



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्लियावाहन, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durliahaan, Assam

Materials & Contract Department
(Rajasthan Project)
Jodhpur, Rajasthan, India
Pin Code: 342005
Phone -0291-2729473
0291-2729472

Date: 13.08.2015

FORWARDING LETTER

Tender No. : CJI-8147-P16

Sub: Hiring of service for laying of 88.9 mm NB Stainless steel and 73.025 mm NB welded flow lines under Jaisalmer ML area and Bikaner Nagaur basin of OIL's operational areas in Rajasthan for a period of 2 (two) years.

1.0 OIL INDIA LIMITED (OIL), Rajasthan Project invites domestic competitive ON-LINE Bids for the above services under Single Stage Two-Bid System through its e-Procurement site. For your ready reference, few salient features (covered in details in this document) are highlighted below:

i	OIL's Tender No	CJI-8147-P16 dated 10.08.2015
ii	Tender Fee	INR 5,000.00 (Non-refundable)
iii	Type of Bid	Single Stage Two Bid System
iv	Bid Closing Date & Time	11:00 hrs (IST) on 22.09.2015
v	Technical Bid Opening Date & Time	15:00 hrs (IST) on 22.09.2015
vi	Bid Opening Place	Office of the Chief Manager (M&C) at Jodhpur
vii	Amount of Bid Security	INR 7,46,000.00
viii	Bid Validity	120 Days.
ix	Pre-Bid Meeting / Conference Date & Time	11:30 hrs (IST) on 02.09.2015
x	Amount of Performance Security	7.5 % of Contract Value
xi	Mobilization Time	The mobilization of requisite manpower, equipment, tools and all other materials shall have to be completed within 30 (thirty) days from the date of issue of notification of Award

		(LOA) by the Company. However, the successful Bidder shall provide details of qualification, experience and other relevant data of the Key personnel to be deployed for scrutiny and clearance by the company within 15 (fifteen) days from the date of issue of LOA.
xii	Amount of Liquidated Damage	For default in timely mobilization, Liquidated damage @ 0.5% of contract value for delay of each week or part thereof subject to a maximum of 7.5% of total contract value will be applicable.
xiii	Duration of Contract	For a period of 2 (two) years. However, Oil India Limited reserves the right to terminate the contract early in part/whole.

2.0 PRE-BID MEETING / CONFERENCE: A Pre Bid Meeting is scheduled to be held on **02-09-2015 (Time: 11:30 Hrs. (IST))** at OIL's office in Jodhpur to clarify provisions of Bid Documents, if any. Bidder, desirous of attending the Pre-Bid Meeting, must submit authorization letter (Proforma-D) at the time of Pre-Bid Meeting. The bidder is requested to submit their queries / questions / doubts by email / courier so as to reach Oil India Ltd. at following address at least 3 (three) days before the pre-bid meeting:

Chief Manager (M&C)
OIL INDIA LIMITED
2A, Saraswati Nagar, Jodhpur, Rajasthan
E-mail: munin_konwar@oilindia.in; pcmazumdar@oilindia.in

2.1 OIL shall make all efforts to respond to all the queries / clarifications during the Pre-Bid Meeting. A compiled list of such questionnaire shall be uploaded in the website of Oil India Ltd. for information of all concerned in www.oil-india.com as well as in the e-tender portal of OIL if required. All are requested to remain updated with the website. No separate reply / intimation shall be given elsewhere.

3.0 The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification in case of the following:

- i.** Validity of bid shorter than validity indicated in the tender.
- ii.** Original Bid Security not received within the stipulated date and time mentioned in the tender.
- iii.** Bid security with (a) Validity shorter than the validity indicated in tender and/or (b) Bid security amount lesser than the amount indicated in the tender.

NOTE:

- i. Bidders are requested to fill all "Bid Response Sheets & Annexure" as enclosed in the Bid Document. Bidder must sign all the attachments of the Bidding Document.*
- ii. Bidder may depute their authorized representative to attend the "Un-priced Bid Opening". The eligible Bidder shall be informed the date & time for opening of their "Price Bid".*
- iii. Any change in bid after the "Due Date & Time" of Bid-Submission of bid is not allowed.*
- iv. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time" of Bid-Submission of the bid document.*
- v. Bidder are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail ID, etc.*
- vi. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website www.oil-india.com and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated*

3.0 We now look forward to receiving your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,
OIL INDIA LIMITED

(P.C. MAZUMDAR)
CHIEF MANAGER (M&C)
FOR EXECUTIVE DIRECTOR (RP)

PART-1
SECTION – I
INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids under Single Stage Two Bid System from eligible indigenous bidders only for the following oilfield services for its RAJASTHAN PROJECT through its e-Procurement portal - <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI-8147-P16 dated 13.08.2015
- 1.2 Bid Closing Date & Time : 22.09.2015 (11:00 Hrs. IST)
- 1.3 Pre-Bid Meeting /Conference : 11:30 hrs (IST) on 02.09.2015
Date & Time:
- 1.3 Tender Fee : **INR 5,000.00 (Non-refundable)**
- 1.4 Bid Security : **INR 7,46,000.00**
- 2.0 **Description of Services:** Hiring of service for laying of 88.9 mm NB Stainless steel and 73.025 mm NB welded flow lines under Jaisalmer ML area and Bikaner Nagaur basin of OIL's operational areas in Rajasthan
- 3.0 Tender Document will not be issued physically by the Company. The interested Bidders must submit their applications showing full address (including e-mail ID) along with the non-refundable Tender Fee (PSUs and firms registered with NSIC/SME are exempted from payment of cost of Bid Documents provided they furnish evidence that they are registered for the above services) in the form of a Banker's Cheque/Demand Draft in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M&C), OIL INDIA LIMITED, 2A, DISTRICT SHOPPING CENTRE, SARASWATI NAGAR, BASNI, JODHPUR-342005, RAJASTHAN (INDIA) between **21.08.2015 and 15.09.2015** i.e., one week prior to the scheduled Bid Closing date & time. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and he/she will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.** The link to e-procurement portal has also been provided through OIL's website www.oil-india.com.
- Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).
- 4.0 OIL reserves the right to refuse issuance of USER-ID and PASSWORD to such parties even on payment of Tender Fee, about whose competence OIL is not satisfied. The Company's decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

PART-1

SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

- 1.0 Rajasthan Project of OIL INDIA LIMITED (OIL), a NAVARATNA Category Govt. of India Enterprises, is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. The Project Office of OIL at Jodhpur is well connected with Road, Rail & Air. This tender is floated for hiring of services for Laying of welded flow lines under Jaisalmer ML area and Bikaner Nagaur basin of OIL's operational areas in Rajasthan.

Details of the requirements are furnished under Terms of Reference/Scope of Work/Technical Specifications in Part-3, Section- IV in this tender.

2.0 COST OF BIDDING

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

B. THE BID DOCUMENTS

3.0 BID DOCUMENTS

- 3.1 The 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 amongst others:
 - i) Enquiry Number of Oil India Limited
 - ii) Bid closing date and time
 - iii) Bid opening date, time and venue
 - iv) Pre-Bid Meeting / Conference Date & Time
 - v) Place for submission of Bid
 - vi) The amount of Bid security
 - vii) The amount of Performance Bank Guarantee
 - viii) Quantum of liquidated damages for default in timely mobilization.
- b) Invitation of Bids (Part-I, Section - I)
- c) Instructions to Bidders (Part-I, Section - II)
- d) Bid Evaluation Criteria/Bid Rejection Criteria (Part-2, Section-I)
- e) Statement of Compliance (Part-2, Section-I, Proforma-I)
- f) Price Bid Format (Part-2, Section-I, Proforma-II)
- g) Integrity Pact (Part-2, Section-I, Proforma-III)

- h) General Conditions of Contract (Part-3, Section-I)
 - i) Special Conditions of Contract (Part-3, Section-II)
 - j) Bid Form and Price Schedule Details (Part-3, Section-III)
 - k) Terms of Reference/Scope of Work/Technical Specifications (Part-3, Section-IV)
 - l) The Bid Security Form (Part-4, Proforma-A)
 - m) The Performance Security Form (Part-4, Proforma-B)
 - n) The Contract Form (Part-4, Proforma-C)
 - o) Authorisation for attending the Pre-Bid /opening of bid (Part-4, Proforma-D).
 - p) General HSE Points (Part-4, Appendix-A)
 - o) Procedure for obtaining labour license (Part-4, Appendix-B).
- 3.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of its Bid.

4.0 **CLARIFICATIONS ON BID DOCUMENT**

- 4.1 A bidder requiring any clarification on the Bid Document may notify the Company, in writing at the Company's mailing address indicated in the Forwarding Letter. The Company will respond in writing to any request for clarification of the Bid Document which it receives not later than 10 days prior to the deadline for the submission of Bids prescribed by the Company.

5.0 **AMENDMENT OF BID DOCUMENT**

- 5.1 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 bidder, modify the Bid Document by an Amendment.
- 5.2 The Addendum/Amendment will be uploaded in OIL's e-Portal in the Tab Technical RFX-> External Area- >Amendments. Prospective Bidders (to whom Company issues the USER-ID & PASSWORD), shall also be intimated about the amendments through e-mail/fax/courier etc. 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 OIL's E-Tender portal for any amendments to the bid documents before submission of their bids.

C. PREPARATION OF BIDS

6.0 **LANGUAGE OF BID**

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged by the bidder and the Company shall be written in English language, except that any printed literature furnished by the bidder may be written in another language so long as accompanied by an

English translation of its pertinent pages in which case, for purposes of the interpretation of the Bid, the English translation shall govern.

7.0 **DOCUMENTS COMPRISING THE BID**

7.1 The bid to be submitted by the Bidder shall comprise the following components:

I. TECHNICAL BID

- i) Complete technical details of the services without indicating prices.
- ii) Documentary evidences establishing Bidder's eligibility as per BRC/BEC defined in Part-2, Section-I that the bidder is eligible to Bid and is qualified to perform the contractual obligations, if its Bid is accepted.
- iii) Any exception the bidder wishes to take to the general and special conditions of contract excepting those referred in bid evaluation criteria/bid rejection criteria (BEC/BRC) (ref. Part-2, Section-I). However, any such exceptions must be resolved mutually before opening of price bid. Request for any exceptions/ deviations to BEC/BRC will not be entertained.
- iv) Bid Security (scanned copy) furnished in accordance with paragraph 11.0 (Part-1, Section- II).
- v) Statement of compliance as per Part-2, Section-I, **Proforma – I**.
- vi) Duly signed Integrity Pact as per Part-2, Section-I, Proforma-III.
- vii) Bid Form & Price Schedule Details as per Part-3, Section-III
- viii) Information/documents mentioned in the Terms of Reference/Scope of Work /Technical Specifications vide Part-3, Section - IV and Bid Evaluation Criteria/Bid Rejection Criteria vide Part-2, Section-I
- ix) All other Annexure, Proforma and Documents as required in the Tender

II. COMMERCIAL (PRICED) BID

Rates and prices to be quoted as per attached format under Notes and Attachment tab in OIL's e-portal and completed in accordance with Clause No. 8.0 herein below.

- (i) Schedule of Rates as per attached format Part-2, Section-I, PROFORMA-II.

8.0 **BID PRICE**

8.1 Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per Price Bid Format (Part-2, Section-I, PROFORMA-II) available in OIL's E-Portal.

- 8.2** Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. Subsequent increase in prices of commodities if any will have to be borne by the bidder.

9.0 CURRENCIES OF BID

- 9.1 As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only and payment will be made accordingly in Indian Rupees.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 10.1 To be eligible for award of contract, bidders shall provide evidences satisfactory to the Company, of their eligibility, capability and adequacy of resources to carry out the jobs under the Contract effectively. For this purpose, all Bids submitted shall include the documents sought for in the BEC/BRC vide Part-2, Section-I) or elsewhere in the tender document.
- 10.2 For this particular Tender, bidders shall have to meet the qualifying criteria under 'Bid Evaluation Criteria /Bid Rejection Criteria', referred in Part-2, Section-I and bidders must categorically confirm compliance of each clause therein.
- 10.3 In addition, the bidders shall submit documentary evidence that the services it promises to provide conform to the Bid Documents and shall describe in detail how the specifications are to be fulfilled.
- 10.4 The bidder must confirm in their technical bid about their experience of handling similar contract, clearly indicating therein the size of the field, capacity of gas/oil handling plant with their brief process description, quantity and quality of gas/oil handled, strengths of man-power deployed with their qualifications and responsibilities etc. Supporting documents should also be submitted.

11.0 BID SECURITY

- 11.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number **CJI-8147-P16** and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal.

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

- 11.2 Pursuant to paragraph 7.0 (Part-1, Section-II), the Bidder during online submission of its bid shall furnish as part of its Technical un-priced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 11.3 The Bid Security is required to protect the Company against the risk of bidder's conduct which would warrant the forfeiture of security pursuant to sub-paragraph 11.8 hereunder (Part-1, Section-II).
- 11.4 The Bid Security shall be denominated in the currency of the Bid, and shall be in the following forms:
- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Part-4, Proforma-A for the format) and valid for **30 days beyond the validity of the Bid**. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
 - b) A Cashier's/ Bankers Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).
- 11.5 Any Bid not secured in accordance with above-mentioned sub paragraphs will be rejected by Company as non-responsive, pursuant to paragraph 20.7 (Part-1, Section - II).
- 11.6 Unsuccessful bidder's Bid Security will be discharged and/or returned as promptly as possible but not later than 30 days after the expiry of Bid validity prescribed by Company, pursuant to paragraph 12.0 (Part-1, Section-II).
- 11.7 The successful bidder's Bid Security will be discharged upon the bidder's signing of the contract and furnishing the performance security.
- 11.8 The Bid Security will be forfeited:-
- a) If a bidder withdraws its Bid during the period of Bid validity (including any subsequent extension) specified by the bidder on the Bid Form, or
 - b) If a successful bidder fails:
 - i) To sign the Contract within reasonable time and within the period of bid validity or after acceptance of Letter of Award, and/or,
 - ii) To furnish performance security.
 - c) If the bidder furnishes fraudulent document/information in their bid.

NOTE: Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC/Directorate of Industries/SME (subject to furnishing proper evidence as per guidelines) are exempted from submitting Bid Security.

12.0 **PERIOD OF VALIDITY OF BIDS**

- 12.1 Bids shall remain valid for **120 days** after the date of Bid opening prescribed by Company. A Bid valid for a shorter period will be rejected by Company as non-responsive.
- 12.2 In exceptional circumstances, Company may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing (by Fax or email). The Bid Security provided under above mentioned paragraph 11.0 shall also be suitably extended. However, a bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will neither be required nor permitted to modify its Bid but shall arrange suitable validity extension of its bid security provided under para 11.0 above.

13.0 **FORMAT AND SIGNING OF BID**

- 13.1 As the Bids are to be submitted ON-LINE with digital signature, manual signature is not required.

D. SUBMISSION OF BIDS

14.0 **ON-LINE SUBMISSION:**

- 14.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.
- 14.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid Format and uploaded under the “Notes & Attachment” tab. All other techno-commercial documents other than the cost details to be submitted with un-priced bid as per tender requirement placed in the “un-priced” bid folder. No rate/price should be entered in Technical Bid; otherwise the offer will be rejected.
- 14.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [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.
- 14.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.

- 14.5 The Tender is invited under SINGLE STAGE TWO-BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-Commercial Unpriced Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the Technical RFx Response-> User - > Technical Bid only. The “TECHNICAL/UNPRICED BID” shall contain all techno-commercial details except the prices. Please go through the help document provided in OIL’s e-Portal in details before uploading the document.
- 14.6 **Details of prices as per Price Bid format (Part-2, Section-I, Proforma-II) can be uploaded as Attachment in the attachment link below tendering text in the attachment option under “Notes & Attachments”. A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.**

Please note that no price details should be uploaded in Technical RFx Response, otherwise the offer will be rejected.

The screenshot displays the 'Display RFx Response' window. At the top, there's a header bar with 'Display RFx Response:' and buttons for 'Edit', 'Print Preview', 'Refresh', 'Technical RFx Response', 'Close', and 'Withdraw'. Below this, a summary section shows 'RFx Response Number 60006452', 'RFx Number TEST2', 'Status RFx Resp', 'RFx Owner WIPRO_TEST1', and 'Total Value 0.00 INR'. A tabbed interface below the summary has tabs for 'RFx Information', 'Items', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. The 'Notes and Attachments' tab is selected, showing 'Basic Data' and 'Questions' sections. The 'Basic Data' section includes 'Event Parameters' with 'Currency: Indian Rupee', 'Detailed Price Information: Price with Conditions', and 'Terms of Payment: 9010 90% against despatch+10% after receipt'. A red arrow points from a text box to the 'Technical RFx Response' button. Another red arrow points from a text box to the 'Notes and Attachments' tab. At the bottom, there's a section for 'Partners and Delivery Information' with a table that currently shows 'The table does not contain any data'.

Go to this Tab “Technical RFx Response” for Uploading “Technical/ 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 “Technical/ 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 Number60006452

RFX NumberTEST2

StatusWithdrawn

Submission Deadline13.04.2013 11:00:00 INDIA

RFX OwnerWIPRO_TEST1

Total Value0.00 INR

RFX Response Version Number2

RFX Version Number5

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						

Bid on "EDIT" Mode

Area for uploading Technical/Unpriced Bid*

Area for uploading Priced Bid**

Note :

- * The “Technical/Un-priced Bid” shall contain all techno-commercial details **except the prices.**
- ** 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 the file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

SINGLE STAGE TWO BID SYSTEM shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

14.7 In Technical Bid Opening, only the **Technical RFX Response** will be opened. **Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.**

NB: All the Bids must be digitally signed using “Class-3” digital signature certificate with Organizations Name (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.

14.8 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. A scanned copy of Bid Security should be submitted with the Techno-commercial un-priced Bid in the “Technical RFX Response” tab.

14.9 **The Integrity Pact is applicable against this Tender.** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed herewith to 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 their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. **Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the Bidder shall be liable for rejection.** Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signs the Bid.

14.9.1 OIL has appointed Shri Raghaw Sharan Pandey, Former Secretary, MOP & NG IAS (Retd.) and Shri Rajiv Mathur, IPS (Retd.) as Independent Monitor (IEMs) to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent Monitor for any matter related to this Invitation for Bid (IFB) at the e-mail ID available in Proforma-III.

14.10 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Power of Attorney for Signing the Bid
- (iii) Other documents required to be submitted in original as per tender requirement, if any.

15.0 **DEADLINE FOR SUBMISSION OF BIDS**

15.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M&C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

15.2 **No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.**

16.0 **EXTENSION OF BID SUBMISSION DATE/TIME:**

16.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the

specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

- 16.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.
- 16.3 In case of extension of Bid Closing Date of the Tender where a Bidder has already submitted his Bid with requisite Bid Security and Bid Validity within the original Bid Closing Date, such bidders will be asked to confirm extension of their Bid Security and Bid Validity after opening the Bids. Offers from such Bidders will be considered if they extend Bid Security and Bid Validity for the corresponding period of extension of Bid Closing date upon request from OIL. Otherwise the bid will be rejected.

17.0 FORMAT OF BID SUBMISSION:

- 17.1 Bids are to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 17.2 The offer should contain complete specifications, details of the services, key personnel and equipment/accessories offered together with other relevant document/literature/catalogue etc. The Bid Security (Scanned Copy) mentioned in para 11.0 above should be uploaded with the Technical Bid. **The price information should not be put along with the Technical Bid.**
- 17.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document. Bidders are requested to state their compliance/non-compliance to tender clauses as per Part-2, Section-I, **PROFORMA-I.**

18.0 LATE BIDS

- 18.1 Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. The Company will not be responsible for any failure to upload the Bids due to last minute rush or due to any reason.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/correction, the Bidder has to request CHIEF MANAGER (M&C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

- 19.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to the Company prior to Bid Closing without forfeiting their Bid Security.
- 19.3 Bids should not be withdrawn during 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.

E. BID OPENING AND EVALUATION

20.0 OPENING OF BIDS BY THE COMPANY

- 20.1 The Company will open the Bids, including submissions made pursuant to para 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter (format enclosed) from the bidder at the time of opening of tender. Unless this Letter is presented, the representative will not be allowed to attend the tender opening. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. **Only one representative against each bid will be allowed to attend.**
- 20.2 Bid (if any) for which an acceptable notice of withdrawal is received pursuant to above-mentioned clause 19.0 shall not be opened. On opening the remaining bids, the Company will examine the same to determine whether these are complete, requisite Bid Securities have been furnished, documents have been properly signed and the Bids are generally in order.
- 20.3 At bid opening, the Company will announce the Bidders' names, written notifications of bid withdrawal, if any, and such other details including submission of requisite Bid Security etc. as the Company may consider appropriate.
- 20.4 The Company shall prepare, for its own records, Minutes of Bid Opening including the information disclosed to those present in accordance with above sub-clauses.
- 20.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidders for clarifications on their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. **Bidder shall mention the name, designation, address, e-mail & fax number of the contact person authorized for providing clarifications on their bids.** All the clarifications shall be in writing and duly signed by authorized person. Clarification through e-mail should also be signed, scanned and sent in **pdf** format followed by confirmation in hard copy. Bidder must respond to clarification within the time limit as given by the Company.
- 20.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a

substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, 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 evidences.

20.7 A Bid determined as not substantially responsive will be rejected by the Company and cannot subsequently be made responsive by the Bidder through corrections of the non-conformities.

20.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

21.0 **OPENING OF COMMERCIAL (PRICED) BIDS :**

21.1 The Company will open the Commercial (Priced) Bids of the technically qualified Bidders on a specific pre-determined date in presence of representatives from the interested qualified bidders. Technically qualified Bidders will be intimated about the price bid opening date in advance.

21.2 The Company will examine the Priced Bids to determine whether they are complete, any computational errors have not been made, the documents have been properly signed, and the bids are generally in order.

21.3 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 any Bidder does not accept the correction of the errors, his/her bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.0 **EVALUATION AND COMPARISON OF BIDS:**

22.1 The Company will evaluate and compare the Commercial (Priced) Bids as per Bid Evaluation Criteria (Part-2, Section-I) of the tender document.

23.0 **CONTACTING THE COMPANY**

23.1 Except as otherwise provided in paragraph 19.0 hereinabove, no bidder shall contact the 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 the Company vide para 20.0

- 23.2 **Any effort by a bidder to influence the Company in Company's Bid evaluation, Bid comparison or Contract award decisions, may result in rejection of that bidder's Bid.**

F. AWARD OF CONTRACT

24.0 AWARD CRITERIA

- 24.1 The Company will award the Contract to the bidder, whose Bid has been determined to be substantially responsive and to have offered the lowest evaluated cost, provided further that the bidder is determined by the Company to be qualified to perform the Contract satisfactorily.

25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

- 25.1 The Company reserves the right to accept any bid and to reject any or all bids and /or to annul the bidding in entirety, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the grounds for Company's action.

26.0 NOTIFICATION OF AWARD OF CONTRACT

- 26.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful bidder in writing by registered letter or fax to be confirmed in writing by registered /couriered letter) that their Bid has been accepted.

- 26.2 **The notification of award will constitute the formation of the Contract.**

27.0 SIGNING OF CONTRACT

- 27.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the Contract or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.
- 27.2 Within 15 days of receipt of the Draft Contract document, the successful bidder shall depute their authorized person having Power of Attorney to OIL's office at Jodhpur to sign the Contract or shall return it to Company with their comments on it, if any.

28.0 PERFORMANCE SECURITY:

- 28.1 Within two weeks of receipt of notification of award of Contract from the Company, the successful Bidder shall furnish the Performance Security for an amount specified in the Forwarding Letter in the Performance Security Form as provided in the Bidding Document (Ref. Part-4, Profoma-B) from any Scheduled Bank located in India. The Performance Security shall be payable

to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

- 28.2 The Bank Guarantee should be allowed to be encased at all branches within India.
- 28.3 The performance security specified above must be valid for 6 (six) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 7.5% of the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 28.4 Upon the successful bidder's furnishing of performance security, the Company will promptly notify each unsuccessful bidder and will discharge their Bid security, pursuant to paragraph 11.0 of Section-II, hereinabove.
- 28.5 Failure of the successful bidder to comply with the requirements of paragraph 27.0 or 28.0 herein above shall constitute sufficient grounds for the annulment of award of Contract and forfeiture of the Bid Security, in which Event Company may award the Contract to the next lowest bidder or call fresh bids or negotiate with the next lowest bidder.
- 28.6 **INVOCATION OF PERFORMANCE BANK GUARANTEE:**
- (a) In the event of Service Provider failing to honour any of the commitments entered into under the Contract and/or in respect of any amount due from the Service Provider to the Company, the Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
 - (b) In the event of the Service Provider failing to mobilize the equipment/tools and crew within the stipulated period irrespective of any reasons whatsoever.
- 29.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.
- 30.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall then be forfeited and the firm shall be debarred for 2 (two) years from the date of default.
- 31.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party

debarred for period of 3 (three) years from date of detection of such fraudulent act, besides the legal action.

31.0 **SECRECY OF BID DOCUMENT**

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

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

33.0 General Health, Safety and Environment aspects will be as per the terms set forth in Part-4, Appendix-A.

34.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in Part-4, Appendix-B.

(END OF SECTION-II)

(END OF PART-1)

PART-2

SECTION-I

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

I. BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid 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.

1.0 TECHNICAL

1.1 The Bidder should have experience in Laying, welding, fabrication, and commissioning of cross country pipe lines or process pipe lines for Natural gas services, Crude oil and Petroleum products. Documentary evidence confirming their experience for any installation as above will be required failing which the offer will be rejected.

1.2 Contractor must quote for all the jobs/items under this contract. No part job will be considered.

1.3 All welders engaged by the Contractor should have experience to carryout welding as per API-1104 and under all weather conditions and at all positions, (underground, vertical, horizontal and overhead). Documentary evidence in support of welder's qualification will be required along with the bid.

1.4 No Sub-contracting will be allowed. Contractor to confirm categorically that all the jobs under this contract will be executed by them only without any sub-letting.

1.5 Contractor to comply with all terms and conditions of NIT including Technical qualifications given under Special Terms & Conditions.

2.0 Bidder's Eligibility Criteria:

2.1 The bidder must have experience of successfully completing similar job(s) of following magnitude in the last 7 (Seven) years as on the bid closing date with PSUs / Central / State Govt. Organisations.

- i) 1 (One) similar completed work costing not less than INR 2.98 Crore. Or
- ii) 2 (Two) similar completed work each consisting not less INR 1.86 Crore.
Or
- iii) 3 (Three) similar completed work each consisting not less than INR 1.49 Crore

Similar work means the following nature of job: Construction of Crude Oil/Gas transportation welded pipe lines conforming to API- 1104 along with all associated job as per applicable and relevant codes/standards.)

Note: Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to which such services have been rendered.

3.0 FINANCIAL:

Financial capability: Bidders must have,

3.1 Average Annual financial turnover as per Audited Annual Reports for the last three accounting years (ending 31st March 2015) should not be less than INR 1.12 Crore

3.2 For Proof of Annual Turnover any of the following documents /photocopy must be furnished

3.3 A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business and Audited Balance Sheet and Profit & Loss account.

4.0 COMMERCIAL:

4.1 Bids are invited from reputed capable Bidders under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender in **Technical RFx Response Tab** and the Price Bid as per the **Price Bid Format under Notes and Attachment Tab**. Any offer not complying with the above will be rejected straightway.

4.2 In Technical Bid opening, only the **Technical RFx Response Tab** will be opened. Therefore, the bidder should ensure that Technical Bid is uploaded in the **Technical RFx Response->User->Technical Bid Tab** Page only. No price should be given in above **Technical RFx Response Tab**; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in details before uploading the documents.

4.3 Deleted

4.4 Prices/Rates should be quoted in Indian Rupees and Price Bid Format has been uploaded in e-Tender portal. Bidder should upload their price bid under Notes and Attachment tab and as per the format provided.

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

4.6 Bid Security in original must reach the office of **Chief Manager (M & C), Oil India Limited, Rajasthan Project, 2A, District Shopping Center, Saraswati Nagar, Basni, Jodhpur – 342 005**, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. However, timely delivery of the Bid-Security to the Office of Chief Manager (M&C) is the sole responsibility of the bidder. The amount of Bid Security shall be as specified in the “Forwarding Letter”. Scanned copy of this Bid Security should also be submitted / uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India/SME are exempted from submission of bid security against this tender provided they submit valid documentary evidence as per guideline. Bid security must be valid for **30** days more than the validity of bid. Bids with Bid security not having above minimum validity will be rejected.

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

If bid security in ORIGINAL of requisite Amount (please refer Forwarding Letter) and requisite validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.

In case of extension of Bid Closing date against the tender where a bidder has already submitted his bid with requisite bid security validity within the original B.C. Date, such bidders will extend validity of bid security covering the extended period of the bid closing date.

4.7 Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (PROFORMA-II)**, otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, ‘**NIL**’ should be mentioned against such part of work.

4.8 Bids received by Company after the Bid Closing Date and Time will be rejected.

4.9 The User ID and Password issued by the Company are not transferable. Offers made by bidders who have not been issued User ID/password and permitted to quote will be rejected.

4.10 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.

4.11 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

4.12 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [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.

4.13 There must be no exception to the following Clauses including sub-clauses; otherwise the Bid will be rejected:

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Withholding Clause
- Applicable Law Clause
- Liquidated Damages & Penalty Clause
- Liability Clause

5.0 GENERAL:

5.1 The compliance statement (PROFORMA-I) should be fully filled up and should form a part of technical bid. In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exceptions/deviations if the bidder does not withdraw/modify the same when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.

5.2 To ascertain the substantial responsiveness of the bid the Company also reserves the right to ask the bidder for clarifications in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

5.3 If any of the clauses in the BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

5.4 Any exception or deviation to the tender requirements must be tabulated in PROFORMA-I of this section by the Bidder in their Technical Bid only. **Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the tender.**

5.5 The Integrity Pact Proforma (PROFORMA-III) must be returned by the bidder (along with the Technical Bid) duly signed digitally by the same signatory who signs the Bid. **Bid not accompanied by the Integrity Pact Proforma duly signed digitally shall be liable for rejection.**

5.6 The Company also reserves the right to cancel/withdraw the Tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds for Company's action. The bidder must confirm their acceptance to this clause in their respective bids.

II. BID EVALUATION CRITERIA (BEC):

- 1.0 The bids conforming to services required, technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will only be considered for further evaluation as per Bid Evaluation Criteria.
- 2.0 The Bids shall be technically evaluated based on the requirements given in Part-3, Section – IV (Terms of Reference/Scope of works/Technical Specifications). The various requirements including personnel to be deployed by the bidder should meet the tender terms given in the bid document.
- 3.0 Price Bids of only the technically qualified bidders will be opened on a predetermined date and the same will be evaluated taking in to account the sum total cost of all components quoted by the bidders as per Price Bid Format (PROFORMA – II) and the contract will be awarded to the lowest evaluated bidder.
- 4.0 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 bid will be rejected."
- 5.0 Evaluation of Bids will be as per enclosed Proforma – II for arriving at the total estimated cost of the contract. The headings(s) mentioned in Proforma-II are summarized one for which the details are provided in **Part-3, Section- IV** of the tender document. Priced Bids will be evaluated on the basis of total cost arrived and the contract will be signed with successful bidder accordingly.
- 6.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the services required as per Schedule of Rates and payment including all applicable statutory levies, taxes and duties including Service Tax.
- 7.0 Unconditional Discounts/Rebates if any given in the bid or along with bid will be considered for evaluation.

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

discount/rebate, the contract shall be awarded after taking into consideration such discount/rebate.

NOTE: If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BEC/BRC shall prevail.

PROFORMA -I

STATEMENT OF COMPLIANCE

(Only exceptions/deviations to be rendered)

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

(Authorised Signatory)

Name of the bidder_____

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

PROFORMA-II

PRICE BID FORMAT

Sl No	Description	Unit	Qty	Rate	Amount
1	Mobilization and DE-mobilization to and from the site.	No of Mob. + Demob	10		
2	Transportation of 88.9mm (3.5") OD S.S pipe and pipe fitting from OIL Hamira go-down or other place to the work site at DND/TOT field by approved trailers. The job include loading & off loading of the pipe through approved means without damaging the pipes and pipe ends. Off loading will be done at place along the ROW and recommended by OIL representatives Weight of pipes : 15.3 Kg/M. Maximum Distance from Hamira to work site : 185KM.	TKM	225000		
3	Stringing of pipes along ROW by manual or any other mechanical means, approved by Oil representative, along with ROW.	M	79000		
4	Swabbing & cleaning of pipe bore	M	79000		
5	Repair of pipe ends by gas cutting, machining, grinding etc. And making them true for welding. In case pipe ends are damaged prior to repairing the pipe at site the contractor shall obtain approval by OIL representative who shall be given after physical verification only. This repair shall not include minor repair which will be a part of alignment job. The jacking out operation of pipe ends shall come under this.Note: The contractor will charge only the first 500 ends against the contract and the subsequent ends will be repaired/ prepared free of cost.	NO	16000		
6	Welding of pipe joints 88.9mm OD S.S 304 L including welding of butt welding fittings like Tee, Elbow, Flanges and Bends etc., to make a continues length using requisite number of welding runs. The welding shall strictly confirm to API-1104. The electrodes used shall be of suitable gauge and specification of E6010/E7010 or as recommended in relevant API code. The electrodes shall be tested and approved prior to welding. The welders engaged for the job must have sufficient experience in similar jobs and have necessary valid certificates. (Not older than six months) pertaining to welder qualification will be required prior to engagement. Welders will be subjected to qualification / eligibility test conducted by OIL representatives and only the	NO	9050		

	approved welders will be allowed to be engaged for the job.				
7	Fabrication of standard line pipe bends (cold/ hot) out of 88.9 mm SS.304L pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality. Up to 22.50 deg.	NO	100		
8	Fabrication of standard line pipe bends (cold/ hot) out of 88.9 mm SS.304L pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality. Above 22.5 deg. up to 45 deg.	NO	125		
9	Fabrication of standard line pipe bends (cold/ hot) out of 88.9 mm SS.304L pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality. Above 45 deg. Up to 90 deg.	NO	70		
10	Installation of 139.7mm / 177.8 mm dia. casing pipe, length 9-10 Meter over the pipe line wherever necessary as per the advice of OIL representatives.	NO	65		
11	Hooking up of pairs of matching flanges with studs and nuts and by putting gaskets in between after proper alignment and without any stress on the line	NO	80		
12	Fixing of 88.9 mm NBx 50.8 mm NB forged reducers made out of ASTM-A-182 Gr. F-304L , Schedule 80, thicken 7.14 mm. Dimensional details as per ASME B 16.9 reducer supplied by the Company.	NO	80		
13	Installation of 50.8 mm Gate Valve on the line and hooking up the same with pair of matching /companion flanges with Studs & Nuts and Gasket.	NO	30		
14	Welding and fixing of 50.8 mm WN flange on the line	NO	90		
15	Radiography Inspection of weld joints as per API 1104 BY BARC approved inspection agency. Weld joints to be radio graphed Shall be selected at random weld joints as per advised by OIL . All necessary equipments and inspection agency to be arranged and engaged by the Contractor.	NO	1200		

	Weld joints if found defective, shall be repaired by the Contractor at their cost.				
16	Excavation of open trench along ROW minimum depth shall be 1.5 M and having approx. 600 mm width at the top and 300 mm at the bottom. The bottom and the sides of the trench should be smoothly contoured / finished to accommodate the welded section of the pipe without any strain. The trench shall be inspected by OIL representatives before lowering of pipes.	M	79000		
17	Lowering of pipe line to the bottom of the trench without any stress or strain and without causing any damage to the pipeline/ weld joints. After lowering of pipeline the trench shall be back filled with previously dug earth and ramming. The top surface of the backfilled trench shall be 300 mm over the original level for visual identification and settlement in future.	M	79000		
18	Hydraulic testing of each (Part) pipeline at a pressure of 150 Kg/ cm ² as per advice of Company's site engineer. Pressure gauge, pressure recorder with chart etc. Required for the purpose shall be provided by OIL. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. Oil will provide water at free of cost from the source (40 km away from site). Contractor to arrange transportation of water on his own cost. Before pressurising the line all the trapped air shall be vented out after filling in water. Contractor shall all the men power, supervisor and consumable required for the job and test will be witnessed by OIL representative. After successful testing all the filled water shall be bleed/ purged off to make the line dry and usable and handover to the company(OIL). Any defective arise shall be repaired by contractor at his own cost.	Lump sum	10		
19	Marker Post: to fabricate 2 M height marker post out of 73.025 mm O.D pipe and 1.5 mm thick 100mmX 200 mm M.S. Plate. These shall be painted with golden yellow paint and finally "Arrow" marked with black colour paint. The post shall be erected over ground along the ROW with C.C.(1:2:4) grouting the height of the post above ground level after grouting shall be 1000 mm. all the material required for the job except 73.025 mm O.D. pipes shall be supplied by OIL.	NO	450		
20	Transportation of 73.025 mm OD Tubing pipe and pipe fitting from OIL Hamira go-down or other place to the work site at DND/TOT field by approved trailers. The job include loading & off loading of the pipe through approved means	TKM	20000		

	without damaging the pipes and pipe ends. Off loading will be done at place along the ROW and recommended by OIL representatives Weight of pipes : 6.5PPF. Maximum Distance from Hamira to work site : 185KM.				
21	Stringing of pipes along ROW by manual or any other mechanical means, approved by Oil representative, along with ROW.	Meter	20000		
22	Swabbing & cleaning of pipe bore	Meter	20000		
23	Repair of pipe ends by gas cutting, machining, grinding etc. And making them true for welding. In case pipe ends are damaged prior to repairing the pipe at site the contractor shall obtain approval by OIL representative who shall be given after physical verification only. This repair shall not include minor repair which will be a part of alignment job. The jacking out operation of pipe ends shall come under this.Note: The contractor will charge only the first 500 ends against the contract and the subsequent ends will be repaired/ prepared free of cost.	NO	16000		
24	Welding of pipe joints (73.025 mm OD) including welding of butt welding fittings like Tee, Elbow, Flanges and Bends etc., to make a continues length using requisite number of welding runs. The welding shall strictly confirm to API-1104. The electrodes used shall be of suitable gauge and specification of E6010/E7010 or as recommended in relevant API code. The electrodes shall be tested and approved prior to welding. The welders engaged for the job must have sufficient experience in similar jobs and have necessary valid certificates. (Not older than six months) pertaining to welder qualification will be required prior to engagement. Welders will be subjected to qualification / eligibility test conducted by OIL representatives and only the approved welders will be allowed to be engaged for the job.	NO	900		
25	Fabrication of standard line pipe bends (cold/ hot) out of 73.025 mm pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality.Up to 22.50 deg.	NO	20		
26	Fabrication of standard line pipe bends (cold/ hot) out of 73.025 mm pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the	NO	30		

	company have the right to accept/ reject the bend by inspection of ovality.Above 22.5 deg. up to 45 deg.				
27	Fabrication of standard line pipe bends (cold/ hot) out of 73.025 mm pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality.Above 45 deg. Up to 90 deg.	NO	25		
28	Installation of 139.7mm / 177.8 mm dia. casing pipe, length 9-10 Meter over the pipe line wherever necessary as per the advice of OIL representatives.	NO	10		
29	Hooking up of pairs of matching flanges with studs and nuts and by putting gaskets in between after proper alignment and without any stress on the line	NO	20		
30	Fixing of 73.025 mm NBx 50.8 mm NB forged reducers made out of ASTM-A-182 Gr. Dimensional details as per ASME B 16.9 reducer supplied by the Company.	No	20		
31	Installation of 50.8 mm Gate Valve on the line and hooking up the same with pair of matching /companion flanges with Studs & Nuts and Gasket.	NO	10		
32	Welding and fixing of 50.8mm WN flange on the line	NO	30		
33	Radiography Inspection of weld joints as per API 1104 BY BARC approved inspection agency. Weld joints to be radio graphed Shall be selected at random weld joints as per advised by OIL . All necessary equipments and inspection agency to be arranged and engaged by the Contractor. Weld joints if found defective, shall be repaired by the Contractor at their cost.	NO	150		
34	Excavation of open trench along ROW minimum depth shall be 1.5 M and having approx. 600 mm width at the top and 300 mm at the bottom. The bottom and the sides of the trench should be smoothly contoured / finished to accommodate the welded section of the pipe without any strain. The trench shall be inspected by OIL representatives before lowering of pipes.	M	20000		
35	Lowering of pipe line to the bottom of the trench without any stress or strain and without causing any damage to the pipeline/ weld joints. After lowering of pipeline the trench shall be back filled with previously dug earth nand ramming. The top surface of the backfilled trench shall be 300 mm over the original level for visual	M	20000		

	identification and settlement in future.				
36	Hydraulic testing of each (Part) pipeline at a pressure of 150 Kg/ cm ² as per advice of Company's site engineer . Pressure gauge , pressure recorder with chart etc. Required for the purpose shall be provided by OIL. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. Oil will provide water at free of cost from the source (40 km away from site). Contractor to arrange transportation of water on his own cost. Before pressurising the line all the trapped air shall be vented out after filling in water. Contractor shall all the men power, supervisor and consumable required for the job and test will be witnessed by OIL representative. After successful testing all the filled water shall be bleed/ purged off to make the line dry and usable and handover to the company(OIL). Any defective arise shall be repaired by contractor at his own cost.	Lump sum	3		
37	Marker Post: to fabricate 2 M height marker post out of 73.025 mm O.D pipe and 1.5 mm thick 100mmX 200 mm M.S. Plate. These shall be painted with golden yellow paint and finally "Arrow" marked with black colour paint. The post shall be erected over ground along the ROW with C.C.(1:2:4) grouting the height of the post above ground level after grouting shall be 1000 mm . all the material required for the job except 73.025mm O.D. pipes shall be supplied by the contractor.	NO	115		

Note:

- 1.0 Quantities shown against each of above items/services are for bid evaluation purpose only. However, payment to the contractor will be done on the basis of actual utilization/deployment.
- 2.0 Rates quoted above must be inclusive of all taxes, duties and levies including Service Tax etc. However, the quantum included towards same must be indicated separately.

PROFORMA-III

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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 5** substantive suspicions 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.

(Page – 2 of 5)

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed Contract 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 credibility 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.

(Page – 3 of 5)

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 Contracts 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.

(Page – 4 of 5)

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 Contract.
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 Contract, 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 Contract is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side Contracts have not been made.
- 3. If the Contractor is a partnership or a consortium, this Contract must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this Contract turn out to be invalid; the remainder of this Contract remains valid. In this case, the parties will strive to come to an Contract to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. JODHPUR.
Date

NAME OF INDEPENDENT EXTERNAL MONITOR:

- (i) SRI RAGHAW SHARAN PANDEY, IAS (Retd.),
Former Secretary, MOP & NG,
E-mail ID: rspandey_99@yahoo.com
- (ii) SRI RAJIV MATHUR, IPS (Retd.)
E-mail ID: rajivmathur23@gmail.com

(END OF SECTION-I)
(END OF PART-2)

PART-3

SECTION – I

GENERAL TERMS AND CONDITIONS

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" mean the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" mean the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "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.
- (i) "Wilful 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 (Successful Bidder) in writing (through Letter of Award) that it has been awarded the contract.

2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. shall be completed by Contractor within 30 (thirty) days from the date of issue of Letter of Award by Company.

2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed by Contractor in all respects shall be treated as Date of Commencement of Contract.

2.4 **DURATION OF CONTRACT:** The duration/completion time of the Contract shall be 2 (two) years from the date of Commencement of Contract.

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 (Part-3, Section IV) in most economic and cost effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

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

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

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of

the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

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

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

6.0 WARRANTY AND REMEDY OF DEFECTS:

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

6.2 Should Company discover at any time during the tenure of the Contract or within 3 months from the date of Completion of Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ;

or

- (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

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

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

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

8.0 **TAXES:**

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

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

8.8 Service Tax: The price excludes Services Tax and the service tax as applicable shall be to the Company account. However, the Service Tax amount shall be paid directly by the Contractor (Service provider) (if applicable), which will be reimbursed to the Contractor on the basis of the documentary evidence.

9.0 INSURANCE:

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore :

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.

- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

10.0 CHANGES:

10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates. 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 up to 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 up to 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:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd 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)
Up to INR 5 Crore	Within 8 months
Above INR 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, Department 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 Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

Company:		Contractor:
For contractual matters	For technical matters	
Chief Manager (M&C)	Head-Production	
OIL INDIA LIMITED	OIL INDIA LIMITED	
Rajasthan Project	Rajasthan Project	
Jodhpur-342005	Jodhpur-342005	Fax No.:
		Tel. No.:
		E-mail:

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

15.0 SUBCONTRACTING/ASSIGNMENT:

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

16.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

17.0 LIQUIDATED DAMAGES

17.1 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total contract value (including mobilisation cost), per week or part thereof for delay subject to maximum of 7.5% of the total contract value. 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 No. 2.0 of Section – I, Part-3.

In case of delay in completion of the Project, if contractor so desires, OIL may accept a Bank Guarantee from the contractor towards the maximum amount of LD applicable as per relevant clause of the contract. The unconditional and irrevocable Bank Guarantee shall be drawn in favour of OIL from a scheduled Bank as per the Proforma given in the Contract document or provided by OIL separately. The Bank Guarantee shall be initially valid from the date of submission upto a period of one year beyond the revised completion date and shall be kept valid till the final settlement is arrived either mutually or through conciliation / Arbitration/ Court. Upon submission of the Bank Guarantee and its acceptance by OIL, the amount withheld on account of Liquidated Damages as per relevant clause on LD, shall be released to the contractor. After final settlement of the issue regarding levy of LD as per the provisions of the contract, the applicable LD shall be remitted by the contractor to OIL, failing which the amount of LD shall be recovered by invoking the Bank Guarantee.

17.2 If the Contractor fails to mobilise as per clause No. 2.2 of Section-I, Part-3, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

18.0 PERFORMANCE SECURITY: The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 7.5 % of Contract Value) valid till _____ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 Deleted

20.0 LABOUR: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

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

21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or

death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

22.0 INDEMNITY AGREEMENT:

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

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

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

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

24.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party

supplier(s) of the items/ consumables shall be made after receipt of goods at Site duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

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

24.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

24.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

24.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

24.6 Contractor will submit six sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

24.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

24.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 24.6 above.

24.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

24.10 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor :

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.

- d) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

24.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

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

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

- a) For non-completion of jobs assigned as per Tender.
- 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 Jodhpur..

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 RST Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Rajasthan 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 wilful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

31.0 WAIVER: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

(END OF SECTION-I)

PART-3

SECTION – II

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL

- 1.1** Company may depute more than one representative to act on its behalf for overall co-ordination and operation management at location. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorized and notified by the company in writing. He shall liaise with the contractor; monitor the progress so as to ensure the timely/ orderly completion of jobs. He shall also have the authority to oversee the execution of jobs by the contractor and to ensure compliance of provisions of the contractor.

2.0. PROVISION OF PERSONNEL AND FACILITIES

- 2.1** The Contractor shall provide competent and experienced welders, operators & engineers for the services as per provision of this contract. On company's request, contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of company. The contractor shall provide the supporting staff at their own expenses. Documentary evidences, identity cards etc, shall be submitted by the contractor in support of the bio-data against which company's representative will certify completeness of mobilization of the contractor for start of operations.
- 2.2** The contractor shall be responsible for, and shall provide for all requirements other than personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation, vacation, salaries and all amenities, termination payment at no charge to the company.

3.0 EMPLOYMENT OF OFFICIAL OF THE COMPANY

Firms/contractors who have or had business relations with the company are advised not to employ serving company employees without its prior permission. It is also advised not to employ ex-personnel of the company within the initial two years period after their retirements/resignations/severance from the service without specific permission of the company. Company may decide not to deal with such firm(s)/Contractors who fail to comply with the advice.

-END OF SECTION-II-

PART-3

SECTION – III

BID FORM

(A) BID FORM

Date :
Tender No. : CJI-8147-P16

Sis/Madam

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 Scope of Work for the sum (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 forms part of this bid.

We undertake, if our bid is accepted, to commence the work within 30 (thirty) days calculated from the date of issue of Letter of Award by the Company.

If our bid is accepted, we will submit the **Bank Guarantee** not exceeding **7.5% of total Contract Value** for the due performance of the Contract.

We agree to abide by this bid for a period of 120 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry 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 thisday of 2015.

Signature
(in the capacity of)
Bidder's Name:
Bidder's Full Address:

(B) PRICE SCHEDULE DETAILS: Alongwith the technical bid, the bidder has to upload following schedule of works without indicating the prices complying all commercial terms and conditions. Bidders are requested to put the term “Quoted” against the line items of the price bid format while submitting as a part of technical (unpriced) bid.

Sl No	Description	Unit	Qty	Rate	Amount
1	Mobilization and DE-mobilization to and from the site.	No of Mob. + Demob	10		
2	Transportation of 88.9mm (3.5") OD S.S pipe and pipe fitting from OIL Hamira go-down or other place to the work site at DND/TOT field by approved trailers. The job include loading & off loading of the pipe through approved means without damaging the pipes and pipe ends. Off loading will be done at place along the ROW and recommended by OIL representatives Weight of pipes : 15.3 Kg/M. Maximum Distance from Hamira to work site : 185KM.	TKM	225000		
3	Stringing of pipes along ROW by manual or any other mechanical means, approved by Oil representative, along with ROW.	M	79000		
4	Swabbing & cleaning of pipe bore	M	79000		
5	Repair of pipe ends by gas cutting, machining, grinding etc. And making them true for welding. In case pipe ends are damaged prior to repairing the pipe at site the contractor shall obtain approval by OIL representative who shall be given after physical verification only. This repair shall not include minor repair which will be a part of alignment job. The jacking out operation of pipe ends shall come under this.Note: The contractor will charge only the first 500 ends against the contract and the subsequent ends will be repaired/ prepared free of cost.	NO	16000		
6	Welding of pipe joints 88.9mm OD S.S 304 L including welding of butt welding fittings like Tee, Elbow, Flanges and Bends etc., to make a continues length using requisite number of welding runs. The welding shall strictly confirm to API-1104. The electrodes used shall be of suitable gauge and specification of E6010/E7010 or as recommended in relevant API code. The electrodes shall be tested and approved prior to welding. The welders engaged for the job must have sufficient experience in similar jobs and have necessary valid certificates. (Not older than six months) pertaining to welder qualification will be required prior to engagement. Welders will be subjected to qualification / eligibility test conducted by OIL representatives and only the	NO	9050		

	approved welders will be allowed to be engaged for the job.				
7	Fabrication of standard line pipe bends (cold/ hot) out of 88.9 mm SS.304L pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality. Up to 22.50 deg.	NO	100		
8	Fabrication of standard line pipe bends (cold/ hot) out of 88.9 mm SS.304L pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality. Above 22.5 deg. up to 45 deg.	NO	125		
9	Fabrication of standard line pipe bends (cold/ hot) out of 88.9 mm SS.304L pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality. Above 45 deg. Up to 90 deg.	NO	70		
10	Installation of 139.7mm / 177.8 mm dia. casing pipe, length 9-10 Meter over the pipe line wherever necessary as per the advice of OIL representatives.	NO	65		
11	Hooking up of pairs of matching flanges with studs and nuts and by putting gaskets in between after proper alignment and without any stress on the line	NO	80		
12	Fixing of 88.9 mm NBx 50.8 mm NB forged reducers made out of ASTM-A-182 Gr. F-304L , Schedule 80, thicken 7.14 mm. Dimensional details as per ASME B 16.9 reducer supplied by the Company.	NO	80		
13	Installation of 50.8 mm Gate Valve on the line and hooking up the same with pair of matching /companion flanges with Studs & Nuts and Gasket.	NO	30		
14	Welding and fixing of 50.8 mm WN flange on the line	NO	90		
15	Radiography Inspection of weld joints as per API 1104 BY BARC approved inspection agency. Weld joints to be radio graphed Shall be selected at random weld joints as per advised by OIL . All necessary equipments and inspection agency to be arranged and engaged by the Contractor.	NO	1200		

	Weld joints if found defective, shall be repaired by the Contractor at their cost.				
16	Excavation of open trench along ROW minimum depth shall be 1.5 M and having approx. 600 mm width at the top and 300 mm at the bottom. The bottom and the sides of the trench should be smoothly contoured / finished to accommodate the welded section of the pipe without any strain. The trench shall be inspected by OIL representatives before lowering of pipes.	M	79000		
17	Lowering of pipe line to the bottom of the trench without any stress or strain and without causing any damage to the pipeline/ weld joints. After lowering of pipeline the trench shall be back filled with previously dug earth and ramming. The top surface of the backfilled trench shall be 300 mm over the original level for visual identification and settlement in future.	M	79000		
18	Hydraulic testing of each (Part) pipeline at a pressure of 150 Kg/ cm ² as per advice of Company's site engineer. Pressure gauge, pressure recorder with chart etc. Required for the purpose shall be provided by OIL. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. Oil will provide water at free of cost from the source (40 km away from site). Contractor to arrange transportation of water on his own cost. Before pressurising the line all the trapped air shall be vented out after filling in water. Contractor shall all the men power, supervisor and consumable required for the job and test will be witnessed by OIL representative. After successful testing all the filled water shall be bleed/ purged off to make the line dry and usable and handover to the company(OIL). Any defective arise shall be repaired by contractor at his own cost.	Lump sum	10		
19	Marker Post: to fabricate 2 M height marker post out of 73.025 mm O.D pipe and 1.5 mm thick 100mmX 200 mm M.S. Plate. These shall be painted with golden yellow paint and finally "Arrow" marked with black colour paint. The post shall be erected over ground along the ROW with C.C.(1:2:4) grouting the height of the post above ground level after grouting shall be 1000 mm. all the material required for the job except 73.025 mm O.D. pipes shall be supplied by OIL.	NO	450		
20	Transportation of 73.025 mm OD Tubing pipe and pipe fitting from OIL Hamira go-down or other place to the work site at DND/TOT field by approved trailers. The job include loading & off loading of the pipe through approved means	TKM	20000		

	without damaging the pipes and pipe ends. Off loading will be done at place along the ROW and recommended by OIL representatives Weight of pipes : 6.5PPF. Maximum Distance from Hamira to work site : 185KM.				
21	Stringing of pipes along ROW by manual or any other mechanical means, approved by Oil representative, along with ROW.	Meter	20000		
22	Swabbing & cleaning of pipe bore	Meter	20000		
23	Repair of pipe ends by gas cutting, machining, grinding etc. And making them true for welding. In case pipe ends are damaged prior to repairing the pipe at site the contractor shall obtain approval by OIL representative who shall be given after physical verification only. This repair shall not include minor repair which will be a part of alignment job. The jacking out operation of pipe ends shall come under this.Note: The contractor will charge only the first 500 ends against the contract and the subsequent ends will be repaired/ prepared free of cost.	NO	16000		
24	Welding of pipe joints (73.025 mm OD) including welding of butt welding fittings like Tee, Elbow, Flanges and Bends etc., to make a continues length using requisite number of welding runs. The welding shall strictly confirm to API-1104. The electrodes used shall be of suitable gauge and specification of E6010/E7010 or as recommended in relevant API code. The electrodes shall be tested and approved prior to welding. The welders engaged for the job must have sufficient experience in similar jobs and have necessary valid certificates. (Not older than six months) pertaining to welder qualification will be required prior to engagement. Welders will be subjected to qualification / eligibility test conducted by OIL representatives and only the approved welders will be allowed to be engaged for the job.	NO	900		
25	Fabrication of standard line pipe bends (cold/ hot) out of 73.025 mm pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality.Up to 22.50 deg.	NO	20		
26	Fabrication of standard line pipe bends (cold/ hot) out of 73.025 mm pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the	NO	30		

	company have the right to accept/ reject the bend by inspection of ovality.Above 22.5 deg. up to 45 deg.				
27	Fabrication of standard line pipe bends (cold/ hot) out of 73.025 mm pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality.Above 45 deg. Up to 90 deg.	NO	25		
28	Installation of 139.7mm / 177.8 mm dia. casing pipe, length 9-10 Meter over the pipe line wherever necessary as per the advice of OIL representatives.	NO	10		
29	Hooking up of pairs of matching flanges with studs and nuts and by putting gaskets in between after proper alignment and without any stress on the line	NO	20		
30	Fixing of 73.025 mm NBx 50.8 mm NB forged reducers made out of ASTM-A-182 Gr. Dimensional details as per ASME B 16.9 reducer supplied by the Company.	No	20		
31	Installation of 50.8 mm Gate Valve on the line and hooking up the same with pair of matching /companion flanges with Studs & Nuts and Gasket.	NO	10		
32	Welding and fixing of 50.8mm WN flange on the line	NO	30		
33	Radiography Inspection of weld joints as per API 1104 BY BARC approved inspection agency. Weld joints to be radio graphed Shall be selected at random weld joints as per advised by OIL . All necessary equipments and inspection agency to be arranged and engaged by the Contractor. Weld joints if found defective, shall be repaired by the Contractor at their cost.	NO	150		
34	Excavation of open trench along ROW minimum depth shall be 1.5 M and having approx. 600 mm width at the top and 300 mm at the bottom. The bottom and the sides of the trench should be smoothly contoured / finished to accommodate the welded section of the pipe without any strain. The trench shall be inspected by OIL representatives before lowering of pipes.	M	20000		
35	Lowering of pipe line to the bottom of the trench without any stress or strain and without causing any damage to the pipeline/ weld joints. After lowering of pipeline the trench shall be back filled with previously dug earth nand ramming. The top surface of the backfilled trench shall be 300 mm over the original level for visual	M	20000		

	identification and settlement in future.				
36	Hydraulic testing of each (Part) pipeline at a pressure of 150 Kg/ cm ² as per advice of Company's site engineer . Pressure gauge , pressure recorder with chart etc. Required for the purpose shall be provided by OIL. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. Oil will provide water at free of cost from the source (40 km away from site). Contractor to arrange transportation of water on his own cost. Before pressurising the line all the trapped air shall be vented out after filling in water. Contractor shall all the men power, supervisor and consumable required for the job and test will be witnessed by OIL representative. After successful testing all the filled water shall be bleed/ purged off to make the line dry and usable and handover to the company(OIL). Any defective arise shall be repaired by contractor at his own cost.	Lump sum	3		
37	Marker Post: to fabricate 2 M height marker post out of 73.025 mm O.D pipe and 1.5 mm thick 100mmX 200 mm M.S. Plate. These shall be painted with golden yellow paint and finally "Arrow" marked with black colour paint. The post shall be erected over ground along the ROW with C.C.(1:2:4) grouting the height of the post above ground level after grouting shall be 1000 mm . all the material required for the job except 73.025mm O.D. pipes shall be supplied by the contractor.	NO	115		

Note:

- 1.0 Quantities shown against each of above items/services are for bid evaluation purpose only. However, payment to the contractor will be done on the basis of actual utilization/deployment.
- 2.0 Rates quoted above must be inclusive of all taxes, duties and levies including Service Tax etc. However, the quantum included towards same must be indicated separately.

PART-3
SECTION - IV

TERMS OF REFERENCE / SCOPE OF WORK / TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION :

This section establishes the schedule for the work to be performed by the contractor and describe the specification, instructions, standards and other documents including the specification for any materials, tools for equipment, which the contractor shall satisfy or adhere to in the performance of the work.

2.0 Brief Description of the Site & Job Requirement :

Laying of 88.9 mm O.D.,SS(304L) Pipeline ,welded and underground pipe lines at Dandewala, Tanot and Bagittibba gas field, approx. total length 79000M(SS Pipeline) & 20000 M, 50.8 mm OD C.S flow line with pipe fitting, valves , etc. including radiography, hydraulic testing and hooking up of the flow lines at various wells in the above gas fields in western Rajasthan approximately 450 Kms from Jodhpur in the district of Jaisalmer, Rajasthan and 180 Kms from Jaisalmer city. Necessary beveled end pipes and pipe fittings, valves etc required for the job except those specifically mentioned in the schedule of work shall be provided by OIL. However, transportation of items from Hamira Stores to site will have to be done by the contractor at their own cost. The contractor is required to mobilize all required materials, tools, and accessories as required including Welders, Welding sets, D.G sets with consumable etc. to the site and carry out the assigned job in a professional and cost effective manner under supervision of OIL's site Engineer. Details of requirements and other technical information are furnished hereunder.

Geographical information for the site are as under:

- a) Topography of site: The site is part of the Great Thar Desert.
- b) Presence of sand dunes: Common occurrence in the vicinity.
- c) Nature of top soil: Usually wind blown sand.
- d) Highest recorded wind velocity: 128 KM/Hr.
- e) Frequency of sand storm: Frequent from March to September and occasional during the remaining period.
- f) Maximum recorded ambient Temperature: 57 deg .C
- g) Minimum recorded ambient Temperature: (-) 5 deg. C
- h) Average annual rain fall: 1" (25 mm)
- i) Humidity: Maximum: 40 %
- j) Source of water: Water required for Hydro Test, Fire Fighting and other purposes may be sourced from Tube wells located at Ranao at a distance of about 50 KM from the site. However, for potable purposes, necessary treatment facility will be contractor's responsibility.

3.0 GENERAL AND TECHNICAL REQUIREMENTS:

- 3.1 The contractor must have experience in laying, welding and commissioning of cross country or process pipelines for Natural Gas & petroleum product services
- 3.2 Contractor must quote for all the jobs/items under this contract. No part job will be considered.
- 3.3 The welder to be engaged by the contractor should have valid up to date API-1104 welding certificate, the welder should be capable to weld under all weather conditions and at all positions. Further, prior to actual deployment at site, OIL may conduct performance test of welders and in case anyone is not found suitable, the contractor must immediately replace with a suitable welder for the jobs.
- 3.4 The contractor must be in a position to mobilize all requisite manpower, machinery and consumable at the designated site within 30 days of issue of LOI (Letter of Intent) by OIL informing award of contract for the first mobilization and 21 days from the date of intimation by OIL for subsequent mobilization orders and the entire 79 Kms SS Pipe line and additional 20 Kms C.S Pipeline should be laid / hooked up within 2 (Two) years. In the event of exigency, the contractor may be required to arrange for area light/flood light, D.G. Sets with adequate manpower and consumables at their cost to carry out the jobs for timely completion of works.
- 3.5 The contractor will be required to establish site camp at their own cost for which leveled ground will be provided by OIL near Tanot Village Complex (TVC), approximately 35Kms. from worksite(field) or near DND-GPC. Contractor shall also establish workshop, house/shed for living, dinning, kitchen, toilet etc. at their cost. Water, electricity, preliminary first -aid facility/ emergency treatment , food for their personnel and other amenities as required for Contractor's personnel will be arranged and paid for by the Contractor. Also, he should arrange for necessary vaccination, if required for his personnel working at Desert Climate.
- 3.6 Contractor shall arrange for necessary statutory permits like labour license etc. as per requirement prior to mobilization.
- 3.7 Contractor shall arrange and pay for insurance coverage for all their personnel and materials. Documentary proof to be furnished to OIL prior to mobilization.
- 3.8 All administrative matters/ dispute related to contractor's personnel to be resolved by contractor without hampering company's work.
- 3.9 Contractor shall dismantle their establishment and handover the site in cleaned workable condition after removal of scrap/ garbage etc. after completion of jobs. All excess materials to be handed over to OIL at Hamira Stores.

- 3.10 Total quantity of pipeline to be laid shall be approximately 79,000M + 20000M to be done in two (2) years. However, OIL reserves the right to extend the validity of the contract by another One year without any change in the total quantity of job to be done i.e., 99000M or to ruminant the contract at the end of Two years even without executing the full quantity of job.
- 3.11 While it is expected that the Contractor will mobilize men, machinery and other requisites in adequate quantity for fulfillment of its contractual obligations in time. OIL reserves the right to prepone / postpones any specific job during the actual execution depending upon its priorities to meet the operational requirements, without changing the total scope of work mentioned in the tender. The contractor will direct/engage manpower/infrastructure accordingly.
- 3.12 In the event of exigency, the contractor may have to carry out field jobs, round the clock as per the advice of OIL. In such case, the contractor will arrange at their cost for area/floodlight, generating sets etc. and engage manpower accordingly.
- 3.13 The site/ ROW (Right Of Way) for the proposed pipelines are located near International Border where curfew is imposed by the District Authorities from 6,0 PM to 6.0 AM. As such, to work in the area statutory entry permit / passes for the work persons are required to be obtained from BSF Jaisalmer/ Ramgarh prior to the work. Contractor to apply for Photo Identity cards for their work persons after necessary Police Verification from their end. The identity card will be approved by OIL INDIA LTD. prior to mobilization to the site.
- 3.14 The contractor shall follow strictly the various norms of API 1104/ANSI B31.4 and B31.8 and other relevant codes for performing all the operations under this contract.
- 3.15 Pipes, valves & fittings, paints, casing pipes will be supplied by OIL. Water required for hydraulic testing, only source of water will be provided by OIL, other arrangement shall be made by the Contractor.
- 3.16 Security of the Company's materials once supplied to the contractor will be his responsibility till these are handed over again to the Company after completion of the job. Necessary amount will be recovered from contractor if materials are lost due to theft or any other reason during contractor's custody.
- 3.17 All the safety measures are to be taken and followed strictly as per Company's rules and as per OMR-1984. Contractor will have to provide safety appliances and protective gears to his personnel during work.
- 3.18 The job of pipe line construction shall be executed adhering to the relevant OISD codes and strict compliance with applicable regulations enforced by the State Pollution Control Board of Rajasthan.

- 3.19 The contractor shall have suitable cold Bending Machine to make cold bends without deformity with maximum recommended curvature as per ANSI/API specifications.
- 3.20 Before starting the job, the contractor shall submit the list of competent skilled persons with valid certificate who will carry out the job as per specification. If Company desires, the competent persons of the contractor will have to pass necessary tests conducted by the Company.
- 3.21 The jobs under this contract are not of continuous nature and will be done as and when required. Hence during currency of the contract, work volumes will vary from time to time and there may not be work at certain period of time.
- 3.23 The contractor shall have some Office at Jodhpur for day-to-day communication with the User department during currency of the contract.
- 3.24 The contractor shall have the capability to mobilize within 30 (thirty) Days after issue of acceptance letter of intent.
- 3.25 All statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by the contractor and the amount of the contract specified in the contract is inclusive of all the tax liabilities.

(END OF SECTION - IV)

-END OF PART-3-

PART-4

Proforma-A

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder)_____ (hereinafter called “the Bidder”) has submitted his bid dated (Date) _____ for the provision of certain oilfield services (hereinafter called “the Bid”) against the tender no. CJI8147P16.

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called “the Bank”) are bound unto Oil India Ltd (hereinafter called “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 Bank this _____ day of _____, 2015.

THE CONDITIONS of this obligation are :

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder.
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender document;
 - OR
 - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the Instructions to Bidders in the tender documents.
 - (c) If the bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

The bank should insert the amount of guarantee in words and figures

Date: _____ Signature of issuing authority of Bank with designation seal and seal of the bank.

PART-4

Proforma-B

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To: (Name of Company)
(Address of Company)

WHEREAS (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No..... dated 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 by a recognised bank for the sum specified therein as security for compliance with his 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 the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)** four months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :.....
 Name of Bank :.....
 Address :.....
 :.....
 :.....
 :.....
 :.....
 :.....
 Date :.....

* Bidders are NOT required to complete this form while submitting the bid.

** An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated in the currency of the Contract.

PART-4

Proforma-C

SAMPLE FORM OF CONTRACT

THIS AGGREEMENT is made on the day of..... 2015, between (Name of Company)_____ of (Mailing address of Company) _____, hereinafter called “the Company”, of the one part and (Name of Service Provider) _____ (hereinafter called “the Service Provider”) of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)_____ and has, by Letter of acceptance dated (Date of Letter of Acceptance)_____, accepted a Bid by the Service Provider for the execution, completion and maintenance of such works.

NOW THIS CONTRACT WITNESSETH as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a) This form of Contract,
 - b) The Letter of Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications and
 - e) The Priced Bid and Quantities,
 - f) The Drawings,
 - g) The Schedules of Supplementary Information,
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Service Provider in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Contract on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name_____

On behalf of the Service Provider
in the presence of:

PART-4

Proforma-D

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO

CHIEF MANAGER (M&C)
Materials & Contracts Department
Oil India Ltd., Rajasthan Project
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJI-8147-P16

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting/ Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

PART-4**APPENDIX-A****GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub Contractors.

2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site

7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be

issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

PART-4**Appendix-B****Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
 2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.
 3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

-END OF PART-4-
--END OF TENDER DOCUMENT--