



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

**CONTRACTS DEPARTMENT**  
**TEL: (91) 374-2800548**  
**E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91)374-2803549**

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**FORWARDING LETTER**

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**M/s** \_\_\_\_\_

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**Sub : IFB No. CDG7663P16 for Hiring of Gas Compression Services on Build, Own and Operate(BOO) basis for 6(six) nos. of installations for a period of 4(four) years extendable by 1(one) year.**

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s e-procurement site for **Hiring of Gas Compression Services on Build, Own and Operate(BOO) basis for 6(six) nos. of installations for a period of 4(four) years extendable by 1(one) year.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- |       |  |   |
|-------|--|---|
| (i)   | IFB No.:                                 | CDG7663P16  |
| (ii)  | Type of IFB :                            | Single Stage-2(two) Bid System  |
| (iii) | Last Date of receipt of Pre-Bid: Queries | 23.07.2015 upto 15:30 Hrs (IST)   |
| (iv)  | Pre-bid conference:                      | 27.07.2015 at 9-30 hrs (IST)  |
| (v)   | Venue of Pre-Bid Conference:             | Guwahati (Exact venue shall be communicated to the prospective bidders nearer the time) |

- |         |   |  |
|---------|---|--|
| (vi)    | Bid Closing Date & Time:  | 25.08.2015 at 11-00 hrs. (IST)   |
| (vii)   | Bid Opening Date & Time:  | 25.08.2015 at 14-00 hrs. (IST)   |
| (viii)  | Priced Bid Opening Date:<br>& Time                                  | Will be intimated to the eligible bidders nearer the time  |
| (ix)    | Bid Submission Mode:  | Bid should be uploaded in OIL's E-Procurement portal   |
| (x)     | Bid Opening Place:  | Office of the Head-Contracts<br>Oil India Limited<br>Duliajan – 786602, Assam, India   |
| (xi)    | Bid Validity :  | 180 days from date of Closing of bid   |
| (xii)   | Mobilisation Time for<br>Commissioning:                             | 300 days from the date of issue of<br>LOA by OIL   |
| (xiii)  | Bid Security Amount:  | Rs. 82,00,000.00 or US\$ 1,31,200.00   |
| (xiv)   | Bid Security Validity :   | 210 days from date of closing of bid   |
| (xv)    | Amount of Performance:<br>Security                                  | 7.5 % of 1(one) year contract value  |
| (xvi)   | Validity of Performance Security:                                   | Up to 3(three) months from date of<br>completion of contract   |
| (xvii)  | Duration of the Contract:   | 4(four) year with a provision for<br>extension of another 1(one) year at the<br>same rate, terms & conditions at OIL's<br>options.                                     |
| (xviii) | Quantum of Liquidated Damage:<br>for Default in Timely Mobilisation | @ 0.5% of 1 <sup>st</sup> Year contract value<br>(including mobilization cost) for delay in<br>mobilization of per week or part thereof<br>subject to maximum of 7.5%. |
| (xix)   | Bids to be addressed to:  | HEAD-CONTRACTS<br>OIL INDIA LIMITED<br>DULIAJAN - 786 602<br>ASSAM, INDIA  |

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

#### 4.0 **Pre-Bid Conference:**

4.1 A pre-Bid conference will be held at **Guwahati, India on 01.08.2015** or on the dates as indicated in the online tender for providing clarifications to prospective bidders on Bid Rejection Criteria(BRC)/Bid Evaluation Criteria(BEC), Terms of Reference/Technical Specifications, Terms and conditions of the IFB to enable them to understand the exact service requirement of the Company. The parties who purchase the bid documents are invited to the Pre-Bid conference. For details of the venue, bidders may contact **Head-Contracts**, Oil India Ltd., P.O. Duliajan-786602, **Phone:** 91-374-2808812/2800548, **Fax#** (91)374-2803549, **E-mail:** [contracts@oilindia.in](mailto:contracts@oilindia.in). Foreign bidder may also request Head-Contracts for an invitation letter, if required, for the purpose of visa for attending the conference.

4.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

4.3 The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to Head-Contracts, Oil India Ltd., Duliajan-786602, Assam prior to the date of pre-bid conference and such queries must reach OIL's office at Duliajan latest by **23.07.2015** or the date as mentioned in the on-line tender. OIL shall provide clarifications to the queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

5.0 **Site Visit/Inspection:** Prospective bidders or their authorized representative(s) may visit sites under the study, Assam (India) for preliminary assessment of the requirement of the service prior to Pre-Bid Conference at their own expenses. However necessary assistance for the visit shall be provided by OIL during their visit.

#### 6.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" not acceptable.** Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Interested parties shall request Head-Contracts, OIL INDIA LTD., Duliajan(Assam) in their official letter head giving the detailed address and E-mail letter along with the cost of bid document as indicated in the NIT for issue of the User ID and password for accessing the E-procurement tender. The User ID shall be intimated to the eligible parties through email on receipt of the requisite cost of the bid document. Parties already in possession of OIL User ID and Password shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document. In case any bidder is eligible for exemption from paying the tender fee, they should request OIL with supporting documents for issue of the User ID & Password on free of charge basis. Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are**

**available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at [arupsarmah@oilindia.in](mailto:arupsarmah@oilindia.in), Ph.: 09954486025(M).

#### 7.0 **IMPORTANT NOTES :**

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in two copies in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to Head-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam(India) :
  - a) Original Bid Security
  - b) Printed catalogue and Literature, if called for in the tender.
  - c) Power of Attorney for signing the bid.
  - d) Any other document required to be submitted in original as per tender requirement.

**The above documents including the Original bid security, must be received at OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the technical bid closing date failing which the bid shall be rejected.** A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the Head-Contracts in presence of the authorized representatives of the bidders.
- iii) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded "**Technical RFx Response**" **Tab only. Bidders to note that no price details should be uploaded in "Technical RFx Response" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes &**

**Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Part-2 (Refer Clause 1.0 of (B) Commercial.**

**Display RFX Response:**

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

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

RFX Response Number 60006452 RFX Number TEST2 Status Submitted  
RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version

Basic Data Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

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

**Edit RFX Response:**

Bid on “EDIT” Mode

Submit Read Only Print Preview Check Technical RFX Response Close Save Verify signature of Response Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information Items Notes and Attachments Conditions Summary Tracking

Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checker
The table does not contain any data						

Area for uploading Technical Bid\*

Area for uploading Priced Bid\*\*

**Note :**

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

\*\* The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first

click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**( T K GUPTA )**  
**HEAD-CONTRACTS**  
*For, **RESIDENT CHIEF EXECUTIVE***

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

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

#### **A. BID DOCUMENTS**

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

- (a) A Forwarding Letter highlighting the following points:
    - (i) Company's IFB No. & Type
    - (ii) Bid closing date and time
    - (iii) Bid opening date and time
    - (iv) Bid submission Mode
    - (v) Bid opening place
    - (vi) Bid validity, Mobilisation time & Duration of contract
    - (vii) The amount of Bid Security with validity
    - (viii) The amount of Performance Guarantee with validity
    - (ix) Quantum of liquidated damages for default in timely mobilizations
  - (b) Instructions to Bidders, (Part-1)
  - (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
  - (d) General Conditions of Contract, (Part-3, Section-I)
  - (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
  - (f) Special Conditions of Contract, (Part-3, Section-III)
  - (g) Schedule of Rates, (Part-3, Section-IV)
  - (h) Estimated CIF value of items at the time of import, (Proforma-A)
  - (i) Price Bid/Schedule Format, (Proforma-B)
  - (j) Bid Form, (Proforma-C)
  - (k) Statement of Non-Compliance, (Proforma-D)
  - (l) Bid Security Form, (Proforma-E)
  - (m) Performance Security Form, (Proforma-F)
  - (n) Agreement Form, (Proforma-G)
  - (o) Proforma of Letter of Authority, (Proforma-H)
  - (p) Authorisation for Attending Bid Opening, (Proforma-I)
  - (q) Record of Bidders past relevant experience, (Proforma-J)
  - (r) Proforma for Bio-Data of Manpower, (Annexure-I)
  - (s) Proforma undertaking from Contractor's Personnel, (Annexure-II)
  - (t) Safety Measures, (Annexure-III)
  - (u) Integrity Pact Proforma, (Annexure-IV)
  - (v) Equipment & Services to be furnished by Contractor or Company(OIL), (Annexure-V)
- 2.1** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially

responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

**4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical Rfx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders shall also check from time to time the E-Tender portal ["Technical Rfx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.**

**B. PREPARATION OF BIDS**

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

- 5.1 **BIDDER'S/AGENT'S NAME & ADDRESS** : Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

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

**(A) TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C



- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-VI, attached with the bid document to be digitally signed by the bidder.

**(B) PRICED BID**

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

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

**7.0 BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

**8.0 BID PRICE:**

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.

8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

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

**9.0 CURRENCIES OF BID AND PAYMENT:**

9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

## **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

## **11.0 BID SECURITY:**

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:

(a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format vide **Proforma-E** or in another form acceptable to the Company: Bank Guarantee/LC issued from any of the following Banks only will be accepted:

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

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

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

(b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.

11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**

11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.

11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited:
- i) If any bidder withdraws their Bid during the period of bid validity.
  - ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
  - iii) If the bidder does not accept the LOA issued by Company within the validity of the bid.
  - iv) If the bid is accepted by OIL, and work is awarded but the contractor does not furnish the Performance Security.
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the “Technical RFx Response” of OIL’s E-portal.** The original Bid Security shall be submitted by bidder to the office of Head-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach Head-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected.

**12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

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

**13.0 PERIOD OF VALIDITY OF BIDS:**

- 13.1 Bids shall remain **valid for 180** days from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 180 days from Bid Closing Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**14.0 SIGNING OF BID:**

- 14.1 Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3” digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed

Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

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

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## **15.0 SUBMISSION OF BIDS**

- 15.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in **"HELP DOCUMENTATION"**

available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to Head-Contracts, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 2(two) copies
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

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

**16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted

rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

**17.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 17.1 Bids should be submitted on-line as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid has been submitted by the bidder. Bidder may however request Head-Contracts, Oil India Ltd., Duliajan for returning their bids/quote before the original bid closing date and time for resubmission. But no such request would be entertained once the submission deadline has reached or bids are opened.
- 17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

- 19.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 19.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.4 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.
- 19.5 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

**20.0 EXTENSION OF BID SUBMISSION DATE:**

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

**21.0 BID OPENING AND EVALUATION:**

- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.
- 21.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **22.0 OPENING OF PRICED BIDS:**

- 22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.



- 22.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL, may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.
- 22.3 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- 23.0 CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.
- 24.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.
- 24.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 24.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 24.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.
- 24.4 **EXCHANGE RATE RISK:** Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 24.5 **REPATRIATION OF RUPEE COST:** In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

**25.0 CONTACTING THE COMPANY:**

- 25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6**.
- 25.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**D. AWARD OF CONTRACT**

- 26.0 AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**28.0 NOTIFICATION OF AWARD:**

- 28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

**29.0 PERFORMANCE SECURITY:**

- 29.1 Within 2(two) weeks of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:
- i) Any Nationalised / Scheduled Bank in India OR
  - ii) Any Indian branch of a Foreign Bank OR
  - iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA (Letter of Award). Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- 29.2 The Performance Security specified above must be valid for 3(three) months including the warranty period beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**30.0 SIGNING OF CONTRACT:**

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 30.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 30.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS :**

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be

forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

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

**33.0 MOBILISATION ADVANCE PAYMENT:**

33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

33.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

**34.0 INTEGRITY PACT:**

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

34.2 OIL has appointed Shri Raghaw Sharan Pandey, IAS(Retd), Former Secretary, Ministry of Petroleum & Natural Gas and Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India as Independent Monitors(IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Raghaw Sharan Pandey, IAS(Retd), Former Secretary, Ministry of Petroleum & Natural Gas; E-mail : [rspandey\\_99@yahoo.com](mailto:rspandey_99@yahoo.com)
- b. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

**35.0 LOCAL CONDITIONS:**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have

any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

**36.0 SPECIFICATIONS:**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

**END OF PART - 1**

## **PART-2**

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

- I. BID REJECTION CRITERIA (BRC):** The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be considered non-responsive in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be rejected.

#### **1.0 BIDDER'S QUALIFICATION AND EXPERIENCE:**

**(A) Technical:**

- 1.1 The bidder must have experience of successful installation, operation and maintenance of Natural Gas Compressor Packages of aggregate capacity not less than 20,000 SCMD (Standard Cubic Meter per Day) for minimum one year during the last 7(seven) years **reckoning from bid closing date**. In support of the experience, the bidder shall submit documentary evidences as per clause 1.1.1 below.
- 1.1.1 Documents establishing successful completion of jobs must be submitted along with the technical bid. These documents shall be in the form of (i) Copies of relevant pages of contract document showing Contract Number, period of contract and Scope of work and (ii) Copies of completion certificate(s) or payment certificate(s) or any other documents which substantiate completion of the jobs, issued by the client(s).
- 1.2 In case, the bidder does not meet the experience criteria as per clause No. 1.1 above, may also bid on the strength of Technical Collaborator / Joint Venture Partner provided the following criteria are compiled with:
- i) The primary bidder shall have experience of successfully completing at least one (1) No. of contract for providing Turn-key Services either of (i) Supply, Commissioning & Testing of Oil/Gas Well Production or (ii) Construction, Operation & Maintenance of Oil Collecting Station / Gas Collecting Station/Water Injection Station in the last 7(seven) years **reckoning from bid closing date**. In support of the experience, the bidder shall submit documentary evidences as per clause 1.1.1 above.
- ii) The primary bidder shall meet the financial criteria clauses 1.5 below.
- iii) The Technical Collaborator/Joint Venture Partner shall meet the experience criteria 1.1 above. In this regard, the documents establishing experience of the Technical Collaborator / Joint Venture Partner shall be submitted as per clause 1.1.1 above.
- iv) The bidder shall submit a Memorandum of Understanding (MOU)/ Agreement made on Stamp Paper of Govt. of India with their technical collaborator/ joint venture partner clearly indicating their roles under the

scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

**B) Financial:**

- 1.5 The bidder shall have an average annual financial turnover of minimum INR 24.6 Crores (US\$ 4.03 Million) during the last 3 (three) years ending 31.03.2014 (for Accounting year April-March) /31.12.2014(for calendar Accounting year). Documentary evidences in the form of audited Balance sheet and Profit and Loss Account for the last three (3) accounting years as applicable shall be submitted along with the Technical Bid.
- 1.6 In case the audited Balance sheet and Profit and Loss Account submitted along with bid are in currencies other than Rupees or US \$, the bidder shall have to convert the figures in equivalent Rupees or US \$ through a certified chartered Accountant considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Accounts were signed.

**NOTES:**

1. **OIL reserves the right to ask for any Original or other relevant document to verify the certification.**

**B. COMMERCIAL – BID SUBMISSION**

- 1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected.

- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.
- 14.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/ Retainer/Associate cannot represent more than one foreign principal.
- 15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
- i) Performance Guarantee Clause
  - ii) Force Majeure Clause
  - iii) Tax Liabilities Clause
  - iv) Arbitration Clause
  - (iv) Acceptance of Jurisdiction and Applicable Law
  - (v) Liquidated damage and penalty clause
  - (vi) Safety & Labour Law
  - (vii) Termination Clause
  - (viii) Integrity Pact

**C. GENERAL**

- 1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify



the deviation when/as advised by Company. The loading so done by the Company will be final and binding and the Company reserves the right to ask the bidder for clarification in respect of bidders.

- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

## **II. BID EVALUATION CRITERIA (BEC)**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.0 The bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma -B.
- 4.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.0 The contract shall be for 4 (four) years of operation with provision for extension. Depending on the performance of the contractor, the company reserve the right to extend the contract for another 1 (one) year under the same rate, terms and conditions. However, Bids will be evaluated on total cost for 4 (four) years of operation only.
- 6.0 It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual amount of gas compressed, as the case may be.

7.0 To ascertain the inter-se ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT**, as under:

- i) A = Total Mobilisation charges, Lump sum, One time only,
- ii) B = Total Demobilisation charge, Lump sum, One time only
- iii) C = Total Fixed Installation Rental Charges (per month rate charge basis) for Category I
- iv) D = Total Fixed Installation Rental Charges(per month rate charge basis) for Category II
- v) E = Total Variable Compression Charge (MSCM basis) for Category I,
- vi) F = Total Variable Compression Charge (MSCM basis) for Category II,
- vii) G= Mobilisation charge for additional compressor unit, Lumpsum, one time only,
- viii)H = Demobilisation charge for additional compressor unit, Lumpsum, one time only,
- ix) I = Total Fixed Installation Rental Charges (per month rate charge basis) for additional compressor for Category I,
- x) J = Total Fixed Installation Rental Charges(per month rate charge basis) for additional compressor for Category II,
- xi) K = Total Variable Compression Charge (MSCM basis)for additional compressor for Category I,
- xii) L = Total Variable Compression Charge (MSCM basis) for additional compressor for Category II,
- xiii) M = Total Incremental fixed Installation rental charge(per month rate charge basis) for relocated compression service, Cat-I
- xiv) N = Total Incremental fixed Installation rental charge (per month rate charge basis)for relocated compression service, Cat-II

Total contract cost will be as under:

$$T = \text{Total} [ A + B + C + D + E + F + G + H + I + J + K + L + M + N ]$$

Quoted Prices will be inclusive of all applicable taxes and duties except Service Tax which will be borne by OIL.

**NOTE:**

- i) The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section IV and Price Bid Format.
- ii) The quantities mentioned against each item in Schedule of Rate/Price Bid Format are for evaluation purposes only. However, payment will be made at actual.
- iii) Total Mobilisation charge (A+G) shall not be more than 2% of total quoted contract value (T).

8.0 Discount of any type indicated separately will not be taken into account for evaluation purpose. However, in the event of such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract.

- 9.0 **CUSTOMS DUTY** : The services under this Contract shall be carried out in ML/PEL areas of the Company which have been issued or renewed to Company after 01/04/99 and therefore, Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

**END OF PART - 2**

### **PART-3**

#### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **1.0 DEFINITIONS:**

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

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

- 2.0 **EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**
- 2.1 **EFFECTIVE DATE** : The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.
- 2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be completed by Contractor within 300 days from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's all equipment (as listed in Section-II) and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative..
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** Date on which the mobilization is completed by Contractor in all respects, as per clause No. 2.2, shall be treated as Date of Commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The duration/completion time of the Contract shall be 4 (four) year from the date of Commencement of Contract and with a provision for extension of the contract for another 1 (one) year at the same rate, terms & conditions depending upon the company's requirement and performance of the contractor.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of the contract.

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.

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

6.0 **WARRANTY AND REMEDY OF DEFECTS**

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

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

7.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

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

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:

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

8.0 **TAXES:**

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

- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.
- 8.8 Service Tax: The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.
- 9.0 **INSURANCE:**
- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.



- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore :
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
  - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

10.0 **CHANGES:**

- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE:**

- 11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed 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), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 11.2 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.
- 11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

- 12.0 **TERMINATION:**
- 12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a cumulative period as per clause no **12.0 of SCHEDULE OF RATES AND PAYMENT**, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be

limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

### **13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

#### **13.1 Arbitration/Applicable for Suppliers/Contractors other than PSU) :**

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under:

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of

OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendentite-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

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

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

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

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

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

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

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

**14.0 NOTICES:**

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

**Company**

- a) **For contractual matters**  
Head (Contracts)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Fax No. 91-374-2803549  
Email: contracts@oilindia.in

- b) **For technical matters**  
General Manager Prod(G)  
OIL INDIA LIMITED  
PO Duliajan - 786602,  
Assam, India  
Fax No. 91-374-2800498  
Email: prodoil@oilindia.in

- c) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax No. :  
Tel No. :  
E-mail :

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

15.0 **SUBCONTRACTING/ASSIGNMENT:**

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

16.0 **MISCELLANEOUS PROVISIONS:**

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

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

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

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 **LIQUIDATED DAMAGES**

17.1 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION INCLUDING COMMISSIONING OF COMPRESSOR STATION** : In the event of the Contractor's default in timely mobilization including commissioning of compressor station, for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of 1st year contract value( including mobilization cost), per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization including commissioning period till the

date of commencement of Contract as defined in Clause No. 2.0 of Section - I.

- 17.2 If the Contractor fails to mobilise as per clause No. 2.2 of Section-I, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 18.0 **PERFORMANCE SECURITY**: The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 7.5 % of the 1 year Contract Value) valid till \_\_\_\_\_ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 **ASSOCIATION OF COMPANY'S PERSONNEL**: Company's engineer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.
- 20.0 **LABOUR**: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.
- 21.0 **LIABILITY**:
- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold



harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

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

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 **INDEMNITY AGREEMENT:**

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

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

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

24.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:**

24.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

24.2 Manner of Payment: All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

24.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one

year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

- 24.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 24.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.
- 24.6 Contractor will submit six sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 24.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 24.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 25.6 above.
- 24.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 24.10 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor :
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the

final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

24.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 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.

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

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

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.

- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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

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

**26.0 APPLICABLE LAW:**

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

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

- a) Factory Act.
- b) The Minimum Wages Act, 1948
- c) The Workmen's Compensation Act, 1923
- d) The Payment of Wages Act, 1963
- e) The Payment of Bonus Act, 1965
- f) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- g) The Employees Pension Scheme, 1995
- h) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- i) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- j) The AGST Act, WB & Bihar Tax Act
- k) Service Tax Act
- l) Customs & Excise Act & Rules
- m) Assam, West Bengal and Bihar Entry Tax Act

**27.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the

Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

- 28.0 **SUBSEQUENTLY ENACTED LAWS**: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.
- 29.0 **ROYALTY AND PATENTS**: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 30.0 **LIMITATION OF LIABILITY** : Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,
- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
  - (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
  - (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.
- 31.0 **WAIVER**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

**END OF SECTION – I**

## SECTION -II

### **SCOPE OF WORK/ TERMS OF REFERENCE/ TECHNICAL SPECIFICATION**

#### **1.0 INTRODUCTION**

- 1.1 Oil India Limited (OIL) is a National E&P Company of India engaged in exploration, drilling, production & transportation of Oil & Natural gas. OIL has its operating fields in upper Assam in Dibrugarh, Tinsukia and Sibsagar districts of Assam. Its field head quarter is at Duliajan in Dibrugarh district.
- 1.2 The produced well fluid from the fields is processed at the existing Oil Collecting Station (OCS)s or Early Production setup (EPS)s. Majority of the low pressure gas separated out in the OCS/ EPS is collected through LP Booster compressors at Gas Compressor Station (GCS)s of OIL. However in some of the OCSs/EPSSs, small quantity of LP gas is being flared for non-availability of suitable Gas Compression facility. OIL now desires to hire gas compression services on Build, Own & Operate (BOO) basis from experienced parties for collection of such low pressure flared gas.

#### **2.0 COMPRESSION CAPACITY:**

- 2.1 Depending on the amount of Gas availability in the locations, there shall be two categories of gas compression service requirement as below:

2.1.1 **Category I** : 3 (Three) Installations

No of Compressor per installation: 2 nos.

Inlet pressure	: 1.0 Kg/Cm <sup>2</sup> g (Max : 2.0 Kg/Cm <sup>2</sup> )
Outlet pressure	: 25.0 Kg/Cm <sup>2</sup> g (Min : 20.0 Kg/Cm <sup>2</sup> )
Compression capacity	: 40,000 SCMD (Min : 20,000 SCMD)
Inlet Temperature	: 20 to 45 degree C
Outlet Temperature (Max)	: 49 Deg C
Ambient Condition	: Tropical Dusty
Ambient Temperature	: 05 to 42 Deg C

2.1.2 **Category II** : 3 (three) installations

No of Compressor per installation: 1 no

Compression capacity	: 20,000 SCMD (Min: 10,000 SCMD)
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All other parameters are same as category-I above.

- For both the categories the low pressure (LP) natural Gas shall be available 2.0 Kg/cm<sup>2</sup> (+/-10%) pressure at OIL's battery limit (OCS/ EPS).
- SCMD means Standard Cubic Meter per Day.

#### **3.0 LP Gas Composition:**

- 3.1 Typical LP gas composition is given below:

<i>Gas composition</i>	<i>% (Vol/ Vol)</i>
Methane	: 91.18--85.56
Ethane	: 4.88--3.28
Propane	: 2.56--1.43
iButane	: 0.42--0.80
nButane	: 0.35--0.65
iPentane	: 0.18--0.23
nPentane	: 0.05--0.15
Hexane Plus	: 0.20 --0.86
Nitrogen	: 0.75--1.23
Carbon di-oxide	: 0.95--1.95

The gas is saturated with water and occasional carryover of oil is expected. Gas composition is typical and is subject to variation. No change in contract terms & conditions shall be entertained on account of variation in gas composition. The latest gas composition may be provided after issuance of LOA, if the party desires so.

#### **4.0 Fuel Gas composition:**

- 4.1 The fuel gas composition is same as LP gas. Contractor should provide fuel gas conditioning unit including knock out drum, pressure reducing control valves etc. to make the gas suitable for their engine.

#### **5.0 SCOPE OF WORKS**

- 5.1 The available low pressure natural gas at identified locations is required to be processed as under:
- (i) To transport the LP natural gas from OIL's OCS or EPS battery limit.
  - (ii) To compress the transported gas at the Contractor's compressor station.
  - (iii) To measure the compressed gas.
  - (iv) To deliver the compressed gas back to the OIL's gas distribution network.
  - (v) To provide all utilities and support services for maintenance and operation of the compressor station including the compressors.
- 5.2 The scope of Work encompasses engineering, supply, transportation, installation, construction, commissioning, operation and maintenance of suitable Gas compressor plant having Gas Compressor capacity as per clause 2.0 above complete in all aspects on charter hire basis. It also shall include all civil / structural / mechanical / piping / instrumentation / electrical works required for the compressor station. Some of the works, but not exhaustive are specified in the following clauses;
- 5.3 To construct pipe lines of minimum 100 mm diameter for suction & delivery lines and 50 mm diameter for liquid drain & vent lines from the proposed compressor station to OIL's battery limit (OCS/EPS/Flare pit) or distribution network. The pipelines of approximate length of 500 metre each of the following services per installation are to be laid;



- a) To transport LP gas from OIL's OCS/EPS to the proposed station. (The pipe line shall be designed for maximum flow required for respective category,i.e. 40,000 SCMD for category-I and 20,000 SCMD for category-II)
- b) To transport back the compressed gas to the nearest gas distribution network of OIL
- c) To transport back the drained liquid to OIL OCS/EPS as per OIL's standard practice.
- d) To transport the vented gas/moisture drains to OIL's nearest flare pit.

The contractor is to hook up the pipelines to the OIL's existing pipeline network. OIL will provide the nozzles for hooking up the lines. The Right of Way (RoW) or Right of Use (RoU) for laying the above lines is to be acquired by the party. The pipes for construction of the above pipeline are to be supplied by the party. If desired by the party, OIL may supply the pipes, if available, on chargeable basis at actual. The length of pipeline given is indicative only. The exact length of the pipelines shall depend on the location of the proposed compressor station. That is the distance of the compressor station from the OIL's installations.

- 5.4 LP natural gas is expected to contain water vapour and occasional carryover of some liquid. To arrest such liquid the compressor shall be equipped with suitable separator / scrubber.
- 5.5 To acquire or hire land required for the Gas compressor plant and ROW /ROU for pipe lines as mentioned in para 5.3.
- 5.6 To provide adequate security arrangement to their assets as per established norms.
- 5.7 To provide all the gadgets / equipment for safe operation of the station. Safety requirement shall be as per industry standards.
- 5.8 To obtain all permissions from statutory bodies. The station shall be built, maintained and operated as per the Factory Act. Accordingly the successful bidder shall obtain all permissions and submit the same to OIL before starting operations.
- 5.9 To construct proper brick boundary wall or brick wall along with gate(s).
- 5.10 To do site development including site grading, construction of approach roads, foot paths, and storm water drains etc. Storm water drain shall be separate from that of the process drains.
- 5.11 To construct suitable accommodation / office for operating staff including toilets, store rooms etc.
- 5.12 To construct proper shed / protective covers for all equipment including compressor package, power generating set, electrical, instrumentation equipment etc.

- 5.13 To supply and install all equipment, instruments, including pipe lines, skid mounted compressor packages with driver, auxiliary equipment / items such as filters, intercoolers, separators, scrubbers etc., piping, pressure vessels, instruments and control systems, electrical items etc.
- 5.14 To supply / installation of fuel gas conditioning system including knock out drum, pressure reducing control valves etc.
- 5.15 To supply and install pressure control valve at the inlet of compressor suction.
- 5.16 The pipe lines to be used for the station shall be manufactured as per API Spec 5L Grade B, bevel end. Pipe lines shall be constructed as per API 31.8 and welding as per API Spec.1104
- 5.17 To provide adequate firefighting equipment viz. fire extinguishers, sand buckets, portable trolleys etc. as per industry standards.
- 5.18 To arrange and provide all consumables like lube oil, coolant and utilities like water for compressor & drinking etc., compressed air for compressor starting & instrumentation, electric power, illumination for round the clock operation of the station.
- 5.19 To supply and install metering facilities for measuring the compressed quantity of gas on dispatch line after compression and fuel gas consumption from LP suction line. The metering facilities shall be as per standard international practices. One each of main meter and check meter shall be provided for measuring compressed gas. A separate meter shall be provided for measuring fuel gas.  
(Note: For each compressor there shall be one main meter, one check meter and one fuel measurement meter.)
- 5.20 To install and provide adequate noise abatement equipment or facilities so that the noise level is within the limits of statutory rules and regulation. Sorting out of any problem arising out of this issue shall be sole responsibility of the contractor.
- 5.21 To carry out operation of the compressors on continuous basis and maintenance of the same with competent trained manpower.
- 5.22 To obtain statutory approvals from concerned statutory authorities as and when required and perform work in accordance with such approvals. All such approvals shall be produced to OIL and record shall be maintained in bound book to show the compliance of the statutory approvals. Such records shall be readily available at installation to be produced as and when required.
- 5.23 To dismantle and demobilize the compressor plant after completion of the Contract. The plant site shall be reclaimed to its original state if the requirement exists.

5.24 To provide any other items / works / services not specifically listed above but required for safe, reliable & desired operation of the compressor plant and delivering the compressed natural gas at the specified conditions.

5.25 **Addition or Re-location of Compressor service:**

- a. Within the contracted period there may be possibility of increase in gas availability at site which may warrant the contractor to source and install additional compressor units with prior notice from OIL. The contractor shall mobilize the same within 300 (Three Hundred) days effective from issuance of LOA by OIL. However, OIL shall give notice for additional requirement within the first 2(two) years of services only. The requirement of additional compressor shall be in the existing locations under this contract only.
- b. There may be another situation where the gas availability in an existing site will become nil and at the same time there will be availability of gas at another location, in this case the contractor may be required to relocate the complete installation to the new site and continue operation at the new location at the same terms and conditions.

OIL shall give 30 (Thirty) days notice to commence re-location of compression service and the re-location shall be completed within 180 (One hundred and Eighty) days from the commencement of re-location movement.

Relocation of compressor services shall cover all the activities involved in the initial mobilization i.e.; land acquisition, site preparation, all civil, electrical works & other utilities including obtaining statutory approval/permissions etc. and excluding the movable equipment, compressor package, instruments, piping etc.

The re-location movement may be to any place in OIL's operational area within 100 km radius from Duliajan.

Total number of Re-location of compression services shall be limited to 2 (Two) locations only which shall be either in Category I or II or both.

**6.0 FACILITIES / SERVICES FROM OIL:**

6.1 OIL will provide the following services:

- i) Low pressure natural gas shall be made available at one point at the OIL's OCS/EPS. The gas shall be available at about 2.0 Kg/ cm<sup>2</sup> at OCS / EPS.
- ii) OIL will provide fuel gas for the prime mover (gas engine only) of compressor and generating set (natural gas engine driven only) limited to 11 (eleven) SCF/BHPHR. If fuel gas consumption is more than the limit, it will be charged at the prevailing natural gas price

fixed by Govt. of India. Fuel gas will be tapped from LP inlet gas and metered as specified.

**7.0 SPECIAL NOTES:**

- 7.1 The intending bidders may visit the site and familiarize themselves thoroughly with the site condition before submitting their bid. Site condition shall not be a reason for any deviation at later stage of the contract.
- 7.2 Vintage of all major equipment like Gas Compressor Package, Prime Mover etc. shall not be more than 5 (five) years old as on the Bid Closing Date of the Tender. The contractor shall provide the detailed specification of the compressor, prime mover etc. offered not limited to the following;
  - i. Year of Manufacture
  - ii. Make & Model of the equipment.
- 7.3 All equipments shall be in the best operating condition and shall meet all design and manufacturing criteria established in industry and certified as per relevant industry standards. Compressor packages shall be designed and manufactured as per specification API 11P / ISO 13631.
- 7.4 The bidder has to provide detailed technical specifications along with all relevant technical catalogues of the offered Compressor packages at the time of bidding.
- 7.5 The bidder shall submit an undertaking at the time of bidding for acceptance of single point responsibility for total engineering, supply, transportation, installation, construction, commissioning, operation and maintenance of Natural Gas Compressor Packages including the compressor station for the entire period of the contract.
- 7.6 The contractor shall have an office at Duliajan with telephone/ fax/ e-mail facilities and an engineer with mobile phone facility, who shall liaise and report on daily basis regarding the compression services.
- 7.7 All works / systems shall be designed and constructed in accordance with the prevalent National / International codes and practices with applicable safety codes / standards.
- 7.8 All electrical apparatus, instrumentation items / system shall be suitable for the hazardous area classification as per applicable National / International standards and statutory regulations.
- 7.9 The Gas Compressor station shall be considered as successfully commissioned only after obtaining valid approval from concerned authority. The documents to be submitted to OIL on successful commissioning of the plant and before beginning of operation which are not limited to the following;
  - a. Documents of vintage of the compressor installed.
  - b. All necessary approvals / permissions from the concerned authorities.

- 7.10 All systems should be designed, constructed and operated for uninterrupted continuous operation.
- 7.11 OIL shall inspect the facilities / equipment deployed by the Contractor and if any deficiencies are observed, the Contractor shall remove such deficiencies promptly upon receipt of such instructions from OIL.
- 7.12. If OIL desires, an HSE interface agreement between both OIL and the contractor shall be in place before commissioning of the compressor station.
- 7.13 Contractor shall be responsible for any local disputes arising out of operation of the Gas compressor station including disputes related to their work persons.

## **8.0 GAS MEASUREMENT:**

- 8.1 The unit of gas measurement shall be in Standard Cubic Meter (SCM).
- 8.2 As specified in Clause 5.19 the contractor shall supply, install, commission and maintain total of three flow meters with flow computer/ totalizer in each compressor for measuring and recording of natural gas. The design of the flow meter shall be done as per operational data as mentioned in Para 2.1 and Gas composition in Para 3.1

Out of these three flow meters, two meters shall be installed in the compressed gas delivery line. One of them shall be termed as main meter and the other as check meter used for continuous checking of the main meter performance or vice-a-versa. The main meter measurement shall be used for invoicing purpose.

These two flow meters shall be of same make and model to be mutually agreed by the contractor and OIL and shall conform to the latest industry standard. Differential Pressure-type flow meters with standard orifice shall be used. The tapping point for both the meters shall be taken from the same meter run. That is separate meter run is not required for the two flow meters. Flow meters with pressure and temperature correction as per latest AGA standard shall be used.

The third flow meters shall be installed in the engine Fuel line to measure fuel gas (uncompressed natural gas) consumption. This flow meter shall be of either standard orifice or cone type.

- 8.3 Installation, operation, maintenance, calibration, and computation of gas quantity shall be in accordance with the appropriate Gas Measurement Committee report of American Gas Association (AGA), latest edition. The calibration frequency of the flow meters shall be as per industry standards applicable and mutually agreed by both OIL and the contractor. Calibration shall be done in presence of both the parties.

- 8.4 One of the meters on compressed gas delivery line shall be treated as main meter and considered for invoicing purposes. The 2nd meter shall be termed as check meter. The 2nd meter is installed for continuous checking of the main meter performance or vice-a-versa.
- 8.5 If the variation in the measurement of the flow between the meters is within + or - 2% (two percent), the main flow meter measurements shall be considered for invoicing. If it is more than +/-2%, the average of both the meters shall be considered. However, both the main and check meters would be checked and calibrated within a week (7 days) time and correction shall be done. A suitable mechanism shall be established to compare the values of both the meters on daily basis.
- 8.6 In case of faulty flow meters the contractor shall replace the same free of charge.
- 8.7 In case of single meter in operation due to the other meter out of service for whatsoever the reason, the gas quantity shall be determined as per the reading of the available meter. In any case it is the responsibility of the contractor to maintain one meter on delivery line on operating condition.
- 8.8 If the contractor fails to maintain both the meters in operation, OIL will quantify the gas as per past records based on hourly suction pressure, machine operating RPM and compressor running hours. Such quantity shall never be considered more than the average daily gas compressed during the previous month (30 days). The faulty meter shall be repaired / replaced by the contractor within 30 days.
- 8.9 OIL's authorized competent personnel shall examine relevant records and calculations of the metering and measuring equipment whenever necessary.
- 8.10 The records of measurement shall be reported to the Engineer-in-Charge in the form of daily report.
- 8.11 The records of measurement duly certified by the Engineer-in-Charge shall accompany the monthly bills of the Contractor.
- 8.12 Specifications of the flow meters:
- i) The contractor shall provide the flow measurement unit of the latest technology and standards. The unit shall have an Electronic Battery Operated/ solar panel based Gas Flow Computation unit with data storage facility and smart type individual transmitters. It should also have capabilities to compute the flow, totalize, store & display the last month, the last 24 hr. and the current 24 hr. flow values in standard cubic meter apart from the instantaneous values of flow rate and key-pad entry/display of all values of flow.
  - ii) Differential Pressure Input (Range 0-200" H<sub>2</sub>O) - Reference Accuracy =  $\pm 0.075\%$  of span with 100:1 turndown. Maximum Working Pressure: 25 Kg/cm<sup>2</sup>.

- iii) Static Pressure Input (Range 0-25 Kg/cm<sup>2</sup>) - Reference Accuracy =  $\pm$  0.075% of span with 50:1 turndown. Maximum Working Pressure: 25 Kg/cm<sup>2</sup>.
- iv) Temperature transmitter RTD based with Pt 100 three wire systems. Calibration range 0 - 100 Degrees C and with an accuracy of  $\pm$  0.18% of span.
- v) Power Operation on re-chargeable batteries using properly sized solar panels suitable for continuous non-stop operation without the need to charge the batteries externally. However Battery charging input provision with external battery charger should be provided. Alternatively it should be capable of operating on regulated DC Voltage converted from mains supply at 220 V 50 Hz single phase. Required power supply /converter etc as required shall be used.
- vi) Time functions: Real time clock, Year/Month/Day & Hour/Minute/Second functions with battery backup.
- vii) External Key board/ PC Configuration Facility to input/configure the values of default P, T, DP, Specific gravity., density, cal. Value, pipe dia., orifice dia., base Pr., base temp., constants for AGA-3, NX-19 calculation and gas composition data for AGA-8 super compressibility computation based flow Calculations and any other data required to be fed for the flow computation to AGA-8 & AGA-3 STD.
- viii) Password protection shall be provided for all the parameters against unauthorised entry/viewing and the level of protection view only/enter shall be configurable individually for each of these parameters.
- ix) It shall have a serial port/ PC interface with windows based software to access & configure the flow computer on the monitor, make changes, download the changed configuration to the flow computer. Like-wise it must have the capability to up-load all the configuration data of flow computer system.
- x) It shall be capable of taking analogue inputs at 4-20 mA for all the three inputs of Diff. pressure, pressure and temperature and output three analogue 4-20 mA signals for any of the chosen pressure, computed flow, differential pressure, temperature etc.
- xi) Accessories, Communication Cable: Communication cable between the Flow computer & laptop with convertor to be supplied by the vendor .Software for the flow computer "Licensed free copy of the Software to be supplied to any PC Laptop. It shall be capable of Verifying Differential Pressure/Static Pressure and Temp Inputs and Analog Inputs (if any). Manual Entry facility of AGA-data, detail Gas composition. Offline report/data should be accessible after download by connecting with the Flow Computer.

- xii) It shall have the provision to put protection seal on the front Panel/cover so as to gain unauthorized access to flow computer electronics as a tamper proof measure. Safety System shall be certified intrinsically safe by entity concept and the entity parameters of the chosen certified intrinsic safety (IS) barriers shall be considered in the circuit design and selection of cables for use in these circuits.
- xiii) Isolating type barriers may be used/ preferred within the accuracy limits specified.
- xiv) Flow computer shall be installed flush on a panel suitable for outdoor use with IP 65 level of protection and shall be installed in a safe area.
- xv) All the intrinsically safe circuits shall be segregated from non-intrinsically safe circuits and run separately. Suitable earthing arrangement shall be made for grounding instruments/ IS Circuits and power circuits separately. Only copper wires of appropriate gauge shall be used in earthing circuit and electrolytic grade annealed copper bars

8.13 Metering system along with all the instruments shall be installed on a skid with a junction box where the entire instrument cables to be terminated for further cabling and termination in the flow computer panel.

**End of Section-II**



## **SECTION III**

### **SPECIAL TERMS & CONDITIONS OF CONTRACT**

- 1.0 DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 “Equipment” means the items and machinery for Gas Compression and other accessories and equipment.
  - 1.2 “Base Location” means where the Contractor shall establish camp for their equipment and personnel.
  - 1.3 “Operating Area” means 100 KM radial distance from Duliajan in Assam.
  - 1.4 “Site” means the land and other places, on/under/in or through which the works are to be executed by the Bidder and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site.
  - 1.5 “Company’s items” means the equipment, materials and services, which are to be provided by company at the expense of company.
  - 1.6 “Contractor’s items” means the Equipment, materials and services which are to be provided by Bidder to carry out the job satisfactorily which, are listed in section under terms of reference and technical specifications.
  - 1.7 “Contractor’s personnel” means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor to conduct operations hereunder.
  - 1.9 “Contractor’s representatives” means such persons duly appointed by the Contractor to act on Contractor’s behalf and notified in writing to the company.
  - 1.10 “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs. next day.
  - 1.11 “Approval” as it relates to Company, means written approval.
  - 1.12 “Facility” means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.
  - 1.13 “Certificate of Completion” means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

## **2.0 MOBILIZATION:**

- 2.1 Contractor has to complete mobilization of all Equipment, personnel and associated services to commence operation under the contract as specified in clause No. 2.2 under General Conditions of Contract of Section-I.
- 2.2 Mobilization charge shall be payable to the contractor only after completion of mobilisation as certified by Company's representative(s). For completion of mobilization all contractor's equipment / tools (free of all defects / encumbrances) and operating personnel has to be positioned at nominated site as decided by Company within the mobilization period and ready to undertake / commence the work under this contract.

- 3.0 DEMOBILISATION:** Demobilisation notice shall be issued to the Contractor by Company after Completion/termination of the contract. Contractor shall have to complete Demobilization within 60 days from receipt of demobilization notice. For completion of demobilisation, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by the Contractor except consumables and spares. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills. In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the customs duty.

## **4.0 CONTRACTOR'S PERSONNEL:**

- 4.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Bidder shall determine remuneration of bidder's personnel. Such employees shall be solely of Bidder's employees. Bidder shall ensure that its personnel will be competent and efficient. However, the bidder shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment.
- 4.2 The Contractor shall have a base office at Base camp at Duliajan to be manned by competent personnel, who shall act for the Bidder in all matters relating to Bidder's obligations under the contract.
- 4.3 Contractor's Personnel: Bidder shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 4.4 Replacement of Contractor's Personnel: Contractor shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by company to be undesirable.

- 4.5 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient work servicing operations

**5.0 COMPANY'S REQUISITES:**

- 5.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.
- 5.2 If the Contractor plans to change any personnel from the list, then he shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.
- 5.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.
- 5.4 A notice period of one week shall be given to mobilize the personnel.

**6.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WILL SITE:**

- 6.1 Fooding, lodging and other requirements of Contractor's personnel & its sub-contractor's personnel shall be of Contractor's responsibility.
- 6.2 Transportation of Contractor's personnel from base camp to work place shall be Contractor's responsibility.
- 6.3 Medical Facilities: Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

**7.0 CONTRACTOR'S ITEMS:**

- 7.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.
- 7.2 Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary.
- 7.3 Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 7.4 Contractor shall provide all POL for operation of Contractor's equipment both at location and campsite at Contractor's cost. There shall be **no changes** in the rates and other charges throughout the duration of the contract including extension, if any, on account of **any price change of lubricants**.
- 7.5 Contractor will provide necessary electricity at campsite and location.

**8.0 CONTRACTOR'S SPECIAL OBLIGATIONS:**

- 8.1 It is expressly understood that Bidder is an independent Bidder and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorised to designate its representative, who shall at all times have access to the Gas Compressor Stations, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Bidder. The Bidder may treat company's representative at site as being in charge of company's designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of well servicing operations, equipment and inspect works performed by contractor or examine records kept at well site by Bidder.
- 8.2 **COMPLIANCE WITH COMPANY'S INSTRUCTIONS:** Bidder shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to well servicing programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Bidder request, be confirmed in writing by company's representative.
- 8.3 Bidder should provide the list of items to be imported in the format specified in **Proforma-A** for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty.
- 8.4 Bidder shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Bidder's responsibility.
- 8.5 In case the Bidder imports the equipment etc. on re-export basis, the Bidder shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Bidder should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Bidder's account and same will be deducted by the Company from Bidder's bills and security deposit.
- 9.0 **POLLUTION AND CONTAMINATION:** Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows :
- a) Bidder shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants etc. wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities.

b) Bidder shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, seepage or any other uncontrolled flow of gas, water or other substance.

c) In the event of a third party commits an act of omission which results in pollution or contamination for which either the Bidder or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Bidder and company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.

**10.0 CONFIDENTIALITY:** Bidder agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of operations, take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

10.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

10.2 Bidder shall handover to company all company's documents or draft concerning operations carried out and which are still in its possession before transferring the equipments /Unit to another sphere.

10.3 Bidder shall forbid access to the equipments /Unit to any people not involved in the well operations or not authorized by the company to have access to the equipments /Unit, however, this provision is not applicable to any Government and/or police representative on duty.

**11.0 RIGHTS AND PRIVILEGES OF COMPANY:**

Company shall be entitled –

11.1 To check the Gas Compression Facility and other Bidder's items before the commencement of operation. If they are not found in good order or do not meet specifications or in case of non-availability of some of the Bidder's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.

11.2 To check, at all times, Bidder's stock level, to inspect Bidder's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

11.3 To order suspension of operations while and whenever:

- a) Contractor's personnel is deemed by company to be not satisfactory, or
- b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
- c) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.

- d) Contractor fails to meet any of the provisions in the contract.
  - e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
- 11.4 To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.
- 12.0 HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.
- 13.0** The Contractor shall not make Company liable to reimburse the to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- 14.0** Any permission from the concerned authorities in connection with working in excess of 8 (eight) hours per day shift pattern shall be arranged by the Contractor.
- 15.0** The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.
- 16.0** Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate / approvals:
- (i) Approval from concerned authorities for shift patterns in excess of 8 hours.
  - (ii) Total manpower list.
  - (iii) All certificates as per applicable laws.
  - (iv) Regional Labour certificate, if required.
- 17.0 ASSOCIATION OF COMPANY'S PERSONNEL:**
- i) Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
  - (ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.
  - (iii) The Contractor should maintain sufficient stock of the critical spare parts to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.

## **18.0 TRANSPORTATION SERVICES:**

Transportation of Contractor's personnel & their material from camp site to location and between work sites shall be the responsibility of the Bidder. All vehicles deployed for this purpose should be in prime condition.

## **19.0 FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:**

- i) **Safety:** Bidder shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Bidder shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire and explosion and maintain fire control equipment in sound condition at all times. Bidder shall conduct such safety drills, Tool box meetings, etc. as may be required by company at prescribed intervals.
- ii) Contractor shall provide all necessary fire fighting and safety equipment as per laid down practice of the industry.
- iii) The operating people shall be provided with all required safety gears such safety helmet. Shoes, ear muff etc.
- iv) Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Bidder.
- v) **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as recommended by John Ambulance.
- vi) **SECURITY SERVICES:** Bidder shall provide adequate security personnel to safe guard their own equipment & accessories at camp & work site.
- vii) **CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Contractor's personnel including catering services shall be Contractor's responsibility.
- viii) **COMMUNICATION SYSTEM:** Suitable communication system like WLL/Cell phone is to be provided by the Bidder for effective communication from well as well as from base camp.

## **20.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

- i) The Contractor shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work correctly and efficiently. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- ii) Maintain a highly skilled technical staff to render the services and capable of making the best use of the equipment so as to ensure the

highest degree of accuracy and reliability of the works/data gathered.

**21.1 Requirements of Contractor's personnel:**

- (i) An undertaking from all the personnel as per Annexure-II should be forwarded after deployment of manpower prior to mobilization.
- (ii) Regarding educational qualification and experience of the key personnel, the bidder shall substantiate their claim with valid educational and experience certificates.
- (iii) For driving the vehicles/units on road, the bidder shall ensure that the driver possesses necessary valid and proper licenses conforming to Indian Motor Vehicle Act.
- (vi) **Medical Fitness :**
  - ❖ Contractor shall ensure that all of the Personnel deployed under the contract shall have had a full medical examination from qualified and registered doctor in accordance with accepted medical standards prior to commencement of work.
- (vii) **Training Courses :**
  - ❖ Contractor shall ensure that all his Personnel performing services hereunder shall have attended all safety and operational training courses required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
  - ❖ Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- viii) Personnel should be versed in fire fighting, gas testing etc.
- (ix) Overall Supervisor shall co-ordinate day to day operations smoothly and in professional manner. He shall visit Company's representative office everyday for taking necessary instruction for the operation.
- (x) Contractor shall have to deploy other personnel which shall include drivers, security men, (both at location(s) and camp site), services of unskilled labour.
- (xi) Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at work site and camp successfully.
- (xii) Contractor shall forward the list of personnel deployed along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the equipment with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.



- (xiii) The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the experience as indicated above. Moreover, the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor at least 2 (two) days in advance.
- (xiv) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace within Ten (10) days for personnel of Indian origin and Twenty one (21) days for foreign residents. The deported personnel shall be allowed to continue the job till the replacement arrives with the discretion of the Company.

## **22.0 CUSTOMS DUTY**

- 22.1 Company shall use the services under the Contract in the PEL/ML areas renewed / issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List-12 imported in connection with petroleum operations under this Contract would attract zero customs duty for re-import. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.
- 22.2 Contractor should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.
- 22.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 22.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the

estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

22.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

22.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

### **23.0 LOCATION :**

23.1 Tentative Locations are Dikom, Hatiali, Makum, Bhogpara, Chabua and Barekuri. Location shall be shown to the contractor before or after the pre bid, if they desire so.

23.2 A Pre-bid conference will be held at Guwahati. Bidders are requested to attend the pre-bid conference with their associates and employees who have sufficient technical know-how and authorized to take decisions.

### **END OF SECTION - III**

## **SECTION IV**

### **SCHEDULE OF RATES AND PAYMENT**

The bidder shall quote the following rates in their price bid as per the price bid format. The payment shall be made for actual work done.

#### **1.0 MOBILIZATION CHARGE:**

i) Mobilization charge shall cover physical transportation of equipments and machinery including transit insurance and travelling cost of personnel to designated site.

ii) Mobilization charges shall be payable on successful commissioning of the compressor package which must be completed within 300 days effective from issue of LOA by OIL complying all the technical and statutory requirements to the satisfaction of OIL. Successful commissioning shall be declared when the package completes 72 hours of continuous operation at the designated capacity.

iii) The mobilization charges shall be a one-time payment on lump sum basis.

#### **2.0 DEMOBILIZATION CHARGE:**

i) Demobilization charges shall cover clearing the work site of all Contractor's equipment, plant & machinery including work personnel. The Contractor shall certify that the work site is cleared of all contractor's materials and there is no liability whatsoever with respect to the site. They shall also give in writing that the retrenchment benefits have been adequately given to the work persons deployed for operation & maintenance of the compressor package, if they are retrenched from employment due to the demobilization.

ii) The demobilization charges shall be a one-time payment on lump sum basis.

iii) OIL shall give 30 (thirty) day notice for commencement of demobilization.

#### **3.0 FIXED INSTALLATION RENTAL CHARGES:**

i) Fixed Installation Rental Charges shall be payable to the contractor on monthly basis after satisfactory operation of the compressor package as per the contract.

ii) Contractor shall raise invoice on monthly basis along with the daily running report for fixed rental charges which shall be duly certified by Company's representative /Engineer -in charge.

iii) If the compressor package fails to compress 50% (fifty percent) of the rated capacity of the package (i.e.; 20000 SCMD & 10000 SCMD for category I & II respectively) in spite of OIL making available the desired quantum of natural gas at rated suction pressure (1.0 Kg/cm<sup>2</sup>) at the

contractor's compressor station battery limit, the fixed charge shall be deducted at daily pro-rata rate of the fixed rental charge (i.e.; Fixed Rental Charge/No. of days in the concerned month).

#### **4.0 VARIABLE COMPRESSION CHARGES:**

i) Variable compression charges shall be payable to the contractor on the basis of actual quantity of gas compressed and delivered at OIL's distribution network as per gas quantity measured by the flow meter and certified by the representative of both OIL and the Contractor. Certified copy of the daily gas measurement shall accompany the monthly invoice. A suitable format for recording daily gas measurement agreeable to both the parties shall be used for this purpose.

ii) The unit of gas quantity to be used for invoicing shall be in MSCM (Thousand Standard Cubic Metre).

iii) The invoice shall be raised on monthly basis for monthly fixed installation rental charges and variable compression charges. A month shall be considered as calendar month. In case the invoice is raised either for a part of the month or with allowable shut down period, the bill for that month shall be paid on prorata basis.

#### **5.0 MOBILISATION CHARGE FOR ADDITIONAL COMPRESSION SERVICE:**

i) Mobilization charges for additional compressor shall cover transportation of equipments and machinery including transit insurance and travelling cost of personnel to designated site.

ii) It shall be applicable in the event of requirement of additional compressor either in Category I or II or both. The contractor shall mobilize the same within 300 days effective from issue of LoA by OIL. However, OIL shall give notice for additional requirement within the first 2(two) years of services only. The requirement of additional compressor shall be in the existing locations under this contract only.

iii) In case of additional mobilization, to facilitate installation/ hook up jobs, 21 days (504 hours) shut down of the existing plant shall be allowed without penalty.

#### **6.0 DEMOBILIZATION CHARHE FOR ADDITIONAL COMPRESSION SERVICE:**

i) Demobilization charges for additional compressor shall cover clearing the work site of all Contractor's equipment, plant & machinery including work personnel. The Contractor shall certify that the work site is cleared of all contractor's materials and there is no liability whatsoever with respect to the site. They shall also give in writing that the retrenchment benefits have been adequately given to the work persons deployed for operation & maintenance of the compressor package, if they are retrenched from employment due to the demobilization.

ii) The demobilization charges shall be a one-time payment on lump sum basis.

iii) OIL shall give 30 (thirty) day notice for commencement of demobilization.

**7.0 FIXED INSTALLATION RENTAL CHARGES FOR ADDITIONAL COMPRESSOR SERVICE:**

i) Fixed Installation Rental Charges for additional compressor service shall be payable to the contractor on monthly basis after satisfactory operation of the compressor package as per the contract.

ii) Contractor shall raise invoice on monthly basis along with the daily running report for fixed rental charges which shall be duly certified by Company's representative /Engineer -in charge.

iii) If the compressor package fails to compress 50% (fifty percent) of the rated capacity of the package (i.e.; 20000 SCMD & 10000 SCMD for category I & II respectively) in spite of OIL making available the desired quantum of natural gas at rated suction pressure (1.0 Kg/cm<sup>2</sup>) at the contractor's compressor station battery limit, the fixed charge shall be deducted at daily pro-rata rate of the fixed rental charge (i.e.; Fixed Rental Charge/No. of days in the concerned month).

iv) The contractor has to quote separately for fixed Installation Rental Charges for additional compressor service which shall be installed in the existing location only.

**8.0 VARIABLE COMPRESSION CHARGES FOR ADDITIONAL COMPRESSOR SERVICE:**

i) Variable compression charges for additional compressor service shall be payable to the contractor on the basis of actual quantity of gas compressed and delivered OIL's distribution network.

ii) The contractor has to quote Variable compression charges separately for additional compressors which shall be installed in the existing location only.

**9.0 INCREMENTAL FIXED INSTALLATION RENTAL CHARGE FOR RELOCATED COMPRESSION SERVICE:**

i) Incremental fixed Installation Rental Charges shall be payable to the contractor on monthly basis for satisfactory operation of the re located compressor package as per the contract. Incremental Fixed rental charge shall be payable only after successful completion and commissioning of relocated compression service at the new location. No incremental fixed rental charges shall be paid during the relocation period.

ii) The incremental fixed rental per month shall be in addition to fixed rental charge for earlier compression services of the unit. This incremental fixed rental charge per month along with earlier fixed rental per month for Relocated compressor services shall be payable after successful commissioning of the compressor package complying all the technical and statutory requirements to the satisfaction of OIL at the new location.

Successful commissioning shall be declared when the package completes 72 hours of continuous operation at the designated capacity at new site.

iii) Total number of Re-location of compression services shall be limited to 2 (Two) locations only which shall be either in Category I or II or both.

iv) 70% of the fixed installation rental charges shall be payable during Re-location movement of equipment, plant and machinery to maximum limit of 180 days from starting of relocation movement (excluding 30 days notice period to commence re-location). That means beyond the stipulated 180 days for relocation of compression services, the fixed installation charges shall be zero till completion and commissioning of relocated compression services.

#### **10.0 CHARGES DURING SHUTDOWN:**

i) The contractor shall be allowed a cumulative 35 days (840 hours) scheduled shutdown in a year effective from the date of operation of the compressor station. This shutdown period shall not be carried forward to the next year. That is, if the cumulative shutdown period is less than the allowable period of 840 hours in a year, the remaining hours shall not be accounted for in the next year.

ii) If the cumulative shutdown period exceeds 35 days (840 hours) in a year, 50% (fifty percent) of the fixed rental charges shall be payable for the first 10 days (240 hours) exceeding 35 days.

iii) Thereafter, 25% (twenty five percent) of the fixed rental charges shall be payable for the next 10 days (240 hours) exceeding 45 days.

iv) The fixed rental charges shall be 'zero' if the shutdown period exceeds 55 days (1320 hours).

#### **11.0 CHARGES FOR EXCESS FUEL CONSUMPTION:**

If fuel gas consumption is more than the limit specified in **clause No. 6.1(ii) of Scope of Work**, it will be charged at the prevailing natural gas price fixed by Govt. of India.

#### **12.0 PENALTY:**

i) A penalty shall be imposed @10% of the prevailing gas price considering the daily average gas compressed in 15 days preceding the shutdown period, if the cumulative shutdown period exceeds 55 (Fifty five) days in a year. The penalty shall be applicable on daily basis. Total maximum penalty shall be limited to 10% of annual contract value of respective individual compressor service package.

ii) The company reserves the right to terminate the contract if the shutdown period exceeds 70 (seventy) days (including 35 days schedule shut down) whatsoever be the cause of shutdown.

#### **END OF SECTION – IV**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)**  
**TO BE IMPORTED IN CONNECTION WITH EXECUTION**  
**OF THE CONTRACT SHOWING CIF VALUE**

Sr l#	Item Descrip- tion	Qty /Un it	Rat e	Total	Freight & Insuran ce	CIF Valu e	Port & other charg e	Land ed Cost	Is it re- exporta ble? YES or NO	Yea r of Mfg .	HSN Cod e
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Seal of the Bidder:

**PRICE BID FORMAT**

SL. NO	Items	Unit	Quantity	Unit Rate		Total Amount	
				Code	Amount	Code	Amount
Specify the Currency							
1	Mobilization charges	Lumpsu m	9	a		A (a X 9)	
2	Demobilization Charges	Lumpsu m	9	b		B (b X 9)	
3	Fixed Inst. Rental Charges for Category –I	Month	288	c		C (c X288)	
4	Fixed Inst. Rental Charges for Category–II	Month	144	d		D (d X 144)	
5	Variable compression charges ,Category-I	MSCM	350400	e		E (e X 350400)	
6	Variable compression charges ,Category-II	MSCM	87600	f		F (f X 87600)	
7	Mobilisation charge for Additional compressor unit	Lumpsu m	2	g		G (g X 2)	
8	De Mobilisation charge for Additional compressor unit	Lumpsu m	2	h		H (h X 2)	
9	Fixed Inst. Rental Charges for additional compressor, Category –I	Month	36	i		I ( i X 36)	
10	Fixed Inst. Rental Charges for additional compressor, Category–II	Month	36	j		J (j X 36)	
11	Variable compression charges for additional compressor ,Category-I	MSCM	43800	k		K (k X 43800)	
12	Variable	MSCM	21900	l		L	



	compression charges for additional compressor ,Category-II					(1 x 21900)	
13	Incremental fixed Installation rental for relocated compression service, Cat-I	Month	72	m		M (m X 72)	
14	Incremental fixed Installation rental for relocated compression service, Cat-II	Month	36	n		N (n X 36)	

Note: 1. Total Mobilisation charge (A+G) shall not be more than **2%** of total quoted contract value (T).

2) The items mentioned above are to be read in conjunction with Section IV (SOR) of the contract document.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Seal of the Bidder:**

**BID FORM**

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

**Sub: IFB No. CDG7663P16**

*Gentlemen,*

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

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date of issue of Letter of Award(LOA).

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

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

**FORM OF BID SECURITY (BANK GUARANTEE)**

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB No. \_\_\_\_\_. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 2014.

THE CONDITIONS of these obligations are:

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

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

This guarantee will remain in force up to and including the date(\*\*) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
**(HEAD-CONTRACTS)**  
Duliajan, Assam, India, Pin - 786 602.

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

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

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

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at **3 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_

Witness \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Date .....  
Place \_\_\_\_\_

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- |     |            |   |
|-----|------------|---|
| (a) | Section-I  | indicating the General Conditions of this Contract; |
| (b) | Section-II | indicating the Terms of Reference;                  |

- (c) Section-III indicating the Special Terms & Condition;  
(d) Section-IV indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA LETTER OF AUTHORITY**

TO  
**HEAD (CONTRACTS)**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. CDG7663P16**

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

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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



**AUTHORISATION FOR ATTENDING BID OPENING**

TO  
**HEAD (CONTRACTS)**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

Date : \_\_\_\_\_

Sir,

**Sub : OIL's IFB No. CDG7663P16**

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

**PART- 4**

**PROFORMA - J**

**RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE**

Sl No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period		Contract value (in INR or USD)
				From	To	

**Signature of the bidder**

**PROFORMA FOR BIO DATA OF KEY PERSONNEL**

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY  
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

AFFIX  
PASSPORT  
SIZE  
PHOTOGRAPH

**NOTE:** In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

**PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL**

I \_\_\_\_\_ S/o \_\_\_\_\_  
having permanent residence at \_\_\_\_\_  
Dist. \_\_\_\_\_ am working with M/s. \_\_\_\_\_  
as their employee. Now, I have been transferred by M/s.  
\_\_\_\_\_ for carrying out the contract job under  
Contract No. \_\_\_\_\_ which has been awarded in favour of  
my employer M/s. \_\_\_\_\_.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. \_\_\_\_\_.

I am an employee of \_\_\_\_\_ for all practical purposes and there is no privity of Contract between OIL and me.

-----  
**Signature**

Place:

Date:

**Witness:**

1. NAME:

DESIGNATION:

DATE:

2. NAME:

DESIGNATION

DATE:

**To,**

**HEAD-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES FOR  
TENDER NO. CDG5213P15**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date\_\_\_\_\_

Yours Faithfully

M/s\_\_\_\_\_

CONTRACTOR

FOR & ON BEHALF OF

**INTEGRITY PACT**

Between

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

And

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

**Preamble :**

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

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

**Section 1 - Commitments of the Principal**

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the

Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder/Contractor**

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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



1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the Company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI

approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

**Section 8 - External Independent Monitor/ Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

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

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

#### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

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For the Principal

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For the Bidder/Contractor

Place : Duliajan

Witness1 : .....

Date :

Witness 2 : .....

**EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR OR COMPANY (OIL)**

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by OIL or contractor and the expenses of OIL or contractor as designated hereunder by 'X' mark in the appropriate column :

SL NO	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	OIL	Contractor	OIL
1	Transportation and handling of contractor material/equipment between base camp and Location.	X		X	
2	Natural Gas at OIL,s Battery Limit		X		X
3	Land for Compressor plant	x		x	
4	Land for ROW for pipe lines	x		x	
5	Pipeline for suction and delivery lines, venting line, liquid drain line between Gas Compressor Station to Battery Limit at OIL's nearest OCS/EPS/QPS	X		X	
6	Laying of pipe lines	x		x	
7	Fuel Gas for Gas Compressor and Utility		X		X
8	Arranging for all the statutory approvals required for operation of the compressor plant	x		x	
9	Safety System / Instrumentation/ Consumables	X		X	
10	Security Fencing/ boundary wall	X		X	
11	Manpower required for operation of the compressor station	X		X	
12	Transportation of contractor's personnel and equipment spares	X		X	
13	Equipments/instruments required for the unit as per contract and spares for their maintenance.	X		X	
14	All personnel safety equipment for contractor's personnel.	X		X	
15	Diesel, lub oil, chemicals etc. required at Gas Compressor Station	X		X	
16	All repairs to contractor's equipment.	X		X	
17	Contractor's office in Duliajan	X		X	
18	Accommodation, office space for contractor's personnel.	X		X	

19	First-Aid treatment at site	X		X	
20	Emergency medical treatment for contractor's personnel including emergency hospitalization.		X	X	
21	Obtain, maintain all necessary permits, consents, licenses, and other certificates required for movement of contractor's equipment to and from worksite and to operate it.	X		X	
22	Passport, visas, and work permits and related documentation required to maintain contractor's personnel in India.	X		X	
23	All licenses and port charges for contractor's materials and equipment whilst import. Clearance of contractor's equipment/ material through customs after securing Essentiality Certificates from DGH	X		X	
24	All engineering and procurement services.	X		X	
25	Correcting deficiencies of Contractor,s Equipment during mobilization.	X		X	
26	Water and Electricity, heavy lift equipment for work place.	X		X	
27	Casual labour for handling Contractor's Equipment, material and supplies at base camp and compressor station	X		X	

**-----End of Bid Document-----**