agents and sub-Contractor(s) and the employees and agents of the Sub-contractor's shall treat as strictly confidential and shall take all steps necessary to ensure confidential handling of all maps, plans, charts, designs, drawings, photographs, data. Reports, tests, specifications, methods and other information developed or acquired by the CONSULTANT from or by means of the tender documents or any facility extended to the CONSULTANT pursuant thereto or the award or performance of the works or any of them or otherwise disclosed or made available to the CONSULTANT or any of the aforesaid persons nor shall report, disclose or reproduce the same in any book, Clause, disclose or reproduce the same in any book, article, speech or other publications, provided always that the OWNER may upon application by the CONSULTANT to the OWNER in this behalf permit report, disclosure or re-production of the same in any book, article, speech or the publications if it is satisfied that this would not involve the disclosure of



any classified or other information which would not be in the interest of public or security to disclose.

Application for such consent shall be submitted to the OWNER in writing outlining the intended use of the relative material and shall be submitted to the OWNER at least one month prior to the expected use accompanied by the text of the relative publication in which it is sought to be used. Photographs should be accompanied by their caption. An application shall not be understood to have been permitted unless expressly permitted in writing by the OWNER/ Licensor.

20.0 **PATENT INDEMNIFICATION**

- 20.1 If CONSULTANT's work or part thereof or any methods, designs or document furnished or specified by CONSULTANT or any Subcontractor under this Contract infringes any patent, trademark, design or copyright or would involve the un-authorised use of a third party's trade secrets, CONSULTANT shall, at its sole expense render consultation, assistance and modifications to the Work or part thereof or any methods, designs or things furnished by CONSULTANT or any Subcontractor under this contract as may be necessary to avoid such infringement or un-authorised use.
- 20.2 If any alleged infringement or un-authorised use as specified in Paragraph 20.1 is claimed or pursued in courts of Law or otherwise by a third party against the OWNER, the CONSULTANT agrees to fully defend and indemnify OWNER and hold it harmless in respect of any resulting liability. OWNER shall give prompt written notice informing CONSULTANT of such claim or suit and CONSULTANT shall, at its sole expense settle such claim or suit in such a way without impairing the work and without affecting the CONSULTANT's indemnity under this Paragraph 20.2 and/or at CONSULTANT's sole cost replace the infringing elements with non-infringing ones.
- 20.3 OWNER agrees to provide prompt, written notice to CONSULTANT and to co-operate with and to assist the CONSULTANT in defense of any claim or suit as may be reasonably required by the CONSULTANT. Should OWNER seek to settle infringement claims or proceedings it shall first seek CONSULTANT's approval (which shall not be unreasonably withheld) in respect of such settlement. Notwithstanding the foregoing, the CONSULTANT shall in every case secure and guarantee the right of OWNER to continue using the work or part thereof without hindrance or interruption and shall reimburse OWNER for all costs incurred by OWNER in securing such right to the extent CONSULTANT fails to do so.
- 20.4 If any design information furnished by the OWNER or by any third party on behalf of the OWNER under this contract infringes a patent, design or copyright or would involve the unauthorised use of a third party's trade secrets resulting in any suit or action against CONSULTANT consequent upon the use of such design information by the CONSULTANT in its work, the OWNER shall fully defend, indemnify and hold harmless the CONSULTANT in respect of any and all liability resulting from such infringement including the costs that may be incurred by CONSULTANT in defending against any suit or cause of action brought against CONSULTANT .

- 21.1 **Title to Work** : CONSULTANT agrees that title to the Work or any part thereof shall pass to OWNER from CONSULTANT upon commencement of the Work, or any portion thereof, by or on behalf of CONSULTANT.
- 21.2 **Warranty of Title** : CONSULTANT warrants good title to the Work.
- 21.3 **Protection of Title** : For the purpose of protecting OWNER's interest in all Work with respect to which title has passed to OWNER but which remains in the possession of another party, CONSULTANT shall take or cause to be taken all steps necessary under the laws of the appropriate jurisdictions to protect OWNER's title and to protect OWNER against claims by other parties with respect thereto. If, after notice in writing from OWNER and the lapse of a reasonable time in which to obtain a discharge, CONSULTANT fails to discharge, or, in a manner acceptable to OWNER, effectively to provide for such discharge or to secure OWNER against any lien or claim upon the Work, arising from CONSULTANT's or a Subcontractor's performance of the Work, OWNER shall have the right, at its option, upon notice in writing to CONSULTANT to provide by agreement, payment or otherwise for the discharge of such lien or claim. CONSULTANT shall reimburse OWNER for all amounts expended by OWNER to obtain such discharge, including all costs and attorneys' fees and expenses. CONSULTANT shall cause the Work to be suitably marked with an identifying mark or symbol indicating that the Work is the property of OWNER.
- 21.4 **Ownership of Designs & Drawings**: All designs, drawings, specifications, data, computer printouts, programs and files, documents, reports, studies, manuals, programs, analyses and all other items including copies and originals thereof, produced by CONSULTANT or Subcontractors in the performance of the Work (herein collectively referred to as the "Work Product"), shall become and remain the property of OWNER, and CONSULTANT shall deliver the same (properly sorted and indexed), to OWNER in accordance with the provisions of this Contract and in any event upon issue of certificate of approval or earlier termination of this Contract. The provisions of this Clause 21.4 shall survive any termination of this Contract.
- 22.0 **PROPRIETARY INFORMATION; COMPUTER DATA; LICENSES AND INVENTIONS**
- 22.1 **Proprietary Information of OWNER**
- 22.1.1 Any information concerning OWNER, its operations, data, documentation services or manufacturing processes which are designated as proprietary information by OWNER and disclosed to the CONSULTANT in the course of performance of this Contract shall remain the property of OWNER and are disclosed in confidence, and no rights are granted to CONSULTANT to reproduce or have re-produced any such information or reveal, disclose, or publish any such information.

22.1.2 CONSULTANT'S Procedures : CONSULTANT represents that it has a policy and procedure designed to protect trade secret rights and its own proprietary information including notices to its employees to prevent unauthorized copying, publication and disclosure of such information. CONSULTANT agrees that Proprietary Information shall be subject to such policy and procedure. In addition, CONSULTANT agrees that it shall not disclose any Proprietary Information, nor use Proprietary Information other than on OWNER's behalf, except as OWNER may otherwise authorize in writing. If disclosure to a third party is so authorized, CONSULTANT shall first enter into a written confidentiality agreement with said party containing the same terms and conditions with respect to use or disclosure of Proprietary Information as this Clause 22.1 contains.

22.1.3 Documents : CONSULTANT also agrees to safeguard any documents and information which OWNER may supply to CONSULTANT hereunder. CONSULTANT may make copies of such documents only to the extent necessary for the performance of the Work. On completion of the Work, CONSULTANT agrees to return to OWNER all documents supplied by OWNER and to destroy all copies thereof. Should CONSULTANT, however, desire to retain certain documents and receives OWNER's written approval therefore, CONSULTANT shall treat said documents as it does Proprietary Information.

22.1.4 Confidentiality Agreements with Third Parties : CONSULTANT also agrees to enter into written confidentiality agreements with third parties upon OWNER's request and to keep in force confidentiality agreements concerning third parties' proprietary information, which agreements shall permit CONSULTANT to use such parties' proprietary information in the Work.

Except as otherwise prescribed in any Confidentiality Agreement with third parties, the obligations set forth in Clause 22.1 shall survive termination of this Contract and continue till January 1 of the calendar year in which the tenth anniversary of the effective date of this contract occurs.

The above stated confidentiality requirements shall not apply to:

Information which is or becomes, through no fault of CONSULTANT, or its employees, representatives or subcontractors, part of the public knowledge;

or

Information which is or becomes available to CONSULTANT without obligation of confidence and also without restriction on use from sources having the legal right to disclose such information without restriction on use and disclosure, such sources being other than OWNER, its licensors or other contractors, or a member or members of the Project;

or

Information, which is already in CONSULTANT's possession without restriction on use and also without restriction on disclosure and was not received in anticipation of the Work

information shall not be considered within any of the above exceptions merely because it is embraced by more general information within one of said exceptions. A combination of features of technical information shall not be considered to be within any of the above exceptions unless the combination itself and its principle of operation are within said exceptions.

- 22.2 **CONSULTANT's Confidential Information** : It is not OWNER's desire to be afforded access to CONSULTANT's or any Subcontractor's confidential information. It is therefore agreed that any information which CONSULTANT or Subcontractors supply to OWNER shall not be subject to any obligation of confidence, (notices on drawings, proposals, graphs, tables, specifications and the like to the contrary notwithstanding), and OWNER shall not be liable for any use or disclosure of any of such information unless such information is the subject of an express written confidentiality agreement between OWNER and CONSULTANT. CONSULTANT also agrees that it will not disclose to OWNER any information which is subject to an obligation of confidence by CONSULTANT or any Subcontractor to any third persons.
- 22.3 **Computer Data** : CONSULTANT undertakes to assure to OWNER access to the computer programs and computer data used by CONSULTANT in the performance of the Work for use by or on behalf of OWNER for two years from the acceptance of the Work as a whole, and shall deliver all computer programs underlying the development of such data (except those in which CONSULTANT or its Subcontractors hold a proprietary interest), together with such supplemental information and computer programs as will enable OWNER's own computer personnel to understand, use and modify such programs subject to protection of the rights of third parties in said programs.
- 22.4 **Licenses** : On or before the date of the Certificate of Acceptance of the Work, CONSULTANT shall deliver or cause to be delivered to OWNER such licenses of all patents and other proprietary rights held by CONSULTANT, any Subcontractor, or any of their respective Affiliates as may be required for OWNER in the optimal use of the Work in the manner intended. Such licenses shall be in such form as shall be approved by OWNER, shall be perpetual, irrevocable, non-exclusive and royalty free to OWNER, and shall permit the right to grant sub-licenses to any operator of the said Project or any part or unit thereof for the purposes of operation thereof.
- 22.5 **Inventions**: CONSULTANT agrees to disclose or cause to be disclosed promptly to OWNER all inventions or other developments of proprietary information which CONSULTANT, or any Affiliate of CONSULTANT, or any officer, director, employee, servant or agent of CONSULTANT or any Affiliate thereof, or any Subcontractor may make as a result of the performance of the Work or which are wholly or in part based upon or derived from information proprietary to OWNER. All right, title, copyright and interest in and to such inventions or other developments shall belong to OWNER or its designee. CONSULTANT agrees to execute or cause to be executed all documents and perform or cause to be performed other lawful acts which OWNER may deem desirable or necessary to perfect its or its designee's title thereto and to obtain and maintain or cause to be obtained and maintained patent coverage and/or other available intellectual property protection thereon. Except as OWNER may otherwise

agree in writing, CONSULTANT shall cause a provision similar to this Clause to be inserted in all of its subcontracts and shall use its best efforts to cause Subcontractors to comply therewith.

23.0 **FORCE MAJEURE AND EXTENSION OF TIME**

23.1 Any delay in or failure of performance by a party to this CONTRACT shall not constitute default hereunder or give rise to any claims for damages against said party if and to the extent caused by Force Majeure circumstances which are beyond the control of the said party, including but not limited to acts of God, strikes, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, civil commotion and criminal acts of third parties.

23.2 Both parties shall keep a record of the circumstances referred to above, which are responsible for causing delays in the execution of the PROJECT.

23.3 If the execution of the PROJECT is likely to be delayed by or as the result of one or more of the circumstances referred to in Clause 23.1 hereof, OWNER and CONSULTANT shall discuss the situation with a view to find the means to minimize the impact and effect of such circumstances and to reduce the costs and expenses which the PARTIES or either of them may incur.

23.4 **Extensions of Time**

23.4.1 Relevant Events : Subject to the provisions of clause 17.0, CONSULTANT may apply to OWNER for an extension of time in respect of any Milestone or portion thereof, if any, if the following events occur (Relevant Event), which delays or prevents, or will delay or prevent, CONSULTANT from achieving such Milestone by the time specified in the Schedule of Work:

- (a) a Change Order under Clause 17.0;
- (b) an Event of Force Majeure as defined in Clause 23.1 ;
- (c) a notice of suspension served under Clause 25.0;
- (d) any delay, impediment or prevention by OWNER and/or delays solely attributable to licensor/EPC contractors.

23.4.2 Certain Delays not Excused : CONSULTANT shall not be entitled to any extension of time in respect of any delays caused directly or indirectly by any of the following:

- (a) any default by CONSULTANT; or
- (b) the failure of CONSULTANT or any Subcontractor to commence or to carry out the Work in due time including in particular, but not so as to restrict the generality of the foregoing, a failure by a Subcontractor to provide any Materials or services by any delivery dates stipulated in the relevant subcontract or purchase order; or
- (c) non-availability or shortage of labour, utility services or Materials; or
- (d) inclement weather conditions (including, without limitation, monsoon or other storm conditions); or

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- (e) Commercial hardship; or
- (f) any event which is not expressly provided for in Clause 23.4.1(a) to (d) as a Relevant Event.
- 23.4.3 Mitigation of Delay : CONSULTANT shall use and continue to use its best endeavors to reschedule work activities to avoid or reduce the effects of any Relevant Event upon achievement of each Milestone.
- 23.4.4 Notice : If CONSULTANT wishes to pursue a claim for an extension of time, CONSULTANT shall, not later than 7 (seven) days after the commencement of the relevant event in respect of which the extension of time is claimed, give written notice (in addition to any other notice which may be required under this Contract) to OWNER and OWNER's representative, which:
- (a) gives full and detailed particulars of the cause of the delay;
 - (b) specifies which of the Relevant Events listed in Clause 23.4.1(a) to (d) CONSULTANT considers to be applicable;
 - (c) gives the date on which the Relevant Event relied upon commenced, and, if the Relevant Event has ceased, the date on which it ceased, or, if the Relevant Event is continuing, the expected duration; and
 - (d) gives full and detailed particulars of:
 - (i) the effect of any delay to date and of any further delay which may reasonably be expected upon the Schedule of Work; and
 - (ii) the measures which CONSULTANT has adopted to date and/or proposes to adopt or continue to adopt pursuant to Clause 23.4.3 in order to minimize the effects of any delay to date and of any future delay.
- 23.4.5 Supporting Documentation : CONSULTANT shall keep such records as may be necessary to substantiate any application for extension of time, at a location acceptable to OWNER, and such other records as OWNER may reasonably request. CONSULTANT shall permit OWNER to inspect all such records and shall provide OWNER with copies as required.
- 23.4.6 Procedure : Upon receipt of a notice served in accordance with Clause 23.4.4, OWNER and CONSULTANT shall endeavor to agree the period of extension of time in respect of the relevant Milestone(s), if any, to which CONSULTANT is entitled and any necessary consequential adjustments to the Schedule of Work. Any such agreement shall be recorded in writing as a Change Order signed by OWNER and by CONSULTANT. If the Parties are unable to agree, OWNER shall grant to CONSULTANT such extension of time (if any), as it considers in the circumstances to be appropriate and reasonable. Such an extension of time shall be notified in writing to CONSULTANT by OWNER.

24.1 **DELETED**

25.0 **SUSPENSION AND TERMINATION**

25.1 **SUSPENSION OF WORK**

25.1.1 The OWNER may at any time(s) at his discretion should it consider that the circumstances so warrant for reasons to be recorded by notice in writing to CONSULTANT, temporarily suspend the work or supply of any part thereof for such period(s) as the OWNER shall deem necessary and the CONSULTANT shall upon receipt of the order of suspension forthwith suspend the work(s) or such part thereof as shall have been suspended until it has received a written order from the OWNER to proceed with the work suspend or any part thereof.

25.1.2 If such suspension is for reason(s) of default or failure on the part of CONSULTANT, the CONSULTANT shall not be entitled to claim compensation for any loss, damage or cost of expense, sustained by the CONSULTANT by virtue of such suspension notwithstanding that the CONSULTANT shall be liable to pay salary, wages or to bear other charges and expenses during the period of suspension.

25.1.3 If such suspension occurs for any reason(s) other than for default or failure on the part of CONSULTANT and remains in operation for more than an aggregate of more than 2 (two) days in an English Calendar month from the commencement of suspension of work by the CONSULTANT, the CONSULTANT may at any time after expiry of the said period give written notice to the OWNER of his intention to claim "Standby Allowance" for the continuance of the suspension thereafter, and shall upon communication of notice to the OWNER cause to be jointly prepared with the OWNER a list of all CONSULTANT personnel on CONSULTANT's payroll rendered idle directly by such suspension, and shall thereafter so long as, the order of suspension remains in force, once in every 24 (twenty four) hours, cause a like statement to be jointly compiled with the Site Engineer.

25.1.4 Effective from communication of the said notice by the CONSULTANT upto communication of any order of the OWNER removing the relative suspension, the CONSULTANT shall be entitled to a "Standby Allowance" as hereunder provided for the CONSULTANT personnel actually and directly rendered idle by the suspension, namely:

Standby Allowance for CONSULTANT's personnel deputed at site and directly rendered idle by the suspension shall be calculated at Unit Rate for personnel for the period of the suspension. In addition OWNER shall reimburse CONSULTANT the salaries and expenses of CONSULTANT's personnel located at CONSULTANT's Home Office exclusively engaged directly in relevant activity of the Project then being undertaken and they are actually and directly rendered idle by virtue of the suspension as established by CONSULTANT to the satisfaction of OWNER.

"Day" shall mean each 24 (twenty four) hours period commencing from midnight and terminating at midnight.

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No Standby Allowance shall be permissible for first 2 days of suspension of work(s) in any English calendar month and no compensation is payable for past days involved prior to notice under Clause 25.1.3 above.

25.1.5 The Standby Allowance provided above shall be the sole and exclusive right and remedy of the CONSULTANT resultant upon any suspension.

25.1.6 Unless the suspension is by reasons of default or failure on the part of the CONSULTANT, if in the opinion of the CONSULTANT such suspension shall necessitate any extension in the time of completion of related milestone, the provisions of Clause 23.4 related causes in respect of extension of time shall apply.

25.1.7 If a suspension by OWNER for any cause cumulatively during the contract duration exceeds 180 (one hundred eighty) days, the CONSULTANT shall be entitled to terminate the contract without financial consequences of such termination on either party.

25.1.8 Except for a suspension by a written order of the OWNER in terms hereof, the CONSULTANT shall not suspend the work for any cause. OWNER may, at any time, should OWNER deem it necessary to do so, terminate this CONTRACT forthwith by giving one month written notice to CONSULTANT.

25.2 **TERMINATION**

25.2.1 Termination of the Contract shall apply for Default or failure by the CONSULTANT or any of the obligations of the CONSULTANT under the contract, including but not limited to:

- i. Failure to start work within 10 (Ten) days from issue of LOA.
- ii. Failure to carry out the services to meet the progress schedule.
- iii. Failure to execute the services or any of them in accordance with the Contract.
- iv. Disobedience of any order or instruction of the OWNER.
- v. Negligence in carrying out the services/works or carrying out of services/work found to be unsatisfactory by the OWNER.
- vi. Abandonment of the services/works or any part thereof.
- vii. Substantial suspension of the services/works or any part thereof for a period of 14 (fourteen) days or more without the authority of the OWNER.
- viii. Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 10 (Ten) days of notice in this behalf from the OWNER.
- ix. If the CONSULTANT misconduct himself in any manner
- x. If there is any change in the constitution of the CONSULTANT (if a firm) or in the circumstances or organization of the CONSULTANT, which is detrimental to the interests of the OWNER.
- xi. Dissolution of the CONSULTANT (if a firm) or commencement of liquidation or winding-up (whether voluntary or compulsory) of the CONSULTANT (if a company) or appointment of a receiver or manager of any of the CONSULTANT's assets and/or insolvency of the CONSULTANT {(if a sole proprietorship or of any partner of the Contractor (if a firm))}.
- xii. If the CONSULTANT shall assign or attempt to assign his interest or any part thereof in the Contract.

- xiii. If the CONSULTANT does not fulfill or violates the Secrecy Agreement requirements.
- xiv. If the CONSULTANT is found working against the interests of the OWNER & the PROJECT.
- 25.2.2 In the event of termination pursuant to Clause 25.2.1 hereof, CONSULTANT shall carry out any reasonable instruction of OWNER in connection with such termination.
- 25.2.3 Termination of this CONTRACT shall not relieve either party of their obligations imposed by this CONTRACT with respect to the WORK performed by either party prior to such termination.
- 25.2.4 In the event of termination pursuant to Clause 25.2.1 hereof, OWNER shall pay to CONSULTANT for all the WORK performed by CONSULTANT under this CONTRACT upto the date of termination (proportionate to % progress of WORK as indicated in latest progress report submitted). Such compensation shall be mutually agreed based upon the progress made prior to the date of termination. However, no de-mobilisation cost shall be paid. The compensation so agreed will be paid after deducting any or all amounts paid to CONSULTANT till the date of termination.
- 25.2.5 The OWNER shall not exercise the right of termination in respect of a default which, in the opinion of the OWNER, is capable of being remedied without affecting the time of Mechanical Completion of the Unit(s) covered by the Contract, unless the OWNER shall have given the CONSULTANT a Notice in writing specifying the default or deficiency and giving the CONSULTANT an opportunity to rectify the default or deficiency and the CONSULTANT fails to take effective steps to the satisfaction of the OWNER in this behalf within 15 (fifteen) days of the receipt of the said Notice.
- 25.2.6 The OWNER shall not exercise its right of termination for delay in commencing or performing or completing any work or supply unless the OWNER is of the opinion that such delay shall have an impact on Mechanical Completion or the operation of the Unit(s) which forms the subject matter of the Contract.
- 26.0 **MOBILISATION ADVANCE**
- 26.1 The CONSULTANT shall be paid recoverable Mobilisation Advance equivalent to 10% of the Lumpsum price excluding Service Tax. Such advance shall be paid after the following conditions have been fulfilled:
- i. The formal Contract has been signed between the OWNER & CONSULTANT.
 - ii. Submission of Bank Guarantee for an equivalent value of the said advance(s) in the manner mentioned in clause 16.2.
 - iii. Submission of a Bank Guarantee(s) by way of Security Deposit/ Performance Guarantee of required amount and in the manner/ formats mentioned in clause 16.2.
- 26.2 The outstanding balance of the mobilization advance shall carry interest as per following details

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- a. Interest rate on mobilization of advance shall be linked to weighted average cost of long term rupee borrowings of the corporation.
- b. A margin of 2% over the long term rupee borrowing cost will be loaded for determination of interest rate and the rate will be rounded off to next higher quarter percentage point.
- c. The interest rates will be reviewed annually based on the actual interest cost during the period from April to December each year.

26.3 The advance paid to the CONSULTANT shall be used for execution of this contract only and the CONSULTANT shall satisfy the OWNER/ Engineer-in-Charge in this regard whenever required. If it is found that the said advance has been utilised by the CONSULTANT in whole or part for any other purpose the OWNER may at its discretion forthwith recall the entire advance & without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).

26.4 The Mobilisation Advance along with interest accrued shall be recovered from the CONSULTANT's Running Account bills on Pro-rata basis @ 10% of the gross amount of the Running Account bills. Unrecovered Mobilisation Advance if any, alongwith interest shall be recovered on completion of CONSULTANT's Services in all respects.

26.5 The Mobilisation advance shall be released to the CONSULTANT within 45 (Forty Five) days of signing of formal Contract between the OWNER and the CONSULTANT and submission of requisite Bank Guarantee(s) towards Security and Advance(s) as required under Clause 16.2 and from a Bank acceptable to the OWNER.

27.0 **MISCELLANEOUS**

27.1 **Independent Contractor:** CONSULTANT is an independent contractor under this Contract, and shall have complete charge of all personnel performing any Work under this Contract. CONSULTANT shall perform all Work in accordance with its own methods and shall be fully responsible for the Work performed by it or on its behalf hereunder in accordance with the terms of this Contract. CONSULTANT shall not be deemed an agent of OWNER for any purpose pursuant to this Contract.

27.2 **Assignments**

27.2.1 Except as herein after provided the Contract shall not be assigned by either party without the prior written consent of the other party, except that it may be assigned without such consent to a person, firm or company acquiring all or substantially all the business and assets of such party. No assignment of this contract shall be valid until and unless the obligations of the assignor shall have been assumed by the assignee, except this Contract may be assigned by CONSULTANT to any affiliate acceptable to the OWNER as competent and capable to perform the work assigned.

27.2.2 All assignments shall be in terms so as not to prejudice the confidentiality obligations of the parties.

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- 27.0 **Entire Contract:** This Contract embody the entire Agreement between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreement of any kind not included within this Contract and all prior negotiations, representation, contract and/or agreements and understandings are hereby cancelled.
- 27.4 **Resolution of Inconsistencies:** All the contract documents shall be read together and as a whole to determine their tone, meaning and intent. In the event of any irreconcilable inconsistency between any of the Clauses or Clauses of this Contract, and any Exhibit to this Contract, the Clauses or Clauses of this Contract shall prevail. Subject thereto, the provisions of this Contract shall be mutually explanatory. If any inconsistency in this Contract shall become apparent, it shall be resolved by OWNER in writing in consultation with CONSULTANT and in accordance with the foregoing order of priority. CONSULTANT shall immediately notify OWNER of any inconsistency, which CONSULTANT discovers. If CONSULTANT continues to perform Work after discovering any inconsistency without notifying OWNER, CONSULTANT shall be responsible for any consequences, including any necessary rectification or revision of the Work.
- 27.5 **Waiver:** Failure of either Party to give notice to the other Party of an alleged breach hereof or default hereunder shall not constitute a waiver of its right to assert its remedies as to such breach or default.
- 27.6 **Language:** All communications and correspondence in the performance of this Contract shall be in the English language.
- 27.7 **Metric System:** Except as otherwise may be provided in this Contract, all weights and measures to be made hereunder, shall be expressed in the metric system, including, without limitation, drawings, plans, specifications, designs, surveys, estimates, reports and all other documents and Work originated by CONSULTANT. CONSULTANT shall require all Subcontractors's documents to be expressed in the metric system.
- 27.8 **Notices:** Subject to any provisions in this Contract to the contrary, any notice, or communication sought to be served by the CONSULTANT to the OWNER with reference to this Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by facsimile transmission followed by courier mail delivery, or by Registered Acknowledgement Due Post to the office address set forth below:
- Address: Dy. General Manager(LPG-ENGG)
Indian Oil Corporation Limited
(Marketing Division)
G-9, Ali Yavar Jung Marg,
Bandra (East),
Mumbai- 400051.

Without prejudice to any other mode of service provided for in this Contract or otherwise available to the OWNER, any notice, order or other communication sought to be served

by the OWNER to the CONSULTANT with reference to this Contract, shall be deemed to have been sufficiently served if delivered by facsimile transmission followed by courier mail delivery, or by Registered Acknowledgement Due Post to the Principal office of the CONSULTANT.

27.9 **Severability**: In the event that any of the provisions of this Contract are construed as being null and void by a court or otherwise, the remaining provisions shall be regarded as still being in full force and effect.

27.10 **Counterparts**: This Contract may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

27.11 **Effectiveness of Agreement**: The Effective Date of Contract shall be the date of issue of Letter of Intent (LOI)/Fax of Acceptance (FOA) issued by the OWNER accepting the CONSULTANT's bid.

Unless and until this Contract becomes effective in accordance with this Clause 27.11, OWNER shall incur no financial obligation of any nature whatsoever to CONSULTANT under this Contract.

27.12 **Publicity**: No publicity releases (including news releases and advertising) relating to this Contract and the Services shall be issued by CONSULTANT without the prior written approval of OWNER. Any inquiry which CONSULTANT may receive from news media concerning this Contract will be referred to the OWNER for coordination prior to response.

Any paper, article, publication, or announcement of advances generated in connection with the Services during the period of performance of the Contract or in the future, shall require OWNER's prior written approval.

27.13 **Survival of Contract Provisions**: The following provisions of this Contract shall survive any termination of this Contract:

Taxes and Duties.

Warranties and Guarantees

Price Reduction

Title.

Proprietary Information; Computer Data; Licenses & Inventions.

Insurance

Indemnification.

Patent Indemnification.

Arbitration i Governing Law.

Publicity

Limitations of Liability.

27.14 **Set off**: Notwithstanding any other provision hereof relating to rights of set off or deduction, OWNER may, but shall not be under any obligation, at any time to set off any and all sums due from OWNER to CONSULTANT against sums claimed by OWNER from CONSULTANT hereunder. CONSULTANT may not at any time set off sums payable by it to OWNER under this Contract.

- 28.1 Within 7 (seven) days of issue of Certificate of Acceptance specified in Clause 15.1, CONSULTANT shall clear the job site of all surplus materials, CONSULTANT's labour, equipment and machinery and shall demolish, dismantle and remove all CONSULTANT's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the job site or any land allotted to CONSULTANT by the OWNER and not incorporated in the permanent works and shall clear, level and dress the job site to the satisfaction of the OWNER's representative and shall put the OWNER in undisputed custody of all land allotted by the OWNER to CONSULTANT for the performance of this Contract and unless CONSULTANT shall have fulfilled the provisions of the clause, the Work shall not be deemed to have been completed.
- 28.2 Upon the satisfactory fulfillment by CONSULTANT of the provisions of Clause 15.0 thereof, CONSULTANT shall be entitled to apply to the OWNER for a Completion Certificate in respect of the Work upon submission of the following documents:
- The Technical Documents according to which the Work was carried out;
 - Complete set of working drawings showing therein corrections and modifications (if any) made during the course of execution of the Work.
 - Certificate of Acceptance.
 - Certificate of the OWNER's representative of satisfactory fulfillment of the provisions of Clause 28.1.
 - List of OWNER-supplied surplus materials (if any) returned to OWNER's stores and Materials-at-site accounting for OWNER-supplied materials, signed by the OWNER's representative; and
 - Discharge Certificate in respect of OWNER-supplied equipment and machinery signed by the OWNER's representative.
- 28.3 If the OWNER is satisfied of the completion of the Work and of the Documents specified above, the OWNER shall within 15 (fifteen) days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the Work to CONSULTANT.
- 28.4 The issue of a Completion Certificate shall be without prejudice to the OWNER's rights and CONSULTANT's liabilities under the Contract, including the CONSULTANT's liability in respect of Process guarantees, Rectification & Defect Liability and Price Reduction, nor shall the issue of a Completion Certificate in respect of the Work be construed as a waiver of any right or claim of the OWNER against CONSULTANT in respect of Work.
- 29.0 **CLAIMS BY CONSULTANT**
- 29.1 Should the CONSULTANT consider that it is entitled to any extra payment or compensation in respect of the Work over and above the amounts due in terms of the Contract or should CONSULTANT dispute the validity of any deductions made or threatened by the OWNER from any payments due to it in terms of the Contract, CONSULTANT shall forthwith give notice in writing of his claim in this behalf to the

OWNER's Representative and to the OWNER within 15 (fifteen) days from the date of the issue of orders or instructions relative to which the CONSULTANT claims such additional payment or compensation, or of the happening of any other event upon which the CONSULTANT bases such claim, and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. CONSULTANT's right to raise a claim and the OWNER's possible liability in respect of any claim raised by CONSULTANT shall arise if and only if CONSULTANT shall have given notice of such claim to the OWNER and the OWNER's Representative in the manner and within the time and giving the particulars aforesaid, and CONSULTANT shall be deemed to have waived any or all claims and all his rights in respect of any claim not notified to the OWNER and the OWNER's Representative in writing in the manner and within the time and giving the particulars aforesaid.

- 29.2 The OWNER and/or OWNER's Representative shall be under no obligation to reply to any notice of claim given or claim made by CONSULTANT within the provisions aforesaid or otherwise, or to otherwise reject the same, and no such omission or failure shall be deemed to be an admission by the OWNER of the validity of such claim or waiver by the OWNER of any of its rights in respect thereof.
- 29.3 Any and all notified claims of CONSULTANT as shall remain at the time of preparation of its Final Bill shall be separately included in the Final Bill prepared by CONSULTANT in the form of a Statement of Claims attached thereto, giving particulars of the claim(s), ground(s) on which it is or they are based, and the amount claimed and shall be supported by a copy(ies) of the notice(s) sent in respect thereof by which the claim(s) are/were notified in accordance with the provisions of foregoing. In so far as such claim(s) shall in any material particular be at variance with the claim(s) notified by CONSULTANT according to the provisions hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect thereof stated in Final bill.
- 29.4 Any and all notified claims not specifically reflected and included in the Final Bill shall be deemed to have been waived by CONSULTANT, with the intent that CONSULTANT shall have no right to raise or include in the Final Bill any claim(s) other than a notified claim conforming in all respects to the provisions of the said Clause.
- 29.5 Notwithstanding the existence of any claim by CONSULTANT in terms hereof or otherwise, CONSULTANT shall continue and be bound to continue and perform the Work to completion in all respects according to the Contract unless the Contract be priorly determined in terms hereof.
- 29.6 Unless incorporated in a Change Order, signed by the parties, the payment of any sum on account to CONSULTANT during the performance of the Work in respect of which a claim has been notified or the making or negotiation of any interim arrangements in respect of the performance of such work or item or work by the OWNER, shall not be deemed to be an acceptance of the related claim by the OWNER, or any part or portion thereof with the intent that any such payment shall constitute merely a facility or assistance to the CONSULTANT, and not an obligation upon the OWNER.

- 30.1 This Contract is to be executed in duplicate, each of which will be deemed as original. It shall constitute the sole Contract on the subject matter hereof between the parties hereto and supersedes all prior proposals, agreements, promises, representations and communications between the parties hereto.
- 30.2 All Annexures to the Contract Document shall be deemed to form and be read and construed as part of this Contract.
- 30.3 No oral representations of any officers, agent or employee of either of the parties hereto, shall affect or modify the rights or obligations hereunder. Any promises or representations made by representatives of either of the parties hereto shall be binding only if in writing and signed by an authorized representative of OWNER and or CONSULTANT as the case may be.
- 31.0 **EXCLUSION OF THE GOVT. OF INDIA'S LIABILITY**
- 31.1 It is expressly understood and agreed that the OWNER will enter into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India are not party to any such Agreement and will have no liabilities, obligation or right whatsoever hereunder. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India. CONSULTANT expressly agrees, acknowledges and undertakes that the OWNER is not an agent, representative or delegate of the Government of India and that of the Government of India are not and shall not be liable for any act, omission, commission breach or other wrong arising out of this Contract. CONSULTANT hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims, against the Government of India arising out of any resultant agreement and covenants not to sue the Government of India for any manner of claim, cause of action or thing whatsoever arising out of or under any such Contract.
- 32.0 **JURISDICTION**
- 32.1 Notwithstanding any other Court or Courts having jurisdiction to decide the question, and without prejudice to the provisions or generality of Clause 24, jurisdiction to decide the question(s) arising out of or relative to this Contract in all matters touching or affecting any arbitration, or arising out of or in relation to or under or in accordance with the Arbitration & Conciliation Act, 1996, or otherwise under or with reference to this Contract shall vest exclusively in the court(s) of competent civil jurisdiction at **Mumbai, India** (where this contracts shall be signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such actions and/or proceedings to the exclusion of all other Courts.



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SECTION 33.1 - GUARANTEES & LIABILITIES

- 33.1 Upon CONSULTANT'S Guarantees & Liabilities referred to in Clause 8 of Condition of Contract of this tender document having been or being deemed to have been satisfied or upon expiry of Defect Liability Period which is twelve months from the date of successful Performance Tests and Commissioning, whichever occurs later, all responsibility of CONSULTANT under this CONTRACT shall be deemed to have been discharged.

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