

## **NOTICE INVITING TENDER**

**e-Tender No. SCI8435P16**  
**Bid Closing Date: 09.10.2015**

OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, invites competitive bids from domestic bidders for **hiring of a yard ( at least 8093 Sq.Metre, ) for storage of tubulars with 15 km radius from the approach of the Tuticorin Port, Tamilnadu** for its deep water offshore drilling operation in the Cauvery Basin (NELP VIII Offshore Block CY-OSN-2009/2 in the Gulf of Mannar through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>. Application showing full address/email id with Tender Fee ( Non - refundable) of **Rs.1,000.00** (Excepting PSUs and MSME / SSI unit registered with NSIC) in favour of M/s Oil India Limited and payable at Noida/Delhi is to be sent to **Executive Director ( E&D), Oil India Limited, FC-24, 5<sup>th</sup> Floor, IT Building, Sector-16A, NOIDA-201301** [email ID: [cemg\\_c&p@oilindia.in](mailto:cemg_c&p@oilindia.in)] only between **10.09.2015** and one week prior to Bid Closing date. Vendors having User Id/Password for e-tender portal can pay the tender fee through the payment gateway by using credit card/debit card or net banking. A new vendor may obtain User ID and Password through online vendor registration system and can pay on-line subsequently. No physical tender document will be provided. On receipt of requisite tender fee, USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of NIT can be viewed using "**Guest Login**" provided in the e-Procurement portal. Any revision, clarifications, addendum, corrigendum, time extension etc. to the tender will be hosted on the websites and e-portal and no separate notification will be issued in press. Interested parties are requested to visit the websites regularly to keep themselves updated.



**ऑयल इंडिया लिमिटेड**  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गेश्वरनगर, अस्सम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgam, Assam

Plot No. 19, Sector 16A,  
Noida – 201301, U.P.  
Phone: 0120 – 2511762  
Fax: 0120 - 2488310  
E-mail: [cemg\\_c&p@oilindia.in](mailto:cemg_c&p@oilindia.in)

**e- TENDER NO.: SCI 8435P16 DT. 07.09.2015**

***For***

**HIRING OF CASING PIPE YARD WITH SECURITY PERSONNEL AT  
TUTICORIN, TAMILNADU FOR OIL'S OFFSHORE DRILLING  
OPERATION IN CAUVERY OFFSHORE BLOCK ( CY-OSN-2009/2)**

**Date & time of closing of Tender : 09.10.2015 AT 11:00 HRS**

**Date & time of opening of Tender: 09.10.2015 AT 15:00 HRS**

**(RUPAK KALITA)  
SENIOR MANAGER( C&P) (CEMG)  
FOR EXECUTIVE DIRECTOR ( E&D)  
FOR CHAIRMAN & MANAGING DIRECTOR**

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## FORWARDING LETTER

**SUB : HIRING OF CASING PIPE YARD WITH SECURITY PERSONNEL AT TUTICORIN, TAMILNADU FOR OIL'S OFFSHORE DRILLING OPERATION IN CAUVERY OFFSHORE BLOCK ( CY-OSN-2009/2)**

Dear Sirs,

Oil India limited (OIL), a Govt. of India Enterprise under Ministry of Petroleum & Natural Gas was awarded NELP VIII offshore block CY-OSN-2009/2 (area: 1621 km<sup>2</sup>) with 50% PI as Operator and Oil and Natural Gas Corporation (ONGC) with 50% PI in the Gulf of Mannar. The Production Sharing Contract (PSC) was signed on 30th June, 2010 and the Petroleum Exploration License (PEL) was granted on 2nd August, 2010 by the Government of India.

Oil India Limited (OIL), invite firm quotation for **HIRING OF CASING PIPE YARD WITH SECURITY PERSONNEL AT TUTICORIN, TAMILNADU FOR OIL'S OFFSHORE DRILLING OPERATION IN CAUVERY OFFSHORE BLOCK ( CY-OSN-2009/2)**, under **Single Stage Two Bid** system from experienced and competent service providers meeting the BEC/BRC of the tender.

1.0 One complete set of bid document for hiring of above services is given herewith. You are requested to submit your most competitive bid through OIL's e-tender portal well before the scheduled bid closing date and time as mentioned in the portal against this tender. For your ready reference, few salient points (covered in detail in this bid document) are highlighted below:

(i)	Tender No	:	<b>SCI8435P16 dated 07.09.2015</b>
(ii)	Type of Bid	:	<b>Open Single Stage TWO Bid System</b>
(iii)	Bid Closing date & Time	:	<b>09.10.2015 AT 11:00 AM</b>

(iv)	Bid Opening date & time	:	<b>09.10.2015 AT 15:00 AM</b>
(v)	Bid Submission Place	:	<b>Bid to be submitted on line through OIL's e-tender portal. However voluminous documents like catalog company's profile and any other volumetric technical documents etc as required per tender can be submitted to the following address within the bid closing date and time :</b> OIL INDIA LIMITED CEMG / E&D Group FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P
(vii)	Bid Opening Place	:	OIL INDIA LIMITED CEMG / E&D Group, FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P
(viii)	Bid Security	:	<b>Rs. 93,000.00 valid for 150 days from date of opening of technical bid.</b>
(ix)	Amount of Performance Bank Guarantee	:	@ 7.5% of Total Contract Value. The Validity of the PBG should be 03 months after completion of the Contract Period
(x)	Bid validity	:	120 days from the date of technical bid opening
(xi)	Completion period/Duration of the Contract	:	The contract shall be initially for a period of 1 (one) year from the Date of Commencement of the Contract with an option to extend the contract period for another one year at the discretion of Company at the same rate, terms and conditions. However, company reserves the right to terminate the contract by serving 2 months advance notice in the extended period.
(xii)	Quantum of Liquidated Damage for default in Timely Mobilization and Completion of work.	:	1/2 % of total contract value for delay per week or part thereof subject to maximum of 7 ½ %
(xiii)	<b>INTEGRITY PACT:</b> "OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Proforma-IV of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.		

	<p>Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the bid."</p> <p><b>NAME OF INDEPENDENT EXTERNAL MONITOR:</b></p> <p>(a) SHRI RAGHAW SHARAN PANDEY, IAS (Retd.),  <b>e-mail:rspandey_99@yahoo.com</b></p> <p>(b) SHRI RAJIV MATHUR, IPS (Retd.),  <b>e-mail rajivmathur23@gmail.com</b></p>
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2.0 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders are required to submit both the "**TECHNO-COMMERCIAL UN-PRICED**" and "**PRICED**" bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the Technical RFX Response link only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under "**Notes and Attachments**". A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders. Offer not complying with above submission procedure will be rejected as per **Bid Rejection Criteria mentioned in Section – VI**.

**Display RFx Response:**

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | View

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

RFx Information | Items | Notes and Attachments | Conditions | Summary | Tracking

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 from
The table does not contain any data			

Go to this Tab "Technical RFx Response" for Uploading "Techno-commercial Unpriced Bid".

Go to this Tab "Notes and Attachments" for Uploading "Priced Bid" files.

**On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Un-priced Bid" and "Priced Bid" in the places as indicated above:**

**Edit RFX Response:**

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  
 RFX Owner WIPRO\_TEST1    Total Value 0.00 INR    RFX Response Version Number

RFx Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning ▲ | Delete | Create Qualification Profile

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

### **Notes :**

- (i) The “Techno-Commercial Un priced Bid” shall contain all techno-commercial **details except the prices**.
- (ii) The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign. 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 clock on OK to save the File.
- (iii) The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate with organization name [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- (iv) The authenticity of above 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.
- (v) Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
- (vi) The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

4.0 Interested bidders may contact the following person to visit the site at their own expenses to have a realistic assessment of the requirement.

**Mr. G.GOGOI**  
**GM- DRLING(PROJECT)**  
**OIL INDIA LIMITED,**  
**IT Infrastructure building, 5<sup>th</sup> Floor, FC – 24,**  
**Sector 16A, NOIDA 201301**  
**PH. NO. 0120-2511648**  
**E-mail: cemg\_c&p@oilindia.in**  
**PH NO. +919910700781**

5.0 For any technical help in regards to uploading of bids in the OIL's e-tender portal, may please contact the following person :

**Mr. A.J. Sarmah**  
**Sr. Manager- ERP, OIL INDIA LIMITED, DULIAJAN, ASSAM**  
**Ph no. 09954486025, e-mail : [ajsarmah@oilindia.in](mailto:ajsarmah@oilindia.in),**  
**[erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)**

6.0 The clause, sentence, words marked as “**Strikethrough**” are not applicable against this tender.

We now look forward to your valuable offer through OIL's e – portal against the tender.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED



(Rupak Kalita )  
Senior Manager (C&P)( CEMG)  
For Executive Director ( E &D)  
For Chairman & Managing Director  
**Ph no. 9910014067**  
**[rupakkalita@oilindia.in](mailto:rupakkalita@oilindia.in)**

## **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 Tender No.
    - (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, (Section-I)
  - (e) Terms of Reference/Technical Specification, (Section-II)
  - (f) Special Conditions of Contract, (Section-III)
  - (g) Schedule of Rates, (Section-IV)
  - (h) Integrity Pact Proforma, (Annexure-A)
  - (i) deleted
  - (j) Price Schedule Format, (Proforma-B)
  - (k) Bid Form, (Proforma-C)
  - (l) Statement of Non-Compliance, (Proforma-D)
  - (m) Bid Security Form, (Proforma-E)
  - (n) Performance Security Form, (Proforma-F)
  - (o) Agreement Form, (Proforma-G)
  - (p) Proforma of Letter of Authority, (Proforma-H)
  - (q) Authorisation for Attending Bid Opening, (Proforma-I)
- 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 as per the Terms of reference / Technical Specification.
- (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-A 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: DELETED**

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

**DELETED**

**13.0 PERIOD OF VALIDITY OF BIDS:**

- 13.1 Bids shall remain **valid for 120** 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 120 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 "TENDER No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to SR. Manager ( C&P), OIL INDIA LIMITED, CEMG / E&D Group, FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P on or before the bid closing date and time indicated in the TENDER/ e-tender portal :

- 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 TENDER.~~

~~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 **SM ( C & P), Oil India Limited, Noida**
- 17.2 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.
- 17.3 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.

- 17.4 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 the Bid Closing Date and Time as 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 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( if called for), 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 deleted.
- 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 21.7.

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 un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

**29.0 PERFORMANCE SECURITY:** Not applicable against this tender

**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-A** 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 following personnel as Independent Monitors (IEMs) to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter relating to the TENDER at the following addresses:

- (a) SHRI RAGHAW SHARAN PANDEY, IAS (Retd.),  
e-mail:rspandey\_99@yahoo.com  
(b) SHRI RAJIV MATHUR, IPS (Retd.),  
e-mail 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 / BID EVALUATION CRITERIA (BRC/BEC)**

I. **BID REJECTION CRITERIA (BRC)** : The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected 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 considered as non-responsive and rejected.

A. **TECHNICAL**: Bidders must meet the following criteria:

- a) Bidders must categorically confirm that they will undertake all the jobs/activities as mentioned in the SCOPE OF WORK of the tender.
- b) Bidder must meet the technical criteria and requirements stipulated in the SCOPE OF WORK of the tender.
- c) The AVERAGE annual turnover of the bidder in any of the last 3 financial years should not be less than **Rs. 28 lakhs**

B. **COMMERCIAL** :

- 1.0 Bids are invited under **“SINGLE STAGE-TWO BID SYSTEM”** i.e. the bidders are required to submit both the **“TECHNO-COMMERCIAL UN-PRICED”** and **“PRICED”** bids online through electronic format in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The **“Techno-Commercial Un priced Bid”** is to be submitted as per Scope of Work & Technical Specifications of the tender and the **“Price-Bid”** as per the online Price Bid Format. Any offer not complying with the above will be rejected straightaway.
- 2.0 In **“Techno-Commercial Un priced Bid opening”**, only the Technical RFX Folder will be opened. Therefore, the bidder should ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** including **SIGNED & SCANNED COPY OF INTEGRITY PACT PROFORMA** are uploaded in the Technical RFX Folder otherwise the offer will be rejected outright.
- 3.0 Prices/Rates should be quoted / maintained in the **“online price schedule format”** only. The rates quoted in the **“online price schedule format”** will only be considered. If no price is entered / maintained

against any item, it will be considered that no charge is involved against that item.

4.0 Prices and rates quoted by the Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price terms will be rejected.

5.0 **Bid Validity** : Validity of the bid shall be minimum **4 months (120 days)** from Bid closing date. Bids with lesser validity will be rejected.

6.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate with organisation name will be rejected.

7.0 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure- A** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder 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 sign the bid.”

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

9. **Bid Security** : Bid Security of **Rs. 93,000.00** in original must reach the office of the ED( E&D) for Sr.Manager ( C&P) Oil India Limited (OIL), 5th Floor, IT Infrastructure Building, Sector-16A, Noida-201301 UP, India, before the “Techno-Commercial Bid Opening Date and Time”. The amount of Bid Security shall be as specified in the “Forwarding Letter” and should be valid for **150 days** from the bid closing date. Scanned copy of this Bid-Security should also be submitted / uploaded online along with the **“Techno-Commercial Un-priced Bid”**. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender. If a proper Bid Security in ORIGINAL for an amount and validity as aforesaid is not received, within the Bid Opening date and Time at the office of ED ( E&D) for Senior Manager (C&P)(CEMG),OIL, NOIDA, the bid will be rejected without any further consideration.

## **A. GENERAL**

- a. The USER ID issued by Oil India Limited is not transferable and the bid must be submitted by the bidder in whose name the USER ID is issued. Bids received from any bidders who have not been issued USER ID by OIL will be rejected outright.
- b. Bidders are requested to submit their bid directly and not through their agents in India. Against this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid. Simultaneously for the same item/product, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- c. Any Bid containing a false statement shall be rejected.
- d. The compliance statement should be digitally signed and uploaded along with the Techno-Commercial Bid (un-priced). In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.
- e. If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
- f. Any exception or deviation to the tender requirements must be tabulated by the Bidder in their Techno-Commercial Bid only. Any additional information, terms or conditions included in the Price-Bid will not be considered by OIL for evaluation of the Tender.

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

(i) The bids conforming to the Scope of Work, 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 described hereunder.

a) Price-Bids will be evaluated taking in to account the sum total cost of all components quoted by the bidders as per **Price-Schedule Format (Proforma-B)** and the contract will be awarded to the lowest evaluated bidder.

b) Arithmetical errors, if any, in the price bids will be rectified on the following basis.

“If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected

accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. Any bidder who does not accept the said correction procedure, their bids rejected.”

- c) It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.
- d) Wherever bidder has submitted self certification, OIL reserves the right for verification about the authenticity of the claim.

**(ii) General**

- a. Discount:  
Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices. Discount of any type indicated separately will not be taken into account for evaluation purpose. However in the event such offer without considering discount is found to be lowest, Corporation shall avail of such discount at the time of award of contract.
- b. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

**End of Part 2**

## **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) "Services" means the work specified in Section-II, Part-3 and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- (h) "Specification" means the description of the Services and/or Equipment set out in Section-II
- (i) "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.
- (j) "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.

- (k) “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. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME:** The Contractor shall have to complete mobilization within 30 days from date of issue of LOA (Letter of Award). Mobilisation shall be deemed to be completed when Contractor is ready with requisite manpower, equipment etc. to commence the Work/services as envisaged under the Contract and as certified by Company. This date and time will be treated as date of completion of mobilization.
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects and the Contractor is in readiness to commence the work shall be treated as date of commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The duration of the Contract will be initially for one years ( **12 months**) from the date of Commencement of the Contract and may be extended by **12 months** at the same rates and terms and conditions with a 2 months advance notice during the extended period..
- 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 the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro, local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard unless specified otherwise elsewhere in bid/ contract document.
- 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 within 3(three) months after completion of the Contract 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 belonging to the Contractor or its sub Contractor (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 :
- 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 period of 15 successive days, 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 pendente-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 Delhi/NOIDA. 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:

<b><u>Company</u></b>	
a) <b><u>For contractual matters</u></b>	b) <b><u>For technical matters</u></b>
<b>SENIOR MANAGER ( C&amp;P)</b> <b>OIL INDIA LIMITED</b> <b>FC-24, 5<sup>TH</sup> FLOOR, SECTOR-16A,</b> <b>IT INFRASTRUCTURE BUILDING</b> <b>NOIDA – 201 301</b> <b>UTTAR PRADESH</b> <b>ph No. 0120-2516352</b>  <b>E-MAIL: cemg_c&amp;p@oilindia.in</b>	<b>Mr. G.GOGOI</b> <b>GM- DRLIING(PROJECT)</b> <b>OIL INDIA LIMITED,</b> <b>IT Infrastructure building, 5<sup>th</sup></b> <b>Floor, FC – 24,</b> <b>Sector 16A, NOIDA 201301</b> <b>PH. NO. 0120-2511648</b> <b>E-mail: cemg_c&amp;p@oilindia.in</b> <b>PH NO. +919910700781</b>

c) **Contractor**

\_\_\_\_\_  
 \_\_\_\_\_  
 Fax No. :

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 FOR DEFAULT IN TIMELY MOBILISATION:**
- 17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of work within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % of the estimated total Contract value 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 mobilisation period till the date of commencement of Contract as defined in Clause 2.0 of Section-I.
- 17.1.1 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 17.2 **LIQUIDATED DAMAGES FOR DELAY IN SUBMISSION OF FINAL REPORT:** In case there is delay in submission of the Final report as per the schedule of Completion (as per Sub-Clause 2.4 of Section-I) due to the reasons attributable to the Contractor, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the estimated total contract value 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 report submission period till the actual submission of the report as defined in Clause 2.4 of Section-I.
- 17.2.1 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period. In the event of non-completion of the jobs as per the provisions of this contract, the company reserves the right to claim back the amount already paid to the Contractor. Any

part/phase completion, barring the final phase, will be regarded as non-completion of the contract and loss of time & cost to the company.

- 17.3 However, the maximum amount of Liquidated Damages for both delay in Mobilisation and delay in submission of final report combined shall not exceed 7.5% of total contract value.
- 18.0 **PERFORMANCE SECURITY:** @ 7.5 % of One year Contract Value.
- 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 Bidder, during the term of the contract, the amount due 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 this contract. All payments will be made in accordance with the terms hereinafter described.

24.1.1 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and

such offers will be rejected.

- 24.2 **MANNER OF PAYMENT:** All payments due by Company to Bidder shall be made at Contractor's designated bank. All bank charges will be to Bidder's account.
- 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 Bidder written notice of objection to any item or items the validity of which Company questions.
- 24.4 **INVOICES:** Bidder shall raise invoices for release of the payment against the contract at the end of the contract as indicated in the Schedule of Rates of the contract. Payment of undisputed portion of the invoice shall be released within 30 (thirty) days of receipt of invoice.
- 24.5 Company shall within 30 days of receipt of the invoice notify Bidder 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. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub- clause 24.3 above.
- 24.6 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 respect of any other billing, the payment of which may then or thereafter be due.
- 24.7 Bidder shall maintain complete and correct records of all information on which Bidder's invoices are based upto 3 (Three) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by Company of Bidder's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Bidder to Company and (ii) that Bidder is otherwise in compliance with the terms and conditions of this Agreement.
- 24.8 **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 Delhi.

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) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar Tax Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) 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 100% 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**

Oil India Limited (OIL) intends to hire Casing Yard of around 2 acres ( 87120 sq ft) High Land area at Tuticorin to store and handle mainly following various sizes of Steel Casing Pipes, Couplings and Pup/ Short Joints for an initial period of one year extendable by another by another one year at the same rate and terms & conditions at the discretion of OIL but with a provision of termination at any time within extended period by serving a 2 months advance notice.

SL. NO	DESCRIPTION OF PIPES	LENGTH IN MTR	NO. OF JOINTS (APPX)	WT. IN MT PER JOINT (APPX)	TOTAL WEIGHT (APPX)
1	API Seamless 16" dia, 125.117 kg/m, Premium Threaded Casing with Coupling. Maxm Length 40 ft ( 12.19 mtr)	1800 Mtr	150	1.5 MT	225 MT
2	API Seamless 13 5/8 " dia, 131.372 kg/ m premium Threaded Casing with Coupling. Maxm Length 40 ft ( 12.19 mtr)	5000 Mtr	417	1.58 MT	659 MT
3	API Seamless 9 5/8" x P110x 79.687 kg/m premium Threaded with Coupling and Pup joints. Maxm Length 40 ft ( 12.19 mtr)	7600 Mtr	635	1.0 MT	760 MT
4	API Seamless 7" x P110 x 47.663 kg/ m premium Threaded with Coupling and Pup joints. Maxm Length 40 ft ( 12.19 mtr)	1700 Mtr	142	0.60 MT	86 MT

5	API Seamless 4.5" x P110 x 20.108 kg/m premium Threaded Casings with Coupling. Maxm Length 40 ft ( 12.19 mtr)	450 Mtr	38	0.26 MT	10 MT
6	36 " Csgs, 1.5" WT, 553ppf, (pounds per ft). Maxm Length 40 ft ( 12.19 mtr)	150 MTR	13	10.50 MT	136.5 MT
7	20" casings., 133ppf, Maxm Length 40 ft ( 12.19 mtr)	1550 MTR	135	1.01 MT	137 MT
Total Weight (approx.)					2050 MT

**NOTE:** In addition to above there will be Well Head Items and few Pup Joints (Small in length, about 1.50m in length) of each category except 36" & 20" dia pipes. Total weight of these items will not exceed 80MT in total out of which single Well head item will not be more than 15 MT.

**BB. The area of the land should have the followings features and facilities and the below mentioned works/ services are to be performed/ rendered:**

- (i) The Land (about 2 Acres area) should be high land without having any chance of water logging even during heavy rain or monsoon season.
- (ii) The Land should be within 15 km radius from the approach of the port area alongside or adjacent to Highway or Main Road to facilitate direct and easy entry/exit of 'Heavy Duty Cranes and Trailers'.
- (iii) The Land should be undisputed, unambiguous and should have all statutory clearance as applicable/required. The land may be owned by the bidder himself or may be taken on hire/lease from third party for a period of not less than the contract period and extension thereof. Documentary evidence in this regard is to be submitted with the bid. In case of hire or lease, Notarised Legal

agreement for the said period between the bidder and owner of the land is to be submitted with the bid ( scan copy to be submitted in the e-tender portal and the original hard copy is to be submitted along with bid security at the designated office at Noida before bid closing date and time) . In case the proposed land belongs to Port/ Government Authority, suitable document to substantiate authority of the bidder to utilise the land, is to be submitted with the bid.

- (iv) A document is to be submitted in support of requisite clearances/ permission from Municipal Authority/Port Authority/ appropriate authority (as applicable) towards using of the land/property offered for the stipulated purpose.
- (v) The land shall have hard standing/ compaction enough so that heavy trailer of 60 MT capacity and Crane of 60 MT capacity can ply smoothly without having any problem.
- (vi) The boundary should be well fenced (at least 3 metre/ 10ft height) with Chain-linked Wire-Mesh Fencing of '3mm dia wire, 2.5inch x 2.5inch Mesh' and suitable steel posts in between at interval of not more than 12ft which should be suitably grouted in concrete foundation of not less than 1ft x 1ft x 2ft deep. Corner Posts are to be suitably & additionally strengthened and supported to prevent bending/ uprooting.
- (vii) The area should have well lighting facility to ensure security as well as to work in the night also. The light must be kept on always in absence of daylight.
- (viii) Security for protection of the stored Pipes & items against theft / pilferage will be bidder's/ contractor's responsibility. Accordingly Security personnel on rotation basis are to be deployed in the fenced area on 24 hours basis. One Security Hut of approx. 10ft x 10ft with adjacent Store Room of approx. 10ft x 10ft (for storing small items/ short casing joints) The Security Hut & Personnel are to be facilitated with primary needs for the purpose including communication facility round the clock. Security Personnel must be provided with Essential/ Emergency phone Nos. and facility for communication at any time in need.

(ix) 17 (seventeen) storage racks of size 50x 40 ft as shown in the attached sample drawing (**Annexure-I & II**) to be made in the above land area. Orientation of the racks may vary as required to accommodate 17 racks depending on the land keeping provision of mobility of Cranes and Trailers for offloading/ loading/ handling of Casing Pipes/ Materials.

(x) Offloading and receiving of the Pipes and maintaining record/ inventory thereof will be service provider's responsibility. Supervision by contractor's experienced person shall be required during offloading/ stacking of casings on Rack. A **30 Ton crane** shall be provided and utilized to handle the indicated Pipes and other Items. All the casing will not reach together. It may reach in batches as supplied/ delivered or cleared from sources which are to be offloaded from Trailers/ trucks to Pipe Racks on arrival. Utility/ requirement of crane may be assessed/ estimated accordingly.

NOTE: Casings are to be handled with utmost care. No Shock load/Impact, bending force, dropping or Dumping is permitted on these premium casings.

(xi) Casings/ Pipes will be supported in three lines about 2.0m from each end and one in the middle. Suitable RCC Beams can be used on top of foundation to stack the casings with three line supports (as per the sample photo for example provided vide Annexure-III).

(xii) Level for Foundation top & Casing Rack (Steel or RCC Beams) must be maintained for uniform load distribution and prevent rolling off tendency and thus to avoid accident.

(xiii) There has to be 4"x 4" or 4" x 3" (any one size only) wooden members in three lines as separators between layers of Pipes and stoppers at both end of each layer (refer attached sample photo to understand). The stoppers are required to prevent pipes rolling off the rack which may cause damage to casings and accident.

(xiv) Stacking to be restricted as given below.

36" dia Pipes- 2 Rows

20" dia Pipes- 3 Rows

16" dia Pipes- 4 Rows

13.5/8" dia Pipes- 5 Rows  
9.5/8" & Smaller dia Pipes- 6 Rows

- (xv) A Bunkhouse of approx. 20ft x 10ft x 8ft high with internal electric wiring provision for power supply, fitted with AC, Fans & office furniture (at least two tables and four chairs), is to be provided at the casing yard for office purpose. Electricity is to be supplied by the contractor as and when required by OIL and cost thereof is to be borne by the service provider.
- (xvi) The coordinator/ contact person on behalf of bidder/ contractor must know either English or Hindi or both to correspond with OIL/ it's representative. His contact details must be made available to OIL at all time.
- (xvii) Bidder shall submit an undertaking along with the bid to build 17 (Seventeen) storage racks of size 50x 40 ft as per the sample drawing attached vide **Annexure-I & III** and make the facility ready in all respect as per Scope of Work within **30 days** from the date of receipt of LOA.

**CC MISCELLENIOUS:**

- (1) As owner/authorised personnel of the said fenced area, you will have to handover the vacant possession of the area with related facilities as stated above free from all encumbrances.
- (2) Prior to taking over the possession of the open yard, you will produce the receipts of up-to-date payment made in all respects.
- (3) All the applicable taxes of public nature including house tax, ground rent, municipality taxes etc., presently levied or livable in respect of the property/ land will be payable by you.

**DD. OIL's obligations:**

- i) OIL shall permit you or your agent to enter the said premises for inspection and to carry out repairs etc. as and when necessary basis.
- ii) The rent will be payable in advance by the first week of every month after deduction of Income Tax as per IT Act.
- iii) OIL will not make any major alterations or additional construction in the premises without your approval but OIL shall have the right to

install any additional fittings and fixtures etc. in the yard if required. Before handover or on contract termination if any fixtures and fittings are provided during occupancy, the same will be normalized and made as earlier.

- iv) Notwithstanding, the provisions contained above, in the event of breach of the terms of the lease or deliberate acts of omission or commission for affecting smooth occupancy of the premises being no longer required by OIL, the lease is terminable by two months' notice at any time in writing by either party.

**END OF SECTION-II**

**&&&&**

## **SECTION IV**

### **PRICE-SCHEDULE FORMAT ( PROFORMA-B)**

**TENDER NO.**

**NAME OF THE BIDDER :**

**CURRENCY :**

Srl	Description	Quantity (months) (A)	Unit Rate in Rs. (B)	Total cost in Rs. (Ax B)
1	Rental charges of the yard	12		

**Notes:**

- (i) The rent quoted by the bidder should be inclusive of Service Tax and Income Tax; however, Income Tax will be deducted at source as per IT Act.
- (ii) **Payment term:** Payment will be made on monthly basis within 15 days from date of receipt of undisputed invoice. The rent will be payable in advance by the first week of every month after deduction of Income Tax as per IT Act No payment other than the above quoted rates will be paid to the Contractor.

**Signature of the authorised person:**

**Name of the authorised person:**

**Name of the firm/owner:**

**END OF SECTION - IV**

**&&&&**

## **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 **TENDER NO. SCI8435P16**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

### **Section: 1 -Commitments of the Principal**

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

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 Page 2 of 6 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 h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
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 cartelization 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.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. NOIDA.  
Date

END OF ANNEXURE -A

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**PROFORMA-C**

**BID FORM**

To  
The Senior Manager Materials  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
Sector-16A, NOIDA-201301 , INDIA

**Sub: TENDER No. SCI8435P16**

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 150 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> |
|--------------------|------------------------------|-----------------------|----------------|
|                    |                              |                       |                |

**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:  
The Senior Manager Materials  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
Sector-16A, NOIDA-201301 , INDIA

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 \_\_\_\_ 2015.

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.

**PROFORMA - F**

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
The Senior Manager Materials  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
  
Sector-16A, NOIDA-201301 , INDIA

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 accepted the bid submitted by the Contractor and had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's TENDER 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;
  - (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 Noida, 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-H**

**PROFORMA LETTER OF AUTHORITY**

To  
The Senior Manager ( C&P)  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
Sector-16A, NOIDA-201301 , INDIA

Sir,

**Sub: OIL's TENDER No. SCI8435P16**

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.

**PROFORMA-I**

**AUTHORISATION FOR ATTENDING BID OPENING**

To  
The Senior Manager ( C&P)  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
Sector-16A, NOIDA-201301 , INDIA

Sir,

**Sub : OIL's TENDER No. SCI8435P16**

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

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

**Bid invitations (Tenders)**

The details of e-Procurement tenders can be accessed from our e-Procurement site. <https://etender.srm.oilindia.in/irj/portal/>!

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

**Pre-requisites to submit tenders on line through e-Procurement Portal**

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

Bidders should have a legally valid Class 3 digital certificate 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.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

**Obtaining User Id to access OIL e-Procurement site**

Initially user id and password will be assigned to you.

Please send your updated mailing address with pin code, phone number, fax number and

email ID to the us at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).

Bidders interested in a particular bid invitation should apply for user id at least 7 days prior to the last date mentioned (Last Date for Tender Fee Payment, if exists or Submission Deadline) in the bid invitation.

**Instructions for obtaining Digital Certificate**

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying

Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (<http://www.cca.gov.in/>)

### Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

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

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

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

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)
5. [e-mudhra](#)

### Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

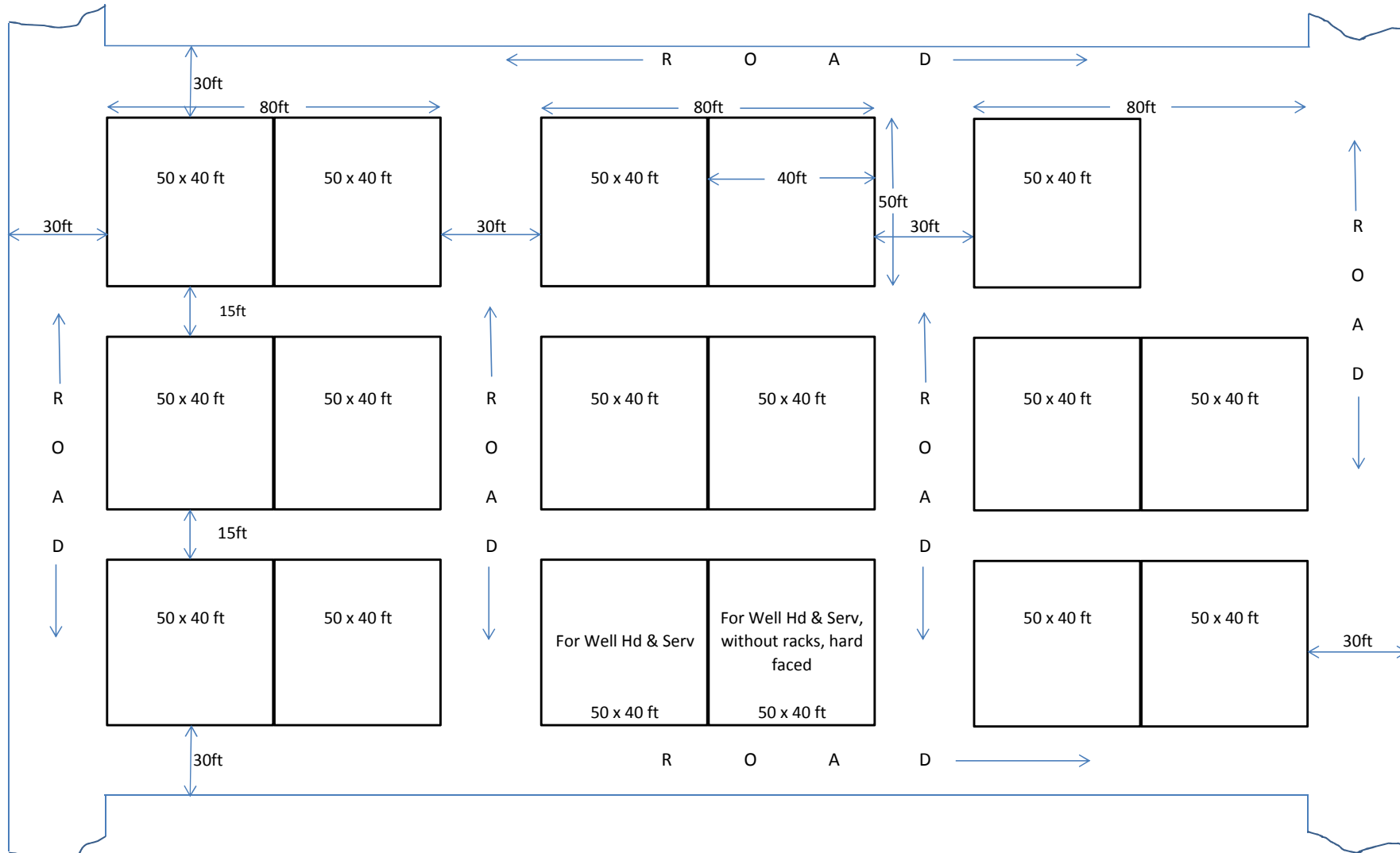
| Parameter | Value |
|-----------|-------|
|-----------|-------|

|                                                           |         |
|-----------------------------------------------------------|---------|
| Allow Scrip lets                                          | Enable  |
| Automatic prompting for ActiveX controls                  | Enable  |
| Binary and script behaviors                               | Enable  |
| Download signed ActiveX controls                          | Enable  |
| Download unsigned ActiveX controls                        | Enable  |
| Initialize and script ActiveX controls not marked as safe | Enable  |
| Run ActiveX controls and plug-ins                         | Enable  |
| Script ActiveX controls marked safe for scripting         | Enable  |
| Use Pop-up Blocker                                        | Disable |

8. **Digital signature client SW/component** : To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.
9. **Please go through OIL's e – Portal / Website before uploading your bids for updated information regarding participation requirements and procedure for OIL's e – tenders.**

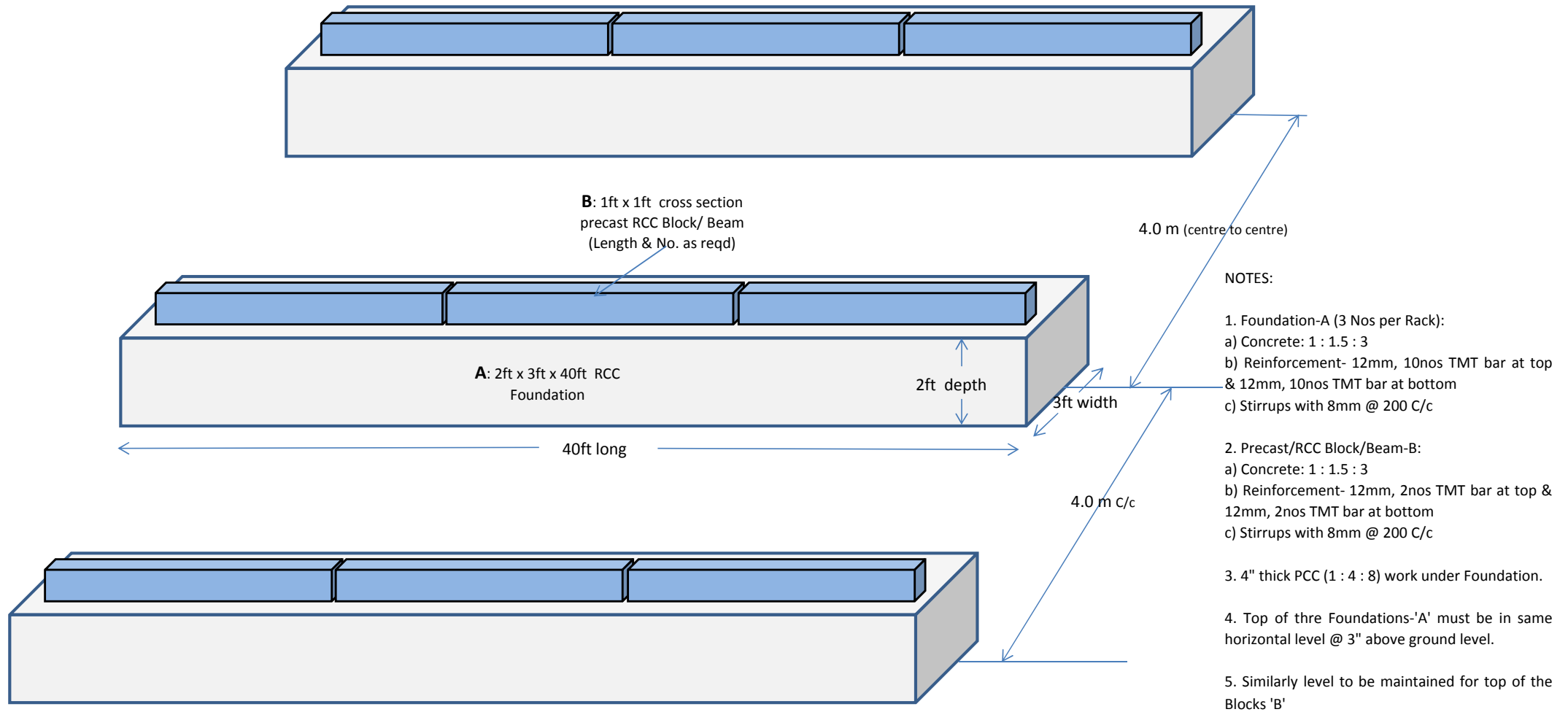
**END OF TENDER DOCUMENT**

AREA REQD FOR WELL HEADS & CASINGS OF 36", 20", 16", 13.5/8", 9.5/8", 7" & 4.5"



Width 240 ft Length 360 ft AREA 86400 sq.ft

Annexure-I



SCHEMATIC DRAWING OF FOUNDATION &amp; PRECAST/RCC BLOCK/BYAM FOR ONE CASING PIPE RACK



A sample photo of Foundation \* Precast Blocks/Beams (No Steel Pipe rack)



Stacking on RCC Beams placed on Foundation (with stoppers at both ends of each row)