

OIL INDIA LIMITED
(A Govt. of India Enterprise)
RAJASTHAN PROJECT
12, OLD RESIDENCY ROAD
JODHPUR – 342011

FAX No. : 0291-2431689

E-mail: mat_rp@oilindia.in

FORWARDING LETTER

Tender No. : JCO 9737 P09

To
M/s
.....
.....
.....

Document Srl. No. :
Money Receipt No. :
Tender Fee :	Rs. 500.00
Signature of issuing Officer

Dear Sirs,

- 1.0 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in exploration and production of natural gas from the Jaisalmer Basin and heavy oil from Bikaner-Nagaur basins of Western Rajasthan, India. The Project office at Jodhpur, Rajasthan is well connected by Air, rail and road.
- 2.0 In connection with its operations, OIL invites competitive sealed bids from competent domestic engineering consultancy firms under composite bidding system (technical and commercial bids together) for a detailed study of the existing system of Hydro Carbon Condensate (Light Crude Oil) Separation and Recovery from associated produced water at its Dandewala Gas Processing Centre (DND-GPC) near Tanot Village in Jaisalmer district and to recommend the best feasible alternatives. Location DND-GPC is situated about 450 Km from Jodhpur and 150 Km. From Jaisalmer Township. The successful bidder has to depute their competent representatives to the site as may be required to have first hand experience in understanding the existing set-up and to collect information/data about the procedural involvements etc.
- 3.0 A complete set of Tender Document elaborating the requirements is enclosed. You are now requested submit your most competitive bid (Techno-commercial) accordingly well before the bid closing date and time (**12th August, 2008**; 15:00 hrs. – IST) to CHIEF MANAGER (M & C), OIL INDIA LIMITED, 12-OLD RESIDENCY ROAD, JODHPUR – 342011 (RAJASTHAN).

Yours faithfully,
OIL INDIA LIMITED

(P.DAS)
CHIEF MANAGER (M&C)
FOR GROUP GENERAL MANAGER (RP)

SECTION - I

TERMS OF REFERENCE /SCOPE OF WORK/ TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION:

This Section establishes the Scope and Schedule of Work to be performed by the selected Consultant and describes the specifications, instructions, standards and technical details, which the Consultant shall satisfy or adhere to in the performance of the work.

2.0 DEFINITION OF WORK

OIL's Rajasthan Project produces Natural gas with associated formation water and hydrocarbon condensate from its Dandewala field near Tanot Village in the district of Jaisalmer in western Rajasthan, which is approximately 150 KM beyond Jaisalmer and around 450 KM from Jodhpur. This gas is separated and dehydrated at Dandewala Gas Processing Centre (DND-GPC) as under :

- Initially the produced gas is gathered through a production header at a pressure in the range 38-40 Kg/Cm².
- Then in the first stage of the separation process the gas and water mixture is processed at 35 Kg/Cm² to separate the natural gas from water & gas condensate.
- In the subsequent stages, the gas is filtered, dehydrated and sold to down stream customer.

2.1 Now the water & gas condensate mixture recovered at 35 Kg/cm² from the 1st stage separation process need to be treated further in order to:

- Recover gas condensate from the mixture and to despatch the same to the existing storage tanks.
- Recover the produced formation water from the mixture and to store the same at atmospheric pressure for safe disposal.
- Dispose off the hydrocarbon vapour liberated from liquid phase to the existing flare system.

2.2 This tender is floated to invite bid for :

- (a) Design and detail engineering for an effective separation system for recovery of liquid hydrocarbon (gas condensate). This include detail specification for the equipment and infrastructure required, selection of material of construction.
- (b) To submit estimated cost of the materials and equipments including Fabrication, installation and commissioning cost.

2.3 A brief description of the process requirement :

Water & Liquid H-C mixture saturated with dissolved gas recovered at 35 Kg/cm² from 1st stage separator is as under:

Maximum Quantity of liquid mixture produced : 400 Cu.M per day.

Mixture contains : Approx 1.5% liquid H-C (Gas condensate), balance 98.5% water.

Characteristics of the produced formation water : Salinity : 97,500ppm
pH : 6.2
Chloride : 59,100ppm
Bi-carbonate : 2745ppm
Total Hardness: 3550ppm
Solid particles : Traces.

Characteristic of H-C Condensate : Specific gravity 60/60 : 0.8272-0.8338 (Water=1)
API gravity : 39.6-38.2

Characteristic of gas (% by volume) : Methane: 44.1
Ethane : 1.27%
C3-C6 : 0.68%
CO2 : 28.92%
N2 : 25%
Specific gravity:0.9541(Air=1)

Above mixture shall be the feed stock for the proposed system and the outlet fluids shall be recovered in three distinct streams as under :

- (i) Produced water free from liquid hydrocarbon mixture and gas vapour at normal pressure to be stored in a storage tank for further disposal. Separated water shall not contain HC liquid more than 5 ppm.
- (ii) Liquid hydrocarbon recovered & to be stored in the storage tanks at normal (atmospheric) pressure. This shall not contain more than 10 ppm of water.
- (iii) Liberated natural gas in vapour form to be connected to the existing flare header for safe disposal.

2.4 Scope of work :

- (i) To visit our Gas Processing Center (DND-GPC), located near Tanot village in Jaisalmer district of Rajasthan and study the existing system.
- (ii) To carryout design and detail engineering for an affective separation system for recovery of water, hydrocarbon condensate and gas vapour in three distinct stream including storage facility for water for 48 hours. Hydrocarbon condensate shall be stored in the existing over ground steel tanks.
- (iii) To prepare P & I, Flow diagram, material balance sheet, detail engineering drawings & Isometrics of the proposed system.
- (iv) To prepare bill of materials and Equipments with detail engineering specification. This shall include scope of inspection and testing details required for procurement.
- (v) Details of jobs required for erection, installation and commissioning of the proposed plant/system.
- (vi) To prepare SOP (Safe Operating Procedure) for the plant & to indicate men power required for operation including the skill level of the operating personnel.
- (vii) Maintenance schedule and spares that will be required for the initial 3 years after implementation of the new proposed system.

- (viii) Estimated cost of plant and equipment with detail breakup including cost of erection, installation and commissioning.
- (ix) To submit the project report covering para-(i) to (viii) above. The report shall be submitted in Six hard & bound copies and six independent soft copies in word/pdf & autocad format.

3.0 GENERAL AND TECHNICAL REQUIREMENTS

- 3.1 The Consultant must submit the draft report in Triplicate and give a presentation to OIL's competent personnel at Jodhpur within 45 days after issuance of LOI. The final report shall be submitted within 30 days on receipt of approval of the draft report from OIL after incorporating necessary comments modification/ changes / suggestions made by OIL, if any.
- 3.2 The Consultant may visit the site for making necessary field study and for collection of inputs/data as required for the study. A maximum of two visits may be undertaken by the Consultant/their representative for the purpose. For such visits, transportation from Jodhpur to the site and back, Food and Lodging at site shall be arranged and borne by OIL, maximum up to two representatives of the Consultant. Other expenses including daily allowances and cost of traveling to and from Jodhpur to Consultant's base shall be borne by the Consultant. The site is located at a distance of about 150 KM North-West of Jaisalmeer town in the state of Rajasthan. Distance between Jaisalmeer & Jodhpur is about 300 KM and is well connected by road.
- 3.3 While submitting the bid, the Consultant must submit the list of key personnel with their bio-data and experience available with them to carry out the job.
- 3.4 Bidders must quote for all the items/jobs and submit their commercial/priced bids exactly as per format furnished in **PROFORMA - II** herewith. **Evaluation of Priced Bids to ascertain the lowest bidder and Total Estimated Contract Cost against the tender will be as per rates quoted by the bidders therein.**
- 3.5 Bids not covering the entire requirement will be straightaway rejected. Bidders must confirm in their technical bid that they have considered all items/jobs indicated in Annexure-I of the tender document, failing which the offer will not be considered further.
- 3.6 The compliance statement (**Proforma – I**) should be duly filled up and should form a part of technical bid. In case bidder takes exception to any clause of tender document, then Company has the discretion to load or reject the offer on account of such exceptions, if the bidder does not withdraw/modify the deviations when/as advised by the Company. The loading so done by Company will be final and binding on the bidders.
- 3.7 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarifications as deemed fit without any material deviation to the tender stipulations and such clarifications must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

STATEMENT OF COMPLIANCE

(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)

Name of the bidder _____

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated here and put in the un-priced bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PRICE SCHEDULE/SCHEDULE OF RATES

Bidders are requested quote rates strictly as per following format.

Srl. No.	Services	Amount (INR)
01	Lump sum Charges/Consultancy Fee for carrying out a detailed study of existing system and to design and detail engineering an effective and reliable separation system for recovery of water, hydrocarbon condensate and gas vapour in three distinct stream including submission of a comprehensive report as per Scope of Work and other requirements of this tender.	Rs.

NOTE :

1. Rate/Consultancy Fee to be quoted above on lump sum basis considering the entire scope of work and other requirements detailed in Section – I.
2. Rates to be quoted above must include all applicable taxes, duties and levies including SERVICE TAX. However, the Bidders are requested to confirm the percentage of Service Tax included in their quote.

SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 DESCRIPTION OF PROJECT

1.1 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in the exploration and production of natural gas from the Jaisalmer Basin in the western parts (Thar Desert) of the state of Rajasthan in India. In connection with this Project, various services are hired and for one of such services this Invitation for Bid is issued.

2.0 COST OF BIDDING

2.1 The bidder shall bear all costs associated with the preparation and submission of its Bid, and OIL INDIA LTD, hereinafter referred to as "Company", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS

3.0 BID DOCUMENTS

3.1 The items/services required, bidding procedures and contract terms are prescribed in the Bid Document. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and responsibility and may result in rejection of its Bid.

4.0 CLARIFICATION OF BID DOCUMENT

4.1 A bidder requiring any clarification of the Bid Document may notify Company, in writing, at Company's mailing address. Company will respond in writing only to any request for clarification of the Bid Document, which it receives not later than 07 days prior to the deadline for the submission of Bids prescribed by Company.

5.0 AMENDMENT OF BID DOCUMENT

5.1 At any time prior to the deadline for submission of Bids, Company may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid Document by amendment.

5.2 The amendment will be communicated in writing or by FAX or E-mail to the bidders and will be binding on them.

5.3 In order to allow bidders reasonable time in which to take the amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids, and such extension will be conveyed to the bidders.

C. PREPARATION OF BIDS

6.0 LANGUAGE OF BID

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged by the bidder and Company shall be written in English language. However, printed literature furnished by the bidder may be written in another language so long it is accompanied by an English translation of its pertinent pages. In which case, for purposes of the interpretation of the Bid, the English translation shall prevail.

7.0 DOCUMENTS COMPRISING THE BID

The bid should be prepared under **single stage composite bid system**. The Bid should contain the Technical as well as commercial information and any other information/documents that the bidder may wish to include in support of their offer evidencing their experience and capability etc.

8.0 BID PRICES

8.1 Prices quoted by the successful bidder shall be held firm during its performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. Subsequent increase in prices of commodities if any will have to be borne by the bidder.

8.2 All duties, taxes and other levies including service tax payable by the successful bidder against the contract for which this Bid Document is issued, shall be included in the rates, prices and total bid price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For example, payment Service tax, corporate tax and Personal tax as per rules of the Country will be made by the bidder and quoted prices are to include all these charges. The bidder will have to however, indicate in their price bids the break up of the various taxes and duties amount payable by them, if any.

9.0 CURRENCIES OF BID

The prices/rates must be quoted in Indian Rupees and payment will be made accordingly in Indian Rupees only.

10.0 PERIOD OF BID VALIDITY

10.1 Bids shall remain valid for 90 days after the date of Bid opening prescribed by Company and as mentioned in the Forwarding Letter. A Bid valid for a shorter period will be rejected by Company as non-responsive.

10.2 In exceptional circumstances, Company may solicit the bidder's consent to an extension of the period of validity. A bidder granting the request will not be required nor permitted to modify its Bid.

11.0 FORMAT AND SIGNING OF BID

11.1 The bidder shall prepare three copies of both technical as well as priced bid clearly marking each "Original Bid" and "Copy of Bid", as appropriate. In the event of any discrepancy between the 'Original' and 'Copy', the 'Original' shall prevail.

11.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The authorisation shall be indicated by written power of Attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.

11.3 The Bid should contain no interlineations, erasures, use of white fluid or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Any bid not meeting this requirement shall be liable for rejection.

D. SUBMISSION OF BIDS

12.0 SEALING AND MARKING OF BIDS

- 12.1 This tender is being processed according to Single stage composite bid procedures. Bidder shall submit their Techno-commercial bid in a sealed envelope not later than 15.00 HRS (IST) on the Bid closing date at the Company's address given in the Covering Letter.
- 12.2 The Original and each copy of the bid should be sealed in an inner and outer envelope duly marking the envelopes as 'Original' and 'Copy'.
- 12.3 The inner and outer envelope containing the Bid should be sealed and should bear the following on the left hand top corner:
 - i) Company's Enquiry / Tender Number
 - ii) Bid Closing Date
 - iii) Bidder's Name and address
- 12.4 If the outer envelope is not sealed and marked as required by para 12.3, the Company will assume no responsibility for misplacement of the Bid or premature opening of the bid submitted. Any bid consequently opened prematurely will be rejected.
- 12.5 Timely delivery of the bid is the responsibility of the Bidder. Offers should be sent as far as possible by Registered post. Company will not be responsible for any postal delay.
- 12.6 Telex/Cable/Fax /Email offers will not be accepted.

13.0 DEADLINE FOR SUBMISSION OF BIDS

- 13.1 Bids must be received by Company at the address specified in the forwarding letter not later than 15:00 Hrs (IST) on the Bid closing date mentioned in the "Covering Letter".
- 13.2 Company may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Document in accordance with above-mentioned paragraph 5.0, in which case all rights and obligations of Company and bidders previously subject to the deadline will hereafter be subject to the deadline as extended.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1 The bidder may modify or withdraw its Bid after the Bid's submission provided that written notice of the modification or withdrawal is received by Company prior to the deadline prescribed for submission of Bids.
- 14.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with above mentioned paragraph 12.0. Any such notice(s) must be signed by a person holding Power of Attorney, enclosing a copy of the same.
- 14.3 **No Bid will be modified subsequent to the deadline for submission of Bids.**
- 14.4 No Bid will be withdrawn in the intervening period between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the bidder on the Bid Form. Withdrawal of a Bid during this interval will result in the bidder's forfeiture of its Bid security.

15.0 LATE BIDS

Any Bid received by Company after the deadline for submission of Bids prescribed by Company, pursuant to above paragraph 13.0, will be rejected.

E. BID OPENING AND EVALUATION

16.0 OPENING OF BIDS BY COMPANY

- 16.1 Company will open the **Bids** in presence of bidders' authorised representatives, who choose to attend at the time mentioned in the Forwarding Letter. The bidders' representatives who are present shall be required to sign on documents confirming attendance in the bid opening.
- 16.2 The bidder's name, modifications, Bid withdrawals and such other details as Company, at its discretion, may consider appropriate will be announced at the opening. Likewise, Bid price and other commercial details will be announced at the bid opening.
- 16.3 Bids for which an acceptable notice of withdrawal has been received as per to above-mentioned clause 14.0 shall not be considered for evaluation.

17.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, Company may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no changes in the price or substance of the Bid shall be sought, offered or permitted.

18.0 PRELIMINARY EXAMINATION

- 18.1 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 18.3 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the requirements of the Bid Documents. For purpose of this clause, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bid documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in consistent with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Company's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 18.4 A Bid determined as substantially non-responsive will be rejected by Company.
- 18.5 Company may waive any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

19.0 CONTACTING THE COMPANY

- 19.1 Except as otherwise provided in paragraph 17.0 hereinabove, no bidder shall contact Company on any matter relating to its Bid, from the time of the Bid opening to the time the contract is awarded.
- 19.2 Any effort by a bidder to influence Company in Company's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of that bidder's Bid.

F. AWARD OF CONTRACT

20.0 AWARD CRITERIA

20.1 Subject to paragraph 18.0 hereinabove, Company will award the Contract to the bidder, whose Bid has been determined to be substantially responsive and to have offered the lowest evaluated cost, provided further that the bidder is determined by the Company to be qualified to perform the contract satisfactorily.

21.0 REJECTION OF BID

Company reserves the right to accept or reject all Bids and to annul the bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder or bidders of the grounds for Company's action.

22.0 NOTIFICATION OF AWARD OF CONTRACT

22.1 Prior to the expiry of the period of Bid validity, Company will notify the successful bidder in writing by registered letter/ fax (to be confirmed in writing) that its Bid has been accepted.

22.2 **The notification of award will constitute formation of the contract.**

23.0 SIGNING OF CONTRACT

23.1 After Company notifies the successful bidder that its Bid has been accepted, Company will send the successful bidder the formal Contract document incorporating all agreements between the parties.

23.2 Within 7 days of receipt of the Contract document, the successful bidder shall sign and return it to Company and arrange for mobilization as per terms

24.0 SECRECY OF BID DOCUMENT

Bidders shall not disclose the Bid document or any contents thereof, or any specification, plan drawing, pattern, information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder without prior permission of the Company. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.

(END OF SECTION – II)

SECTION – III

GENERAL TERMS OF CONTRACT

1.0 PAYMENT TERMS AND INVOICING PROCEDURE

- 1.1 No advance payment will be paid by Company against the instant case. All payments due by Company to Consultant shall be made at Consultant's designated bank against proper and undisputed invoices/bills as under. Bank charges (if any) will be to Consultant's account.
- 1.2 Payment of any invoice shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Consultant written notice of objection to any item or items the validity of which Company questions.
- 1.3 Consultant will submit three sets of their completed invoice to Company for processing of payment.
- 1.4 Full payment after adjusting tax and liquidated damages, if any, will be released by Company against Consultant's invoice upon receipt and acceptance of Final Report by OIL. Payment will be released only after completion of entire contractual obligations of Consultant.
- 1.5 Consultant shall maintain complete and correct records of all information on which their invoice is based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by Company of Consultant's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Consultant to Company and (ii) that Consultant is otherwise in compliance with the terms and conditions of this Agreement.

2.0 TAXES AND DUTIES

- 2.1 Taxes leviable as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payment received under the contract will be on Consultant's account.
- 2.2 Taxes will be deducted at source from all payments released to the Consultant, at the specified rate of income tax as per the provisions of Indian Income Tax Act.
- 2.3 Consultant shall be responsible for and pay the applicable personnel taxes, if any, for all the personnel deployed in India.
- 2.4 Consultant shall furnish to the Company, if and when called upon to do so, relevant statements of accounts or any other information pertaining to work done under this Contract for submitting the same to the tax authorities, on specific request by them. Consultant shall be responsible for preparing and filing relevant returns within the stipulated to the appropriate authority.
- 2.5 Prior to start of operations under the Contract, Consultant shall furnish to Company necessary documents, as asked for by Company and or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to Consultant.
- 2.6 Tax clearance certificate for personnel and corporate taxes shall be obtained by Consultant from appropriate Indian tax authorities and furnished to Company.
- 2.7 Corporate and personnel taxes on Consultant shall be the liability of the Consultant and Company shall not be held responsible on this account.

- 2.8 All local and Central Taxes, levies, R&D cess, duties and Octroi etc. on the purchases and sales made in India by Consultant or on the Sales made by Consultant to Company if any, shall be borne by Consultant.
- 2.9 Consultant shall be responsible for and pay the applicable Service Tax. The quantum of Service Tax included in the quoted rates must be shown separately in terms of percentage.

3.0 SUBSEQUENTLY ENACTED LAWS

Subsequent to the date of technical bid opening if there is a change in or enactment of any Indian law which results in an additional cost or reduction in cost under the Contract to Consultant, such additional cost shall be reimbursed by Company to Consultant on submission of documentary evidence that the Consultant has duly borne the additional implication as envisaged under the said law or such reduction in cost shall be refunded by the Consultant to Company as the case may be.

4.0 SETTLEMENT OF DISPUTES AND ARBITRATION

- 4.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliations Act,1996. The venue of Arbitration will be Jodhpur, Rajasthan, India. The award made in pursuance thereof shall be binding on the parties.

5.0 APPLICABLE LAWS

- 5.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India.
- 5.2 Consultant shall ensure full compliance of various Indian Laws and statutory regulations in force from time to time and obtain necessary permits/ licenses, etc. from appropriate authorities for conducting operations under the Contract.

6.0 NOTICES

- 6.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing to the applicable address specified below :

COMPANY

Oil India Limited,
 12, Old Residency Road,
 JODHPUR-342011
 Rajasthan, INDIA.
 Fax : 0291 2431689

CONSULTANT

.....

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

7.0 FORCE MAJEURE :

- 7.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

7.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

7.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the contract with prior written notice if such 'force majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

8.0 TERMINATION :

8.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to be automatically terminated on the expiry of contractual terms.

8.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 7.0 above.

8.3 TERMINATION ON ACCOUNT OF INSOLVENCY :

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

8.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE :

If the Company considers that, the performance of the Consultant is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Consultant, if Consultant fails to comply with the requisitions contained in the said written notice issued by the Company. No payment whatsoever will be paid under such condition.

8.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT :

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

(END OF SECTION – III)

SECTION - VI

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

A) **BID REJECTION CRITERIA (BRC) :**

1.0 TECHNICAL

- 1.1 The bid shall conform generally to the specifications and terms and conditions including scope of works given in this Bid document. Bids will be rejected in case the offers do not conform to the required parameters stipulated in the Scope of work/Terms of Reference of the tender. Notwithstanding the general conformity of the bids to the stipulated specifications and terms, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.
- 1.2 Any offer which does not include all the jobs/services/deliverables mentioned in the tender document will be considered as incomplete and rejected.
- 1.3 The bidder must have experience in design of Process plant in the Up/Down stream oil & Gas processing industries. Documentary evidence for at least one such job successfully carried out during **last five years** as on this bid closing date will be required, failing which the offer will be rejected.
- 1.4 Bidder must submit the list of key personnel that will be engaged to carry out the job. This should include their bio-data and experience in the field. At least one person should have a minimum of 10 years experience in successful design of process plant in the up/down stream oil & Gas sector. Documentary evidence in support of the same will be required failing which the offer will be rejected.
- 1.5 Since time is the essence of this project bidder shall offer best completion schedule, which shall not exceed 45 days for draft report from the date of issue of LOI & another 30 days from the date of approval of the draft report by OIL. Bidder must confirm the same categorically. A bid without such confirmation will be rejected.
- 1.6 Conditional offers will not be considered and will be rejected.

2.0 COMMERCIAL

- 2.1 Bidder shall offer firm prices. Prices quoted by the successful bidder must remain firm through out execution of the contract and not subject to variation on any account.
- 2.2 Bid received after the scheduled bid closing date and time will be rejected.
- 2.3 Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or his authorised representative(s) on all pages failing which the bid will be rejected.
- 2.4 Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

- 2.5 Bids must be kept valid for a minimum of 90 days for our acceptance and bids with inadequate validity shall be rejected.
- 2.6 Bids received from unsolicited parties shall be rejected
- 2.7 Bid containing false statement will be rejected.
- 2.8 Bidder must accept and comply with the following clauses as given in the Tender document in toto, failing which the offer will be rejected :
- Tax liabilities Clause
 - Force Majeure Clause
 - Termination Clause
 - Arbitration Clause
 - Applicable Law Clause
 - Liquidated damage clause

3.0 GENERAL:

- 3.1 The compliance statement (**Proforma – I**) should be duly filled up and should form a part of technical bid. In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exceptions if the bidder does not withdraw/modify the deviations when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.
- 3.2 To ascertain the substantial responsiveness of bids, the company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 The bid documents are not transferable. Offers made by Bidders who have not been issued the Tender Documents by the Company will be rejected.
- 3.4 The Company also reserves the right to cancel/withdraw the Tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds for Company's action
- 3.7 **If any of the clauses in the BEC/BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.**

B. BID EVALUATION CRITERIA (BEC):

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per Bid Evaluation Criteria.
- 2.0 Bidders are requested to quote their cost details (Rates) strictly as per enclosed Price Schedule Format provided in the Tender and bids will be evaluated and compared on total value basis as indicated therein.
- 3.0 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per Proforma - II.
