



TENDER NO: CW1QC10001

BID DOCUMENT

FOR

**REPAIR OF MUD PUMP OF ROMANIAN
WORK OVER RIG ROM-TW-50-VII**

OIL AND NATURAL GAS CORPORATION LIMITED
CAMBAY SUB ASSET
CAMBAY.

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GENERAL INFORMATION TO BIDDERS

AND

NOTICE INVITING TENDER



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A. GENERAL INFORMATION FOR BIDDING

1. The bidder should go through the entire tender document carefully before bidding.
2. The bid should remain valid up to **90** days from the date of price bid opening.
3. Bid Security Deposit (EMD) of **Rs.80,000.00** must be enclosed along with the bid document, in favour of F&AO, ONGC, Cambay Sub Asset.
4. There are four Annexure with details as given below –

Annexure	Containing
I	Instructions to Bidders
II	Contract Agreement and General Contract Conditions
III	Special Conditions of Contract, Scope of work, Bill of Material and Price Format
IV	EQR and Bid Matrix

5. Bidders must quote in the prescribed Price format only and must refer the scope of work, Bill of Material and drawings while quoting the items of Price Schedule.
6. Bidder must put authorized signature with date and seal on each page of the tender document.
7. Envelopes must be sealed and super scribed as per para 18 of Annexure-I.
8. Sealed Bid must reach to the Office of I/C Engineering services, ONGC, Cambay Sub Asset, on or before **29.03.2010**
9. The bidder may visit the site for assessment of work on any working day during office hours between 1000 hrs and 1700 hrs.
10. Tender Number must be quoted in all correspondence related to the tender.
11. Competent authority must duly notarize all the supporting documents.
12. Successful Bidder shall be required to furnish a Performance Bank Guarantee for an amount equal to 10 % of contract value as per clause 33 of Annexure – I.
13. This bid document contains pages numbered (**1 to 115**) Bidder is advised to check for it. In case any page is missing or illegible, it must be brought to the notice of tender selling department before bidding.
14. Sealing and Marking of envelopes –

Sealed Envelope	Enclosures in envelope	Superscription on Envelope
A	Complete bid document along with supporting documents including EMD	Tender No, Bidder's Name & address, Opening/Closing dates, "Envelop – A," and Address to where submitted.
B	Price bid format.	Tender No, Bidder's Name & address, Opening/Closing dates, "Envelop – B," Address to where submitted.



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NOTICE INVITING TENDER

Tender No:	CW1QC10001
Brief Description:	Repair of Mud Pump 3PP300 of Work Over Rig ROM TW 50 VII
Category:	Services.
Sub category:	Engineering Services Section
Job completion time:	THREE MONTH from the date of award of Work Order
Tender Originating Location:	Cambay
Type of tender:	Indigenous
Cost of tender document (IN INR):	Rs.200.00 in the form of Bank draft / pay order drawn in favor of F & AO, ONGC, Cambay Payable at Cambay.
Earnest money Deposit (IN INR):	Rs.eighty thousands only (80000.00)
Sale of tender document:	FROM 25.02.2010 TO 17.03.2010 TIME 15:00 TO 16:00
Tender Document selling office:	Engineering Services Section, ONGC Ltd, Cambay Sub-Asset, Kansari-388 630
Closing of Tender:	29.03.2010 TIME 14:00
Place of submission of tender:	Engineering Services Section, ONGC Ltd, Cambay Sub-Asset, Kansari-388 630
Opening of tender:	29.03.2010 TIME 15:00
Place of opening of tender:	Engineering Services Section, ONGC Ltd, Cambay Sub-Asset, Kansari-388 630
Estimated Cost:	Rs. 40,00,000.00 only (Rs Forty Lakhs)
Essential Qualification Requirement :	<p>Tender documents will be issued to those agencies, who will submit the following documents in ORIGINAL or certified by NOTARY PUBLIC / GAZETTED OFFICER.</p> <p>1.) Experience of the having successfully completed similar works during last 7 year ending last day of month previous to the one in which application are invited should be either of the following :-</p> <p>(a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender, (OR)</p> <p>(b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender, (OR)</p> <p>(c) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.</p> <p>(2) Definition of similar work:-</p> <p><u>Repair of Mud Pump for Oil and Gas Rigs.</u></p>
Qualification Requirement :	<p>Bidder <u>MUST</u> give undertaking that , He/ They will give all the following documents in ORIGINAL or certified by NOTARY PUBLIC / GAZETTED OFFICER at the time of submission of tender :-</p> <p>(1.)Average Annual financial turnover as per Audited Annual Reports for the last two accounting years should be at least 30% of the estimated cost put to tender (in case of the contract period less than one year) and 30% of the annualized value of the estimated cost.</p> <p>(2) Attested copy of solvency certificate of the value not less than estimated cost from any Schedule Bank</p> <p>/ Nationalized Bank not more than one year old from the date of opening of the tender.</p> <p>(3)Valid Employees Provident Fund code number.</p> <p>(4) Sales tax registration certificate.</p> <p>(5) Income-tax PAN number.</p> <p>(6) Service tax registration number.</p>
Other details:	<p>Application for issue of tender papers will be received up to 16.03.2010 Time 16:00 Hrs. The blank tender documents shall not be sent by post / courier and duly filled tender documents shall not be received by post / courier</p> <p>Bidders will have the option of purchasing tender as mentioned above or download the same from ONGC website http://tenders.ongc.co.in within the time specified for the sale of tender documents, ensuring that they fulfill the pre qualification criteria and use the same for participating in the tender. But the bidders downloading the tender document from the website should ensure to submit tender fee so as to reach the tender inviting work centre before the deadline specified for tender sale along with confirmation on Essential Qualifying criteria (EQR), which will be acknowledged by ONGC by issuing Request for Quotation (RFQ) number specific to the tender and bidder through Fax – email.</p>

NOTE:- FOR FURTHER DETAILS OF TENDER PLEASE LOGIN TO OUR WEBSITE www.ongctenders.net OR CONTACT AT THE OFFICE OF INCHARGE E.S, ONGC, CAMBY



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ANNEXURE - I

INSTRUCTIONS TO BIDDERS

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A handwritten signature in blue ink, appearing to read "M. Sadiq", with a horizontal line extending from the end of the signature.

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A: INTRODUCTION

1. **ELIGIBILITY AND EXPERIENCE OF THE BIDDER**

- 1.1 The bidder should have an Employee's Provident Fund Code number issued by the EPF commissioner.
- 1.2 For the experience of Similar works during last 7 years reckoning from the last date of the previous month in which applications are invited. The bidder should fulfill either of the following:
- i) Three similar completed works/rate contracts costing aggregated value not less than 40% of Estimated Cost.
 - OR**
 - ii) Two similar completed electrical works/rate contracts costing not less than 50% of Estimated Cost.
 - Or**
 - iii) One similar completed electrical work/rate contract costing not less than 80% of Estimated Cost

The bidder should have experience in carrying out similar work in the past.

Similar works shall mean the following type of work :

- (i) **Repair of Mud Pump of Oil and gas Rig.**

- 1.5 The bidder shall submit the following documents in support of the above:

Copies duly attested by Notary public/First class Magistrate, of Registration Certificate, Valid Employee's Provident Fund Code Number and documentary evidence for **EQR(Essential qualification requirement)** enclosed at **Annexure IV**.

2.0 **TENDER FEE**

- 2.1 The offer will not be considered without tender fee. The Government Departments are exempted from payment of tender fee.

3. **TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

4. **COST OF BIDDING**



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- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the ONGC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B: THE BIDDING DOCUMENT

5. CONTENT OF BIDDING DOCUMENTS

- 5.1 The services required, bidding procedures, and the contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

ANNEXURE I : Instructions to Bidders with following Appendices

- Appendix 1 : Bidding Document Acknowledgement Proforma,
- Appendix 2 : Bid submission Proforma,
- Appendix 3 : Bid submission Agreement,
- Appendix 4 : Proforma of Bank Guarantee towards Bid security (Bid Bond),
- Appendix 5 : Checklist,
- Appendix 6 : Bidders past experience (similar works) Proforma,
- Appendix 7 : Proforma of Authorization Letter for attending Tender Opening,
- Appendix 8 : Proforma of Certificate on Relatives of Directors, and
- Appendix 9 : Proforma for proposed changes/ modifications.

ANNEXURE II : General Conditions of Contract (GCC) with following appendix.

- Appendix 1 : Proforma of Performance Bond Bank Guarantee.

ANNEXURE III : Special Conditions of Contract, Scope of Work, Technical Specifications/ Data sheet, Bill of Material and Price Format

ANNEXURE IV : EQR and Bid Matrix

6. AMENDMENT TO BIDDING DOCUMENTS

- 6.1 At any time prior to the deadline for submission of bids, the ONGC may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s).
- 6.2 All prospective Bidders who have received the bidding documents will be notified of the amendments in writing.



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6.3 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, the ONGC may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS.

7. LANGUAGES AND SIGNING OF BID

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the ONGC shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 7.2 Bids shall be submitted in the prescribed bid Proforma as per Appendices 1 to 9 of Annexure-I. The prescribed Proforma at Appendices of Annexure I, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".
- 7.3 In the event of the space on the bid Proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.
- 7.4 The bid Proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
- 7.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.
- 7.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by ONGC. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure/ Appendices. It shall be complete and free from ambiguity, change or interlineations.



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- 7.7 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorized agents in India, if any.
- 7.8 The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer and in the case of a Corporation the same shall be sealed with the corporation seal or otherwise appropriately executed under seal.
- 7.9 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 7.10 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. ONGC may reject outright any bid not supported by adequate proof of the signatory's authority
- 7.11 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions (Annexure I and II), as laid down in this bidding document are acceptable to it in toto.
- 7.12 Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid initial them.
- 7.13 The complete bid including the prices must be written by the bidders in indelible ink. Bids and or prices written in pencil will be rejected.
- 7.14 Joint venture/ consortium bids -**
- (a) In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia/Joint Ventures. In their own interest, the bidders are advised to investigate the capabilities, availability of expertise and resources such as construction equipment, experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners/members of the consortium/joint venture.
- (b) In the event that the successful bidders is a joint venture formed of two or more companies, the Company requires that the parties to the joint venture accept joint and several liability for discharging all obligations under the Contract.
- (c) The leader of the Consortium/Indian leader can submit bid on behalf of consortium of bidders. Memorandum of Understanding between the Consortium members duly signed by the Chief Executives of the consortium members must



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accompany the bid, which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. ***In case of award, such MOU shall be kept valid through the entire contract period.*** The following provisions should also be incorporated in the MOU executed by the members of the Consortium/Joint Venture -

- (i) The leader of the consortium/joint venture on behalf of the consortium / joint venture shall coordinate with ONGC during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium/ joint venture members.
- (ii) Any correspondence exchanged with the leader of consortium/joint venture shall be binding on all the consortium/joint venture members.
- (iii) Payment shall be made by ONGC only to the leader of the consortium/joint venture towards fulfillment of contract obligations. (If direct payment to each member is required for their part of scope of works, the same should be clearly indicated in the bid along with member-wise details of price break-up).
- (d) The bid may be signed by all members of the Consortium/Joint Venture. Alternatively the leader may sign the bid. In such a case, the Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of the consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader.
- (e) Documents/details pertaining to qualification of bidder as per Proforma of document attached with the bidding documents must be furnished by each partner/member of consortium/joint venture complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (f) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection unless such a change is agreed to by ONGC in writing.



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- (g) **Signing of Contract:** In the event of award of contract to the consortium/joint venture, the contract may be signed by the leader and members of the consortium/joint venture and the liability of each one of them shall be joint and several. Alternatively the contract may be signed by an authorized officer of the consortium/joint venture on its behalf as well as on behalf of each and every member separately with a valid power of attorney from each member duly notarized and thereafter every member should countersign the contract in token of having confirmed the contract.

8.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

- 8.1 ONGC has to finalize its purchase within a limited time schedule. **Therefore, ONGC may not seek any clarifications in respect of incomplete offers.**
- 8.2 Prospective bidders are advised to ensure that their bids are complete in all respects and conform to ONGC's terms, conditions and bid evaluation criteria of the tender. Bids not complying with ONGC's requirement **will** be rejected without seeking any clarification.

9.0 DOCUMENTS COMPRISING THE BID

- 9.1 The bid prepared by the Bidder shall comprise the following components, duly completed:
- a) Price Format.
 - b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the ONGC's satisfaction:
 - (i) That the Bidder has the financial capability necessary as per **clause B1.2.2 & D 5.0 of BEC** to perform the Contract;
 - (ii) That the Bidder meets **all** the criteria prescribed in the Bid Evaluation Criteria Requirement (Annexure-IV).
 - c) Documentary evidence that the services to be rendered by the Bidder conform to the requirements of bidding documents.
 - i) The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:



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- 1) A detailed description of essential technical and Performance characteristics of the services.
- 2) An item-by-item commentary on the ONGC's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.

d) Bid security.

10.0 PRICE FORMAT

10.1 The Bidder shall complete the appropriate price format furnished in the bidding document at Annexure – III.

10.2 BID PRICES

10.2.1 Evaluation will be made on the basis of lowest rates quoted by bidder in the price format.

10.2.2 Rate quoted by the bidder shall be firm during the bidder's Performance of the contract and not subject to variation on any account.

10.2.3.1 Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, ONGC shall avail such discount at the time of award of contract.

10.3 CONCESSIONS PERMISSIBLE UNDER STATUTES

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. ONGC will not take responsibility towards this. However, ONGC may provide necessary assistance, wherever possible, in this regard.

10.4 INCOME TAX LIABILITY

The bidder will have to bear all Income Tax liability both corporate and personal tax.

11.0 BID CURRENCIES



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Prices indicated in the enclosed price schedule are in Indian rupees only.

12.0 PAYMENT

ONGC provides ECS facility for the payment (in case he is awarded the order/contract) need to have an account in any one of the bank.

The suppliers/vendors have to bear fund transfer as well as bankers' Cheque charges. ONGC will not take any responsibility for delay in transmission of funds by SBI due to whatsoever reasons.

13.0 CONCESSIONAL RATE OF CUSTOMS DUTY/ EXCISE DUTY/ SALES TAX

Deleted as not applicable.

14.0 VAGUE AND INDEFINITE EXPRESSIONS

14.1 Bids qualified by vague and indefinite expressions such as "Subject to availability" etc. will not be considered.

15.0 PERIOD OF VALIDITY OF BIDS

15.1 The Bid shall be valid for acceptance for a period of 90 days (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the ONGC may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/ modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

16.0 BID SECURITY

16.1 The Bid Security is required to protect the ONGC against the risk of Bidder's conduct, which would warrant the forfeiture of Bid Security in pursuance to clause 16.7.

16.2 Government Departments and Public Sector Undertakings are exempted from payment of Bid Security.



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- 16.3 The Bidders not covered under Para 16.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. The amount for bid security has been indicated in the "Invitation for Bid" (to be supplied separately with each tender). The Bid Security shall be denominated by the foreign bidders in any foreign currency in which they quote prices.
- 16.4 The Bid Security shall be acceptable in any of the following forms:
- i) Bank Draft in favour of ONGC valid for 180 days from its date of issue.
 - ii) Bank Guarantee in the prescribed format as per Appendix - 4 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The bank guarantee by domestic bidders will have to be given from the Nationalized/ Scheduled banks, on non-judicial stamp paper as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper should be in the name of the issuing bank.
- 16.5 ONGC shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 16.6 Subject to provisions in Para 16.2 above, offers without Bid Security will be ignored.
- 16.7 The Bid Security shall be forfeited by ONGC in the following events:
- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
 - b) If Bid is varied or modified in a manner not acceptable to ONGC during the validity period or any extension of the validity duly agreed by the Bidder.
 - c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance or to take action in accordance with clause No 15 of special conditions of contract of Annexure - III.
- 16.8 The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).
- 16.9 **OFFERS WITH FAX BID BONDS**
- Normally offers received along with Fax Bid Bond shall not be considered. However, ONGC reserves the right to consider the offer, provided it is followed by confirmatory original Bid Bond executed in prescribed Proforma and legally



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operative on or before the date fixed for opening of bids (techno-commercial bid opening date in case of Two Bid System) and received by tender inviting authority within 15 days of opening date of bids (techno-commercial bid opening date in case of Two Bid System),

If Bidder fails to submit original Bid Bond with the same content as in Fax Bid Bond and in accordance with bidding document, irrespective of their status/ranking in tender, the bid will be rejected and ONGC may consider to debar the Bidder from participating against its future tenders.

17.0 TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY BIDS

17.1 Telex/ Telegraphic/ Telefax/ Xerox/ Photocopy bids will not be considered.

D: SUBMISSION AND OPENING OF BIDS

18.0 SEALING AND MARKING OF BIDS.

- 18.1 The original copy of the Bid is to be submitted in a double cover. The inner cover should be sealed and super scribed as "Tender Number and due for opening on **29.03.2010**". The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of ONGC's office, as indicated in Invitation for Bids.
- 18.2 The inner covers shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."
- 18.3 The right to ignore any offer, which fails to comply with the instructions below, is reserved. Only one bid should be included in one cover.
- 18.4.1 The first inner sealed cover will contain Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each item of the price format to indicate that there is a quote against this item in the Priced bid** This cover will clearly be super scribed with "Techno-Commercial bid" along with tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office.



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

18.4.2 Price bids, which remain unopened with ONGC, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).

18.5 Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.

18.6 ONGC will not be responsible for the loss of tender form or for the delay in postal transit.

19.0 DEADLINE FOR SUBMISSION OF BIDS

19.1 The Bid must be received by the ONGC at the address specified in Invitation for Bids not later than 1100 Hrs (IST) on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than 1100 Hrs. (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

20.0 LATE BIDS

20.1 Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

20.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

21.1 No bid may be modified after the dead line for submission of bids.

22.0 OPENING OF BIDS

22.1 The bid will be opened at 1130 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Appendix- 7 hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

22.2 In case of unscheduled holiday on the closing/ opening day of bid, the next working day will be treated as scheduled prescribed day of closing/ opening of bid, the time notified remaining the same.

E: EVALUATION OF BIDS



SIGNATURE OF BIDDER

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23.0 **EVALUATION AND COMPARISON OF BIDS**

23.1 Evaluation and comparison of bids will be done on the basis of lowest quoted percentage by a bidder qualified as per provisions of Bid Evaluation Criteria at Annexure-IV

24.0 **UNSOLICITED POST TENDER MODIFICATIONS**

24.1 Unsolicited post-tender modification will lead to straight away rejection of the offer.

25.0 **EXAMINATION OF BID**

25.1 The ONGC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

25.2 The ONGC will determine the conformity of each bid to the bidding documents. Bids not conforming to the requirements of the bid document and the BEC will be rejected.

26.0 **SPECIFICATIONS**

26.1 The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications.

27.0 **CONTACTING THE ONGC**

No bidder shall contact the ONGC on any matter relating to its bid, from the time of the opening to the time the contract is awarded.

F. AWARD OF CONTRACT

28.0 **AWARD CRITERIA.**

The purchaser will award the contract to the successful bidder whose bid has been determined to be **in full conformity to the bid documents** and has been determined as the lowest evaluated bid.

29.0 **ONGC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

- 29.1 ONGC reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for ONGC's action. The ONGC also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

30.0 NOTIFICATION OF AWARD (NOA)

- 30.1 Prior to the expiration of the period of bid validity, the ONGC will notify the successful bidder in writing that its bid has been accepted.
- 30.2 The notification of award will constitute the formation of the contract.
- 30.3 Upon the successful bidder's furnishing Performance security, pursuant to clause 33, the ONGC will promptly notify each unsuccessful bidder and discharge their bid securities.

31.0 MOBILISATION PERIOD

Successful bidder shall be required to mobilize complete equipment along with crew (only crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within a maximum of 7(seven) days from the date of Fax Order / LOI / NOA.

32.0 SIGNING OF CONTRACT

- 32.1 The successful bidder is required to sign a **formal detailed** contract with ONGC within a maximum period of **07** days of date of Fax Order / LOI / NOA. Until the contract is signed, the Fax order/ LOI /NOA shall remain binding amongst the two parties. In case of delay in signing the contract on the part of ONGC, contractor shall be paid 80% of the applicable rates falling due as per the contractual obligations on adhoc basis, till formal signing of the contract, after which the balance of due payments shall be released / adjusted against regular bills. However, no payment will be made and mobilization will not be deemed completed, when the delay is on the part of the contractor to sign the contract, as per draft contract at Annexure-II of the tender.

33.0 PROFORMANCE SECURITY

- 33.1 Within 15 (fifteen) days of the receipt of Notification of Award (NOA) from ONGC, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract, in the Performance Security



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

Form provided at Appendix - 1 of Annexure - II of the bidding documents, or another form acceptable to the ONGC.

33.2 Failure of the successful Bidder to comply with the requirement of clause 16.7(c) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the ONGC may make the award to the next lowest evaluated bidder or call for new bids.

33.3 The value of the Performance Guarantee will be 10% of the contract value and valid up to 2 months beyond the warranty period.

34.0 **CORRESPONDENCE**

34.1 **ONGC's Phone No is (02698) 227650/9426612185 at Cambay:
F.E(Electrical) Engineering Services**

34.2 All correspondence from Bidders/ contractor shall be made to the office of the Purchase Authority from where this tender has emanated.

34.3 All correspondence shall bear reference to Tender/ Bid Number.

35.0 **UNSOLICITED COMMUNICATION**

In case any bidder makes any unsolicited communication in any manner, after bids have been opened (for tenders processed either on single bid or on two bid basis), the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.

The above provision will not prevent any bidder from making representation in connection with processing of tender directly and only to the Competent Purchase Authority (CPA) as mentioned in the tender document. However, if such representation is found by CPA to be un-substantiated and / or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.

In case, any bidder while making such representations to Competent Purchase Authority (CPA) also involves other officials of ONGC and / or solicits / invokes external intervention other than as may be permitted under the law and if the tender has to be closed because of the delays / disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

36.0 REPRESENTATION FROM THE BIDDER:

The bidder(s) can submit representation(s) if any, in connection with the processing of the tender directly only to the Competent Authority (CA) i.e. to

Incharge Engineering Services
ONGC, Cambay-388630
Dist-Anand
Gujarat



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

APPENDIX - 1

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated: _____

Incharge Engineering Services

ONGC, Cambay-388630
Dist-Anand
Gujarat

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Four Annexure (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to **REPAIRING OF MUD PUMP OF ROMANIAN WORKOVER RIG ROM-TW-50-VII** Cambay Sub-Asset against tender no **CW1QC10001**. We have noted that the closing date for receipt of the tender by ONGC is **29.03.2010** at 1100 hrs. (IST) and opening at 1130 hrs. (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of ONGC and that the said documents are to be used only for the purpose intended by ONGC.

Our address for further correspondence on this tender will be as under -

.....
.....
.....

TELEX NO:

FAX NO:

TELEPHONE NO;

PERSONAL ATTENTION OF:

Yours faithfully,

(BIDDER)

Note: This form should be returned along with offer duly signed



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

BID SUBMISSION PROFORMA

Tender No: **CW1QC10001**

Contractor's Address:
Telephone No.
FAX NO:

In charge Engineering Services
ONGC, Cambay-388630
Dist-Anand
Gujarat

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____
2. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Annexure IV and accepted the "General Contract Conditions" at Annexure II for providing services and have thoroughly examined and complied with the specifications, approved SOR, drawings, Special Conditions of Contract and/or pattern stipulated at Annexure III hereto and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following pages have been added to and form part of this tender-
(Approved pre bid conference proceedings)
4. Agreement at Appendix – 3 of Annexure I on purchase of Bidding documents and submission of Tender has been duly signed and returned herewith.

Yours faithfully,

Signature of Bidder with Seal
Address:

Dated: _____

Signature of witness
()
Address:

Note: This form should be returned along with offer duly signed.



BID SUBMISSION AGREEMENT

No. _____

Dated: _____

To,

OIL AND NATURAL GAS CORPORATION,
CAMBAY SUB-ASSET, ONGC,
CAMBAY
GUJARAT,

Sub: **PURCHASE OF BIDDING DOCUMENTS**

Ref: **TENDER No. CW1QC10001**

ONGC and the Bidder agree that the Notice Inviting Tenders (NIT) is an offer made on the condition that the Bid would be kept open in its original form without variation or modification for a period of 90 **(Ninety) days** from the date of opening of price bids stated in the NIT and THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract, which will come into existence when bid, is finally accepted by ONGC. The consideration for this separate initial contract preceding the main contract is that ONGC is not agreeable to sell the Bid to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 90 **(Ninety) days** after the date of opening the price bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with ONGC. ONGC promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, ONGC shall have unqualified, absolute and unfettered right to encash/ forfeit the bid security submitted in this behalf.

Yours faithfully,

yours faithfully,

(BIDDER)

(ONGC)

(One copy of this agreement duly signed must be returned along with offer.)



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

Proforma of Bank Guarantee towards Bid Security
BID BOND

Ref. No.....

Bank Guarantee No.....

Dated

To,

OIL AND NATURAL GAS CORPORATION,
CAMBAY SUB-ASSET, ONGC,
CAMBAY
GUJARAT,

Dear Sirs,

1. Whereas Oil & Natural Gas Corporation Ltd. incorporated under the Companies Act, 1956, having its registered office at Jeevan Bharti, Tower-II, 124 Connaught Circus, New Delhi - 110001 - India and one of its offices at Cambay Sub Asset, Kansari, Khambhat-Taluka, District – Anand, Gujarat, PIN – 388 630 (hereinafter called 'ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/ Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) _____ (Indian Rupees (in words) _____ only) for the due Performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

5. This guarantee shall be irrevocable and shall remain in force up to _____, which includes thirty days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the aforesaid date.
6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this day of at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

(Signature)
Full name, designation and
official address (in legible letters) with
Bank stamp.

Attorney as per Power of
Attorney No.....

Dated

WITNESS NO. 2

(Signature)
Full name and official address (in legible letters)

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to " **I/C Engineering Services**, Cambay Sub- Asset" only
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS BID SECURITY

1. The Bank Guarantee by Indian Bidders will be given on non- judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing Bank.
2. Please indicate the currency in which Bank Guarantee is being given Indian Rupees have been mentioned only for illustration. Therefore, in case where Bank Guarantee is being given



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

in a currency other than Rupees, these terms may be deleted and replaced by relevant currency.

3. The expiry date as mentioned in clause - 5 & Clause - 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
4. The Bank Guarantee by Indian bidders will be given from Nationalized/ Scheduled Banks only.



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

APPENDIX - 5

CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with in their offer failing which the offer is liable to be rejected.

1. Please tick whichever is applicable and cross whichever is/are not applicable.
2. Please sign each sheet.
3. The checklist duly filled in must be returned along with the offer.

COMMERCIAL GROUP 'A'

1. Whether Bank Draft/Bank Guarantee/Banker's cheque/ for the requisite earnest money has been enclosed with the offer?

Yes No Not applicable

2. If so furnish the following: -

- (i) Name of the Bank
- (ii) Value
- (iii) Number
- (iv) Date of issue
- (v) Period of validity of the Bank Draft/Bank Guarantee

(The validity of Bank Draft should not be less than 180 days).

3. Have the Rates offered been filled up properly both in figure and words in the price bid format?

Yes No

4. Has the bidder's past experience Proforma (Appendix-6) been carefully filled and enclosed with the offer?

Yes No

5. Whether firm prices have been quoted?

Yes No

6. Whether the period of validity of the offer is as required in bidding document? If not, mention the extent of variation.

Yes No Extent of variation in days

8. Whether the offer has been signed indicating full name and clearly showing as to whether it has been signed as



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

Secretary	Manager	Partner
Sole Proprietor	Active Partner	Pre procuraterium

Signature of the Bidder

9. If the Bidder is seeking business with ONGC for the first time, has he given the details of the parties to whom the offered items/services have been provided in past along with their Performance report?

Yes No

10. Whether the offer is being sent in double cover, both the covers duly sealed and super scribed with tender Number and closing/opening date?

Yes No

11. Is the offer being sent by Registered post or proposed to be dropped in tender box?

Sent by Registered Post Dropped in Tender Box

Yes No Yes No

12. Has it been ensured that there are no over-writings in the offer? Have corrections been properly attested by the person signing the offer?

Yes No

13. Has the document been signed and stamped on all the pages?

Yes No

14. Whether Appendices 2 & 3 of Annexure - I of the bidding document in original, duly filled in and a confirmation that clauses of Annexure I and II are complied / accepted, enclosed with the offer?

Yes No

15. Whether all the clauses of the bidding document are accepted?

Yes No

GROUP 'B'

1. Whether details of your registration under Sale Tax/Central Sales Tax/ have been indicated in the offer?

Yes No

GROUP 'C'



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

Technical

1. Whether the materials/services being offered fully conform to the required technical specifications?

Yes

No

2. If not, specify the extent of deviation and how it is suitable to ONGC's requirement?

Yes

No

Signature of the Bidder

SIGNATURE OF BIDDER



SIGNATURE OF ENGINEER

APPENDIX - 6

BIDDER'S PAST EXPERIENCE (SIMILAR WORKS) PROFORMA

SL. NO	Name & Address Of Client	<u>PERIOD</u>		Description Of Works/ Services/ Contract Completed Successfully	REMARKS
		FROM	TO		

NOTE: Copies duly attested by notary public, of work orders/LOI/S.O. along with certificate from clients to be enclosed along with this Proforma.

Date: _____

Signature of the Bidder

Name _____

Address:
Seal of the Company



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

APPENDIX - 7

AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date _____

To,

In charge Engineering Services
ONGC, Cambay-388630
Dist-Anand
Gujarat

Subject: **Tender No. CW1QC10001** due on _

Sir,

Mr. has been authorized to be present at the time of opening of above tender due on..... at, on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr.....for information and for production before the Tender Opening Officers at the time of opening of bids.



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

APPENDIX - 8

**PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTORS OF ONGC**

This has reference to our proposed contract regarding
..... to be
entered into with Oil and Natural Gas Corporation Ltd. (ONGC).

For the purpose of Section 297/299 of the Companies Act, 1956, an extract enclosed at Appendix 11-A, we certify that to the best of my/our knowledge:

- i. I am not a relative of any Director of ONGC ;
- ii. We are not a firm in which a Director of ONGC or his relative is a partner ;
- iii. I am not a partner in a firm in which a Director of ONGC or his relative is a partner;
- iv. We are not a private company in which a Director of ONGC is a Member or Director;
- v. We are not a company in which Directors of ONGC hold more than 2 % of the paid-up share capital of our company or vice-versa.

Authorized Signatory of
The Contracting Party

Place.....

Date.....



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

APPENDIX - 9

PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS

ONGC expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following Proforma, in case pre-bid is not held. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS

Date:

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Note: Bids maintaining or taking exceptions/ deviations shall be rejected straightaway



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

ANNEXURE - II

CONTRACT AGREEMENT

AND

GENERAL CONTRACT CONDITIONS

CONTRACT AGREEMENT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)



SIGNATURE OF BIDDER

SIGNATURE OF ENGINEER

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between OIL & NATURAL GAS CORPORATION LIMITED, a CORPORATION registered under the Companies Act 1956, having its registered office at Jeevan Bharati, Tower-II, 124, Connaught Circus, New Delhi- 110 001, India and one of its work center at Cambay Sub Asset, Kansari, Khambhat-Taluk, District – Anand, Gujarat, PIN – 388 630 (hereinafter referred to as “CORPORATION” which expression shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the “CONTRACTOR” (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas CORPORATION is desirous of (Description of services) for carrying out CORPORATION's operations conforming to specifications as set forth in the Scope of Work at Annexure-III of this agreement.

And Whereas the CONTRACTOR represents that it has the necessary experience for carrying out CORPORATION's operations as referred to herein and has submitted a bid for providing the required services against CORPORATION's Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the CORPORATION from time to time.

And Whereas CORPORATION's has accepted the bid of the CONTRACTOR and has placed Fax order / Letter of Intent /Notification Of Award vide its letter _____ dated _____ to the CONTRACTOR.

Now it is hereby agreed by and between the parties as under:

- A. In this contract, words and expressions have the same meaning as are respectively assigned to them to the conditions to contract.
- B. The following documents annexed herewith shall be deemed to form, read and construed as integral part of this contract and shall be taken as mutually explanatory to one another:
 - I. Fax Order for award of work
 - II. General Contract Conditions
 - III. Scope of work & Technical Specifications
 - IV. Price Schedule
 - V. Proformas/Formats/Exhibits
- C. In case of conflict between various sections of contracts, the order of preference shall be as set out below:
 - 1. Agreement
 - 2. Pre Bid Minutes along with Addendum.
 - 3. Provision of BEC as applicable
 - 4. P& IDs and Process Data Sheets for qty. & specification respectively.
 - 5. Technical scope & design basis



6. Special conditions of contract
7. General conditions of contract
8. Standard Specifications
9. Codes & Standards.

In case any issue still remains unresolved, the most stringent requirement shall apply.

The Contractor undertakes and Covenants that it shall perform its obligations in accordance with the provisions in the contract documents in a business like manner, with due diligence, efficiency and good oil field practice as is expected from an experienced and reputed Contractor in this area of operations and the ONGC Covenants that for the services rendered by the Contractor pursuant to the provisions of the contract document, it shall pay to the Contractor in the manner as set forth therein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter provided, it is hereby agreed as follows: -

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

For and on behalf of

For and on behalf of
OIL & NATURAL GAS CORPORATION LTD.

.....
(Contractor)

.....
(Corporation)

WITNESS:

1.

2.

WITNESS:

1.

2.



1. DEFINITIONS

1.0 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT

Shall mean a written CONTRACT signed between ONGC and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 CORPORATION/ ONGC

Shall mean OIL & NATURAL GAS CORPORATION LTD., India and shall include its legal representatives, successors and permitted assignees.

1.3 SITE

Shall mean the place in which the operations/services are to be carried out or places approved by the ONGC for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 CORPORATION'S SITE REPRESENTATIVE/ ENGINEER

Shall mean the person or the persons appointed by ONGC from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 CONTRACTOR

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by ONGC and shall include its authorized representatives, successors and permitted assignees.

1.6 SUB-CONTRACT

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sub-let with necessary written consent of ONGC on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.7 SUB-CONTRACTOR:

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary consent of ONGC.



1.8 CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the ONGC as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.9 CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by ONGC and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on ONGC for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by ONGC.

1.8 DAY

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.

1.9 EQUIPMENT/ MATERIALS/ GOODS

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the ONGC for/under the CONTRACT and amendments thereto.

1.10 WORKS / OPERATIONS

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

1.11 GUARANTEE

Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.

1.12 MOBILIZATION

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by ONGC after ONHIRE survey and ONGC's acceptance thereafter. The date and time of ONGC's acceptance of ONHIRE survey will be treated as the date and time of mobilisation.

1.13 DEMOBILIZATION

Shall mean the removal of all things forming part of the mobilisation from the site of ONGC. The date and time of OFFHIRE survey shall be treated as the date and time of demobilization.



1.14 DRAWINGS

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the CONTRACT together with modification and revision thereto.

1.15 SPECIFICATIONS

Shall mean and include detailed description, statements to technical data, Performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT.

1.16 INSPECTORS

Shall mean any person or outside Agency nominated by ONGC to inspect equipment, materials and services, if any, in the CONTRACT stage-wise as well as final as per the terms of the **CONTRACT**.

1.17 TESTS

Shall mean such process or processes to be carried out by the CONTRACTOR, which are prescribed in the CONTRACT considered necessary by ONGC or their representative in CONTRACT to ascertain quality, workmanship, Performance and efficiency of equipment or services thereof.

1.18 FACILITY

Shall mean all property of the ONGC owned or hired by ONGC.

1.19 THIRD PARTY

Shall mean any group, CORPORATION, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

1.20 APPROVAL Shall mean and include the written consent duly signed by ONGC or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT

1.21 SINGULAR/ PLURAL WORDS

2.0 SCOPE OF WORK/ CONTRACT

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and annexure/ appendices thereto at **Annexure – III**.



3.0 DURATION OF THE CONTRACT

This CONTRACT shall remain valid for a period of **3 (THREE) months** from the date and time of commencement.

4.0 NOTICES AND ADDRESSES

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as will as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

4.1 OIL & NATURAL GAS CORPORATION LIMITED

(i) **For CONTRACT related communication -**

Ph: (02698) - 227660.
FAX: (02698) - 221136

I/C Engineering Services
Cambay Sub-Asset, ONGC,
Cambay
Gujarat,
INDIA.

(ii) **For operations, reports and payments**

Ph: (02698) - 227660.
FAX: (02698) - 221136

I/C Engineering Services
Cambay Sub-Asset, ONGC,
Cambay
Gujarat,
INDIA.
INDIA.

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

(Address of the successful bidder)

.....
.....
.....
.....
Fax:.....



5.0 DUTIES AND POWER/ AUTHORITY

5.1 The duties and authorities of the ONGC's site representative are to act on behalf of the ONGC for:

- (i) Overall supervision, co-ordination and Project Management at site
- (ii) Proper utilization of equipment and services.
- (iii) Monitoring of Performance and progress
- (iv) Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, and consumption etc. after satisfying himself with the facts of the respective cases.
- (v) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (vi) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the ONGC's representative/engineer without which no claim will be entertained by the ONGC.

5.2 CONTRACTOR's representative

- (i) The CONTRACTOR's representative shall have all the powers requisite for the Performance of the works.
- (ii) He shall liaise with ONGC's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (iii) He will extend full co-operation to ONGC's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, Performance, reports and records pertaining to works.
- (iv) To have complete charge of CONTRACTOR's personnel engaged in the Performance of the work and to ensure compliance of rules and regulations and safety practice.

5.3 Deleted

5.4 Surveys

5.4.1 Pre-Engineering Survey

The contractor shall at his own cost independently carry out pre-engineering survey well before design engineering. Details provided in the bidding document are only indicative and in the event of significant deviations observed by the contractor the



same shall be discussed with Company's Representative and mutually agreed. Contractor shall be fully responsible to complete the work as per actual parameters found during this survey without any time and cost effect to the company,

5.4.2 Post Installation Survey

The contractor shall carry out "as installed"/ "as laid" survey for preparation of as-built drawings.

If any debris or unwanted material which was not found and reported by contractor to the company during the preconstruction survey the same shall be removed by the contractor without any time and cost effect to the company.

6. CONTRACT DOCUMENT:

6.1 Governing language

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

6.2 Entire Agreement

The CONTRACT constitutes the entire agreement between the ONGC and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

6.3 Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

6.4 Modification in CONTRACT

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery shall be considered valid only when accepted in writing by ONGC by issuing amendment to the **CONTRACT**. ONGC shall not be bound by any printed conditions, provisions in the Contractor's Bid, forms of acknowledgement of **CONTRACT**, invoice, packing list and other documents, which purport to impose any condition at variance with or supplement to **CONTRACT**.

6.5 Assignment

The CONTRACTOR shall not, save with the previous consent in writing of the ONGC, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the



CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and Performance of the CONTRACT.

6.6 Waivers and amendments

- a) Waivers: It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless only the duly authorized agents or representative of both the parties executes such waiver in writing. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- b) Amendments: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the CORPORATION, which may be amended from time to time by reasonable modifications as CORPORATION sees fit.

7.0 REMUNERATION AND TERMS OF PAYMENT

- 7.1 CORPORATION shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (Annexure-III), as per the price Schedule at Annexure - III The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.
- 7.2 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the "Engineer In-charge/ Coordinator"
- 7.3 Invoices with original supporting documents duly countersigned by the CORPORATION's representative/ engineer wherever applicable will be submitted in triplicate by the CONTRACTOR to CORPORATION and payment shall be made within 15 days from the date of receipt of invoice at the above office.
- 7.4 In the event of any dispute in a portion or whole of any invoice, the CORPORATION shall make payment of undisputed portion and shall promptly notify the Contractor's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

7.6 ONGC's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the Operator to question the allow ability under this Agreement of any amounts claimed therein, provided ONGC, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefore. Should ONGC so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.



The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from ONGC and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

8.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

8.1 CLAIMS

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of CORPORATION. CORPORATION may, at its option, pay and discharge any liens or overdue charges for Contractor's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

8.2 NOTICE OF CLAIMS

CONTRACTOR or CORPORATION, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

8.3 TAXES

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. on the CONTRACTOR on account of payments received by it from the CORPORATION for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

8.4 PERSONNEL TAXES:-

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT.



8.5 CORPORATE TAXES:-

The CONTRACTOR shall bear all Corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the CORPORATION for the work done under this CONTRACT.

- 8.6 If it is so required by the applicable laws in force at the time of payment, the CORPORATION shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.
- 8.7 It is noted that CONTRACT u/s 195(2) of the Income Tax Act, 1961 for the purpose of deduction of tax at source will be obtained by ONGC from the Dy. Commissioner of Income Tax (Asst.), Special Range-I, Dehradun. In view of the Central Board of Direct Taxes (CBDT)'s notification no 9579 dated 5.8.94 the foreign CONTRACTOR is responsible for filing the returns of their income as well as their SUB-CONTRACTOR's assignees (?) including that of their partner in the Joint Venture CONTRACTs (whether Indian or otherwise) and get their assessment completed with the Dy. Commissioner of Income Tax (Asst.), Special Range-I, Dehradun, India.
- 8.8 The employees of such foreign companies/concern/Joint Ventures, their SUB-CONTRACTOR and assignees are also required to file their return of income with Dy. Commissioner of Income Tax (Asst.), Special Range-I, Dehradun (India).
- 8.9 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the CORPORATION shall not take any responsibility whether financial or otherwise.

9.0 PERFORMANCE

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the CORPORATION and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the Contractor's service will be promptly remedied by the CONTRACTOR within 10 days upon the receipt of written notice from the CORPORATION to improve their Performance failing which the CORPORATION may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) day's written notice.

10.0 PERFORMANCE BOND

The CONTRACTOR shall furnish to the CORPORATION within 15 days from the date of fax CONTRACT/ Letter of Intent (LOI), security deposit in the form of a Bank draft or an irrevocable Bank Guarantee (as per the Proforma enclosed at Appendix - 1 of this Annexure II) for the period specified in the bid document/ Notification of Award/ LOI, towards Performance under this CONTRACT.



In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in respect of any amount due from the CONTRACTOR to the CORPORATION, the CORPORATION shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the CORPORATION on demand.

11.0 IMPORT AND IMPORT CLEARANCE

All imports and clearance under this CONTRACT shall be done by the CONTRACTOR and CORPORATION will not provide any assistance in this regard.

12.0 DISCIPLINE

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-Contractor's employees and shall abide by and conform to all rules and regulations promulgated by the CORPORATION governing the operations. Should CORPORATION feel that the conduct of any of CONTRACTOR/SUB-Contractor's employees is detrimental to Corporation's interest, the CORPORATION shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at Contractor's expense unconditionally. The CONTRACTOR will be allowed a maximum of seven working days to replace the person by competent qualified person at Contractor's cost.

13. SAFETY AND LABOUR LAWS

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by ONGC shall be applicable in the Performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted out side the living quarters, and welding jobs will be carried out with full safety precautions. ONGC's employee also shall comply with safety procedures/policy.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.



14. SECRECY

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by corporation, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorized SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the operation/ work and not required by the CORPORATION. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

15. STATUTORY REQUIREMENTS

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing interalia customs stowaways, foreign exchange etc.

16. INSURANCE

A) Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. ONGC will have no liability on this account.

B) Insurance by CONTRACTOR for CORPORATION's existing property: -

~~CONTRACTOR shall take out insurance policies against all risks of loss or damage caused to CORPORATION's property comprising but not limited to live wells, fixed and mobile offshore drilling units, platforms, pipelines, SBMs vessels crafts, ships and tenders and other equipments for property owned or hired by CORPORATION and the works and part of the works taken over by CORPORATION however, caused by the CONTRACTOR or his authorised representatives, agent or sub-Contractors upto the deductible amount under the CORPORATION's package policy of US\$ _____ per occurrence.~~

Notwithstanding anything contained in any provision of this CONTRACT, save as specified above in this Clause CORPORATION shall defend, indemnify and hold Contractor harmless from and against any losses, damages, cost or claims relating to CORPORATION's existing property except in case of gross negligence or willful misconduct of the



Contractor, its sub-contractor their agents or employees, in which case the Contractor shall be liable to bear any loss or damage occurring to the Property of the CORPORATION as a result of its gross negligence or willful misconduct, provided however, that such liability shall be limited to 100% of the CONTRACT Price.

“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, “willful misconduct” means: “intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

- C) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 13 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-
“The insurers hereby waive their rights of subrogation against any individual, CORPORATION, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR”.
- D) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish CORPORATION with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance CORPORATION or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that CORPORATION shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, then CORPORATION may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting there from shall be to the sole account of the CONTRACTOR. Such insurance shall be affected within Insurance Company incorporated and registered in India or jointly with Company of International repute and an Insurance Company incorporated and registered in India.



E) ~~Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.~~

F) CONTRACTOR shall require all of its SUB-Contractors to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

17. INDEMNITY AGREEMENT

17.1 INDEMNITY BY CONTRACTOR

CONTRACTOR shall indemnify and keep indemnified CORPORATION, its contractors (other than the CONTRACTOR) and/or sub-contractors and its/their employees from all actions, proceedings suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith including but not limited to :

a) Personal injury, illness or death of :

- i) any of Contractor's or subcontractor's personnel (even if caused by or contributed to by the negligence or fault of CORPORATION); and
- ii) subject to clause 17.2 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel and

b) loss or damage to

- i) any property owned, hired or supplied by Contractor or Contractor's personnel or subcontractors or subcontractor's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of CORPORATION);

OR

- ii) Subject to clause 17.2 (b) (i) any other property to the extent the loss or damage is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel.

17.2 INDEMNITY BY CORPORATION

CORPORATION shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. Subcontractors of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :



- a) personal injury, illness or death of
 - i) any employee of the CORPORATION (even if caused by or contributed to by the negligence or fault of Contractor);
 - ii) Subject to clause 17.1 (a) (i) any other person to the extent that the injury, illness or death is caused by the negligence or fault of CORPORATION; and
- b) any loss or damage to
 - i) any property owned, hired or supplied by CORPORATION (even if caused by or contributed to by the negligence or fault of Contractor); except to the extent that such property is in the care or custody of Contractor in connection with the work under the Contract.
 - ii) Subject to clause 17.1 (b) (i) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of CORPORATION.

18. TERMINATION

18.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the ONGC has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

18.2 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 clause 23 of Annexure II.

18.3 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the ONGC shall, by a notice in Writing have the right to terminate this CONTRACT and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

18.4 Termination for unsatisfactory Performance

If the ONGC considers that the Performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the ONGC shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The ONGC shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the



requisitions contained in the said written notice issued by the ONGC.

18.5 Termination for delay in mobilization

Successful bidder shall be required to mobilize complete equipment along with crew (only crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within a maximum of 15 days from the date of Fax order / LOI / NOA. If the CONTRACTOR (successful bidder) fails to mobilize as above, the CONTRACT shall automatically stand terminated unless CORPORATION has extended the mobilization period with levy of **Liquidated Damages**, as per Clause 1 of the Special Conditions of Contract at Annexure – III.

18.6 Consequences of termination

In all cases of termination herein set forth, the obligation of the ONGC to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

In case of termination of CONTRACT herein set forth except under 18.1 and 18.2, the CONTRACTOR shall be put on holiday [i.e neither any enquiry will be issued to the party by ONGC against any type of tender nor their offer will be considered by CORPORATION against any ongoing tender(s) where contract between CORPORATION and that particular CONTRACTOR (as a bidder) has not been finalised] for two years from the date of termination by CORPORATION to such CONTRACTOR.

19. SEVERABILITY

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

20. CONSEQUENTIAL DAMAGES

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

21. CHANGE IN LAW

In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. of India or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Indian Govt. or public body which becomes effective after the date as advised by the ONGC for submission of final price bid for this CONTRACT and which results in increased cost of the works



under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the ONGC subject to the production of documentary proof to the satisfaction of the ONGC to the extent which is attributable to such change or amendment as mentioned above.

Similarly, if any change or amendment of any Act or Law including Indian Income Tax Act, Rules or regulations of any Govt. or public body or any change in the interpretation or enforcement of any said Act or Law, rules or regulations by Indian Govt. or public body becomes effective after the date as advised by the ONGC for submission of final price bid of this CONTRACT and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the CORPORATION.

Notwithstanding the above mentioned provisions, CORPORATION shall not bear any liability in respect of (i) Personnel taxes on the employees of CONTRACTOR and the employees of all its SUB-Contractors etc. (ii) Corporate taxes in respect of the CONTRACTOR and its SUB-Contractors etc.

22. LIABILITY OF THE GOVERNMENT OF INDIA

It is expressly understood and agreed by and between the CONTRACTOR and ONGC (the Indian PSU), that ONGC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that ONGC is an independent legal entity with power and authority to enter into CONTRACTs solely in its behalf under the applicable laws of India and general principles of CONTRACT Law. The CONTRACTOR expressly agrees, acknowledges and understands that ONGC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this CONTRACT and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT

23. FORCE MAJEURE

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 shall be suspended for the period during which such cause lasts.



The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the Performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely ONGC and the CONTRACTOR.

Upon the 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, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, ONGC shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

Time for Performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

24. EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC

Firms/companies who have or had business relations with ONGC are advised not to employ serving ONGC employees without prior permission. It is also advised not to employ ex-personnel of ONGC within the initial two years period after their retirement/resignation/severance from the service without specific permission of ONGC. The ONGC may decide not to deal with such firm(s) who fails to comply with the above advice.

25. PREFERENCE TO LOCAL COMPANIES

CONTRACTOR agrees to give priority and preference to locally owned companies, when hiring Sub CONTRACTOR, SUBJECT TO price, quality and delivery being equivalent.

26. JURISDICTIONS AND APPLICABLE LAW

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts (the place where the CONTRACT is signed in India).

27. ARBITRATION

- 27.1 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, at any time 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 60 days notice to the other party. The notice invoking arbitration shall specify all the points of disputes 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 the 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 Rs. 5 crore	Sole Arbitrator	ONGC
Above Rs. 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 this arbitration clause. No person shall be appointed as arbitration or presiding arbitrator who does not accept the conditions of this arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of ONGC and/ or is a retired officer of ONGC / any PSU. However, neither party shall appoint its serving employee 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 precede de novo.
6. Parties agree that neither party 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 claim (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the arbitrators)
Up to Rs. 5 Crores	Within 8 months
Above Rs. 5 Crores	Within 12 months

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

8. Arbitrators shall be paid fees at the following rates.

Amount of claims and counter claim (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial Charges etc.) payable to each arbitrator. (to be shared equally by the parties)
Up to Rs. 50 lac	Rs. 7,500 per meeting subject to a Ceiling of Rs. 75000/-
Above Rs. 50 lakhs to Rs. 1 crores	Rs. 90,000/- plus Rs. 1,200 /- per lac or a part there of subject to a ceiling of Rs. 1,50,000/-
Above Rs. 1 crores and up to Rs. 5 Crores	Rs. 1,50,000/- plus Rs. 22,500 per core or a part there of subject to a Ceiling of Rs. 2,40,000
Above Rs. 5 crores and up to Rs. 10 Crores	Rs. 2,40,000/- plus Rs. 15,000 per core or a part there of subject to a ceiling of 3,15,000
Above Rs. 10 Crores	Rs. 3,15,000/- plus Rs. 12,000/- per crore or part there of subject to a ceiling of Rs. 10, 00, 000/-

For the disputes above Rs. 50 lacs, the Arbitrators shall be entitled to an **additional amount @ 20%** of the fee payable as per the above fee structure.

9. 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under.
- 25% of the fees if the claimed has not submitted statement of claim.
 - 50% of the fees if the award is pending.



10. Each party shall pay its share of arbitrator's fees in stages as under :
 - i. 25% of the fees on filing of reply to the statement of claims.
 - ii. 25% of the fees on completion of evidence.
 - iii. Balance 50% at the time when award is given to the parties.
11. Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, ONGC shall make all necessary arrangements for his travel stay and the expenses incurred shall be shared equally by the parties.
12. 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.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. 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.

27.2 (Applicable in case of CONTRACT on Public Sector Enterprises)

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, Dept. 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.

28. CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.



29. INTERPRETATION

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

30. ENTIRE AGREEMENT

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict Performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of CONTRACTOR and ONGC.

31.0 Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,

- a) Neither the Contractor nor the Company (ONGC) 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, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed the total 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."

APPENDIX - 1

Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

OIL AND NATURAL GAS CORPORATION,
CAMBAY SUB-ASSET, ONGC,
CAMBAY
GUJARAT,

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at Jeevan Bharti, Tower-II, 124 Connaught Circus, New Delhi-110001, India and one of its offices at Cambay Sub Asset, Kansari, Khambhat – Taluk, District – Anand, Gujarat, PIN – 388 630 (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the CONTRACTOR shall furnish to ONGC a Performance guarantee for Indian Rupees for the faithful Performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any / all moneys to the extent of Indian Rs.(in figures) _____ (Indian Rupees(in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We



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agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ONGC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that ONGC may have in relation to the Contractor's liabilities.
4. The Bank further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of Performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the Performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs.(in figures) _____ (Indian Rupees(in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)



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Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

(Signature) (Signature)
Full name and official
address (in legible letters)

Full name, designation and
address (in legible letters)
with Bank stamp

Attorney as per power of
Attorney No.....
Dated

WITNESS NO. 2

(Signature)
Full name and official
address (in legible letters)

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INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase CONTRACT has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date OR expiry of warranty which ever is later, unless otherwise specified in the bidding documents.
3. The Bank Guarantee by Indian bidders will be given from Nationalized/ Scheduled Banks only.
4. *The Bank Guarantee shall be of 10% of the total value of contract.*



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ANNEXURE - III

- A. SPECIAL CONDITIONS OF CONTRACT
- B. SCOPE OF WORK
- C. TECHNICAL SPECIFICATIONS
- D. DATA SHEET FOR LT PANEL
- E. PRICE FORMAT

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A. SPECIAL CONDITIONS OF CONTRACT

1. LIQUIDATED DAMAGES

If the contractor fails to mobilize/ complete the work as provided in the agreement within the period fixed in the individual job order, or at any time repudiates the contract, the "CORPORATION," without prejudice to any other right or remedy available may at its desecration.

- (i) "Recover from the Contractor ascertained and agreed liquidated damages and not by way of penalty, sum equivalent to ½% of total Contract Price for each week of delay or part thereof beyond the scheduled Completion date subject to a maximum of 10 % of the total Contract Price for entire scope of work under the Contract even though the company may accept delay in completion after the expiry of the scheduled Completion date."

OR

- (ii) Arrange for the work or part of the work in default by the contractor to be carried out by any other contractors / party without notice to the contractor on the account at the risk and cost of contractor. Such decisions of the Corporation will be final and binding on the contractor. The Corporation in such cases may terminate the contract.

AND / OR

- (iii) Terminate the contract or a portion or part of the work thereof and if so desired arrange the work in default by contractor to be carried out by any other party at the contractor's risk and cost.

Where action is taken under sub clause (ii) or sub clause (iii) above, contractor shall be liable for all losses which corporation may sustain on this account, provided the said work or part of the work default contract is assigned to any other party at any time within two months from the date of such failure and in case of repudiation of the contract before expiry of the aforesaid period of completion in any time within a month from the date of termination of contract. The contractor shall not be entitled to any gain on such alternative arrangements and manner and method of making such arrangements shall be at the desecration of the corporation. It shall not be necessary to serve the notice of such action on the contractor.

- (iv) In the event of the corporation because of circumstances beyond its control cannot provide the materials as agreed in the contract, the



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contractor shall only be entitled for extension in the limit and no extra payment shall be paid to the contractor as a result of extension of time.

- (v) In the event of corporation because of circumstances beyond its control can not make available / provided the total works schedule for execution as mentioned in the contract during or before the execution of work, it will not be binding on the corporation for payment of any losses incurred no claims whatsoever by the contractor.

2. INSPECTION

Inspection of all the works will be carried out by the EIC or his authorized representative as per the scope of work.

The contractor shall provide / arrange all testing tools, measuring instruments, calibrations certificates, and quality control records, any other item / document required by inspection authority without any extra cost.

3. ALTERATION IN WORK SCHEDULE

- (i) On any variation in the job, Corporation shall as far as necessary, establish a revised time schedule for the work still to be completed. Such variation shall be advised by the corporation at least two weeks prior to the final completion of the altered work and shall be mutually agreed upon within a week after such communication by the corporation. Such altered work, however, shall be undertaken concurrently and the revised completion date shall thus stand extended correspondingly.
- (ii) If any time from the commencement of the work the corporation shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the engineer in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he didn't derive in consequence of the full amount of the work not having been carried out neither shall he have any claim whatsoever for compensation by reason of any alternation, have been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work originally contemplated.

4. WARRANTY

- (i) The contractor shall warrant the every work executed hereunder shall be free from all defects and faults in material, workmanship and handling and shall be of the highest grade and consistent with established and accepted standard of



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materials and workmanship of the type contracted from and in full conformity with the design, drawings and specifications. The warranty shall survive inspection of payment for an acceptance of the work but expires **12(TWELVE) months** after completion of the work.

- (ii) If during the aforesaid period the work or part of the work is discovered to be defective or faulty or not in conformity with the specification (decision of the corporation in this behalf being final and binding upon the contractor), then the corporation shall be entitled for the cost of work so found defective and also cost of damages sustained on account of such defective work.
- (iii) The contractor shall, if required, also carry out repairs / replacement free of cost at the option of the corporation the payment to the ONGC within two months of receipt of advice, the value thereof at the contract price and other expenditure and damages as may arise by reason of the breach of conditions herein specified. Nothing herein contained shall prejudice against any other right of the corporation on that behalf or otherwise.
- (iv) The contractor shall not at any stage in their work use any material other than those specifications laid down in the agreement and shall guarantee that such material meets all the specifications laid down thereof.
- (v) Where the contractor does not directly, execute the work himself and the warranty given by the person / firm carrying out such work on there behalf deviates from the above said warranty, it shall be the responsibility of the contractor to abide by the warranty stipulated by the corporations.

5. CHANGE ORDER

5.1 A change order will be initiated only in case

- (i) The ONGC directs the CONTRACTOR to include any addition to the SCOPE OF WORK not covered under this CONTRACT, OR
- (ii) Either ONGC directs or the CONTRACTOR requests to delete any part of the WORKS which will not adversely affect the operational capabilities of the PROJECT or on request of the CONTRACTOR, ONGC may accept lower specifications. (In all such cases, actual cost and time benefit will be passed on to the ONGC), OR
- (iii) ONGC directs the CONTRACTOR to incorporate changes or additions to the design criteria over and above the requirements already covered under the design criteria in the CONTRACT and / or major changes / omission in the CONTRACT DOCUMENT are found.



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- 5.2 Any changes required by ONGC before giving its approval for detailed design or engineering for complying with Design Criteria, Engineering or Statutory requirements and the minimum requirement of equipment specifications and drawings of the CONTRACT DOCUMENT shall not be considered to be a change in the SCOPE OF WORK under the CONTRACT. Such changes required by the ONGC shall be carried out by the CONTRACTOR as A part of SCOPE OF WORK under the CONTRACT.
- 5.3 Any change order as stated herein comprising an alteration which involves a change in the cost of the WORKS (which sort of alteration is hereinafter called a "Variation") shall be the subject to an amendment to the CONTRACT by way of an increase or decrease in the CONTRACT PRICE. If the CONTRACT provides applicable rates for the valuation of the variation in question, the CONTRACT PRICE shall be increased or decreased in accordance with those rates, if the PARTIES agree that the CONTRACT does not contain applicable rates and that those rates are inappropriate, or if the PARTIES agree that the rates are not precisely applicable to the variation in question, then the PARTIES shall negotiate such rates in question for suitable addendum / change to the CONTRACT PRICE, which shall represent the change in cost of the WORK caused by the variations. Any change order shall be approved by the ONGC in writing.
- 5.4 If there is difference of opinion between the CONTRACTOR and EIC's REPRESENTATIVE whether a particular work or part of the work constitutes a change order or not, the CONTRACTOR shall carry out the work or part of the works as per direction of the EIC's REPRESENTATIVE. The time and cost effect, if any, in such a case, will be mutually discussed and finally settled between CONTRACTOR and the ONGC thereafter.
- 5.5 PROCEDURE OF CHANGE ORDERS
- i) During detailed engineering, if the CONTRACTOR observes that any new requirement which is not specific or intended in the CONTRACT DOCUMENT, has been indicated by ONGC while approving the drawings / calculations, purchase requisitions, specifications etc., the same would be verbally discussed by the Contractor with ONGC's representative.
 - ii) In case such requirement arises from the side of the CONTRACTOR they would also verbally discuss the matter with ONGC's REPRESENTATIVE.
 - iii) In either of the above two cases the representative of both the PARTIES would discuss mutually on the technical requirement for mutual understanding and to mutually decide whether the technical requirement constitutes the CHANGE ORDER.



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- iv) If it is mutually agreed that the Technical Requirement constitutes a CHANGE ORDER, then a joint memorandum will be prepared to confirm a CHANGE ORDER and basic ideas of necessary agreed arrangement.
- v) CONTRACTOR shall study the work required in accordance with the joint memorandum under (iv) and assess subsequent schedule and cost effect, if any,
- vi) Upon completion of the study referred under Para-v) above, the results of this study would be discussed mutually to enable ONGC give a final decision whether CONTRACTOR should proceed with the CHANGE ORDER or not, in the best interest of the ONGC.
- vii) In case, mutual agreement under (iv) above, i.e. whether Technical Requirement constitutes the CHANGE ORDER or not, is not reached, then CONTRACTOR in the interest of the Project, shall take up the implementation of the work if advised in writing to do so by ONGC's REPRESENTATIVE pending settlement between the two PARTIES to the effect whether the Project Requirement Inquiry constitutes a CHANGE ORDER or not as per the terms and conditions of CONTRACT DOCUMENTS.

For settlement at later stage the CONTRACTOR will take following steps.

Before commencement of such activities it will be the responsibility of the CONTRACTOR to get physically verified from the ONGC all manpower deployed, equipments and materials utilized at the SITE where such activities will commence. Such physical verification will continue on each day till such works are completed. After Physical verification of manpower deployed, equipments and materials utilized, CONTRACTOR will daily prepare a list and will submit daily to the ONGC for verification in writing.

- viii) Should the amount of Extra Work / Change Order, if any, which the CONTRACTOR may be required to perform by the ONGC, fairly entitles the CONTRACTOR to extensions of the completion time of either whole of the works or for such extra works only, the ONGC and the CONTRACTOR shall mutually discuss and decide extension of time, if any, to be granted to the CONTRACTOR.

5.6 CHANGE OF QUANTITIES

Based on the Contractor's procurement and installation Program of the various equipment to be mutually discussed and agreed to between the CONTRACTOR and the ONGC, the ONGC will have the option to increase or reduce the quantities of the CONTRACTOR supplied plant / equipment



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mentioned in the CONTRACT provided that such increase or decrease shall not, except with the written consent of the CONTRACTOR, exceed 10% of the total CONTRACT Price. The advice to this effect shall be issued to the CONTRACTOR by the ONGC up to 6 weeks prior to the due date of supply of such Plant / equipment as may be specified in the PERT CHART to be agreed. In case of increase in quantity, the CONTRACTOR agrees to carry out such additional quantity of work at the same rate and terms and conditions as provided in the CONTRACT. In case of decrease in quantity, the CONTRACTOR shall give a corresponding reduction in the lump sum CONTRACT PRICE but shall not be entitled to any claim by way of change of PRICE, damages, losses etc.

5.7 CONDITIONS FOR EXTRA WORK

The provisions of the CONTRACT shall apply to extra work performed as if the extra work has been included in the original SCOPE OF WORK. The Contractor's obligations with respect to such work remain in accordance with the CONTRACT.

- 5.8 In case of the extra quantities of high and low rated items exceeding beyond 10 % of the tendered quantity, the excess quantity above 10% shall be paid at ONGC's estimated rates.

6. AMENDMENT TO THE CONTRACT

The contract shall be capable of being amended / modified only by a written consent between the parities.

7. TRANSPORTATION

If required, Corporation will have the option to instruct the contractor to transport the materials when supplied by the corporation from authorized stores, warehouses to work site on prevailing transportation rate of ONGC Ltd, Cambay.

8. MOBILISATION / DEMOBILIZATION FOR WORK

Excepting manpower, all other equipments, tools and tackles required for the work shall be kept at site / location designated by the corporation during the entire period of contract or till entire work is completed and demobilization of all such materials shall be done only after instructions from corporation. It shall be the responsibility of the contractor to store these materials properly when not in use.

9. SPECIAL CONDITION FOR SUPPLY OF ITEMS



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Where equipment can not be provided at the time of completion due to delay in supply the same can be made available and installed by the contractor within one month of the completion date provided the engineer-in-charge gets satisfied that the delay is beyond the control of the contractor.

For bought out items prior approval of the engineer-in-charge to be taken before ordering the items.

10. WITHHOLDING AND LIEN

Wherever any claims or payment of a sum of money arises out of or under the contract against the contractor, the owner shall be entitled to withhold and also have a lien to retain such sum or sums in whole or part from the Performance guarantee and any other guarantee / security deposit furnished by the contractor and for the purpose aforesaid the owner shall be entitled to withhold / invoke the said guarantee / security deposit and also have a lien over the sum pending finalization or adjudication or any such claims. In the event the guarantee security deposit being in sufficient to cover the claimed amount or amounts the owner shall be entitled to withhold and have a lien to retain the extent of such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this contract or any other contract with the owner of Govt. or any person contracting through the owner pending finalization or adjudication of any such claim. It is an agreed term of this contract that the sum of money or moneys so withheld or retained under lien referred to above by the owner will be kept withheld or retained as such by the owner till the claim arising out of or under the contract is determined by arbitration or by the competent court and that the contractor will have no claim, interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.

For the purpose of this clause, the owner shall be entitled to withhold and also to hold a lien towards such claimed amount or amounts in whole or part from any sum found payable to any partner whether in this individual capacity or otherwise.

Any sum of money due and payable to the contractor (including the guarantee and security deposit under this contract may be withheld or retained by way or lien by the owner or Govt. of India against any claim of the owner or Govt. In respect of payment of sum of money arising out of or under any other contract made by the contractor with the owner of Govt. It is an agreed term of this contract that the sum of money so withheld or retained under this clause by the owner or Govt., will be kept withheld or retained as such by the owner or



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Govt. till the claim arising out of this contract or any other contract is either mutually settled or determined by the Arbitrator or by the competent court and that the / contractor shall have no claim for interest or damage whatsoever on this account or on any other ground in respect of any sum of money with held or retained under this clause and duly notified as such to the contractor.

11. SUB-LETTING AND ASSIGNMENT

The contractor shall not save without previous consent in writing of the ONGC subject, transfer or assign the contract of any part thereof or interest therein, benefit or advantage thereof in any manner whatsoever. Any such assignment / sub-letting shall not absolve the contractor of all or any of his obligations, duties and responsibilities under the contract / agreement.

12. DELAY AND EXTENSION OF TIME

In case the work is delayed and/or suspended due to Force Majeure or any other reasons not attributable to the contractor he shall be given suitable extension of time after reasonable assessment of the effect.

13. MAINTENANCE OF WORK

The contractor shall be responsible for the defects liability for a period of 12 months from the date of completion of work. During this period he shall rectify any defects attributable to the contractor and notified to him at his cost.

14. SINGLE POINT RESPONSIBILITY

- i. The scope of work is on the basis of a single bidder solely responsible for the work award or part thereof as per the contract.
- ii. The successful contractor will be allowed to visit the work site for measurement and plan.
- iii. All materials required for fabrication and installation of the work is to be provided by contractor unless otherwise specified.

15. DURATION

Notice of Award (NOA) will be given by ONGC to the contractor to start the work. **The duration of the contract shall be for a period of three months and the same may be extended by one year on the same rates,** terms and conditions at the sole discretion of ONGC. Time period of three months will be reckoned from the 8th day from the date of issue of LOI.



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The contractor shall strictly adhere to time schedule. However, extension in the time specified would be considered from time to time based on merit. However, ONGC shall reserve the right to exercise recovery as per Clause - 1 given above on "Liquidated Damages."

16. PAYMENT TERMS

- The contractor shall make all the bills in printed form in favour of the **I/C Engineering Services, ONGC, Cambay**. These bills in triplicate certified by the corporation's site representative should be produced for verification and payment.
- No indemnity bond will be required if payment is made after erection of the item at site.
- Payment will be made through Internet banking directly to the contractor's account for which complete bank details have to be submitted.
- No advance payment in any form will be made.
- No payment will be made for sub-standard work not meeting the requirements, quality specifications, and standard workmanship unless defects are rectified to the satisfaction of corporation's site representative.

17. Other Technical requirement - Not Applicable

18. Registration - Not Applicable

19. INTERPRETATION:

- 19.1 Words imparting the singular only also include the plural and vice versa except where the context otherwise requires.
- 19.2 The headings and sub-titles in these conditions of the Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
- 19.3 Reference to "Section", "Clause" and "article" and "provision" shall have the same meaning.
- 19.4 Should there be any doubt or ambiguity in the interpretation of the CONTRACT DOCUMENTS or error, omission or contradiction therein or in any of them, the CONTRACTOR shall, prior to commencing the related Work, ask in WRITING



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to the ENGINEER-IN-CHARGE for his decision in resolving the issue, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the CONTRACTOR fail to ask to the ENGINEER-IN-CHARGE for his decision, as aforesaid, prior to commencing the relative Work, the CONTRACTOR shall perform said work at his own risk.

- 19.5 SPECIAL CONDITIONS OF CONTRACT (SCC) shall be read in conjunction with the GENERAL TERMS & CONDITIONS OF CONTRACT (GCC), Technical SPECIFICATIONS, DRAWINGS and documents forming part of this CONTRACT.

Notwithstanding the sub-divisions of the documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read together.

- 19.6 Wherever it is mentioned in the CONTRACT DOCUMENT that the CONTRACTOR shall perform certain WORK or provide certain SERVICES / FACILITIES, it is understood that the CONTRACTOR shall do so at his cost. The materials, design and workmanship shall satisfy the relevant Indian Standard, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

19.7 DEFINITIONS:

The following words and phrases shall have the meaning hereby assigned to them except where the context otherwise requires:

- 19.7.1 "Engineer-in-Charge (EIC)" shall mean the person(s) or agency appointed from time to time by ONGC to act on its behalf to the extent so authorized and notified in writing to the Contractor to perform the duties set out.
- 19.7.2 "Engineer's Representatives" shall mean any resident Engineer or assistant of the engineer or any representative appointed from time to time by ONGC or the Engineer, to perform the duties as set out in Contract hereof whose authority notified in writing to the Contractor by ONGC.
- 19.7.3 "Tender Documents/Bid Documents" shall mean all documents issued by ONGC to the Contractor including letters/telexes, the drawings, the specifications etc. as amended through agreed minutes of meetings, all correspondence of the Contractor issued to ONGC as finally agreed to/modified by ONGC in writing (in the event of any conflict or difference amongst the documents stated herein above, the later dated letter shall have the priority over the preceding one), upon which the Contractor was invited to Bid.



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19.7.4 "Contract" shall mean and includes agreement, General Conditions of Contract, Special Conditions of Contract, Appendices, Annexure, Price Schedule, Scope of work and Technical Specifications, drawings attached hereto and made a part hereof and Work orders, agreed & written amendments pursuant to terms hereof.

19.7.5 ORDER OF PRIORITY:

Notwithstanding the provisions of relevant Clause should there be any ambiguity, conflict, discrepancy or inconsistency, between or amongst the documents listed above; they shall be referred to in order of priority as cited above in order to resolve such conflict / ambiguity / discrepancy / inconsistency. The Contractor shall not have the right to raise claims towards ambiguity / conflicts / discrepancy / inconsistency amongst various documents mentioned above unless such ambiguity/conflicts/discrepancy/ inconsistency has been brought out by him and agreed to by ONGC prior to submission of final Price Bid.

19.7.6 "Construction Schedule" shall mean that sequence and plan of construction activity as affecting or being included in the work which may be represented in drawing indicating the construction activity and completion as planned and which will not be altered except with written consent of ONGC.

19.7.7 "Certificate of Completion and Acceptance" shall mean Certificate of ONGC stating that the Contractor has satisfactorily performed the entire scope of work under the Contract including additional scope of work, if any added subsequently.

19.7.8 "Spread" shall mean that combination of construction equipment including all necessary supporting work and personnel as defined in the Contract and Schedule of Rates and Prices, capable of performing specific portion of the work.

19.7.9 "Scheduled Completion Date" shall mean a date when the completion of entire works is scheduled to be achieved in accordance with the Contract.

19.7.10 "Temporary Works" shall mean all temporary works of every kind needed in or about the works.

19.7.11 "Vendor" when used in connection with materials/plants/ equipments/spare parts procurement shall mean the equipment manufacturer/ supplier (authorized/ approved by the equipment manufacturer) of materials/plants/equipment/ spare part to the Contractor.

19.7.12 "Pre-Commissioning and Start-up" includes checking and testing of the equipment, machinery and pipelines etc. as required by the Contract.



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20 DUTIES & POWERS:

20.1 GENERAL:

There may be more than one ONGC's Representatives, Engineers, and Engineer's Representatives at the same time. ONGC shall appoint and notify the Contractor in writing of the name(s) of ONGC's Representative(s). ONGC from time to time may appoint some other person as ONGC's Representative in place of the person previously appointed.

20.2 ONGC'S REPRESENTATIVE:

The duties of ONGC's Representatives are to act on behalf of ONGC for overall co- ordination and Project Management at site. ONGC's Representative shall have the authority to order changes in the Scope of Work to the extent so authorized and notified by ONGC to the Contractor in writing. ONGC's Representatives shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the works. He will communicate ONGC's approval to the Contractor issue drawings specifications etc. and similar documents pertaining to the works.

He shall also ensure that the works are carried out in accordance with the specifications, drawings and other terms and conditions of the Contract. ONGC's Representative shall have the right to inspect any part of the Works at all reasonable time and order necessary tests to be carried out and reject such works, which are not in accordance with the Contract. He has the right to scrutinize the Contractor's records for the works being done on Day basis. In general, he shall have the authority to oversee the execution of the Works by the Contractor and to monitor compliance by the Contractor of provisions of the Contract. Approval by ONGC's Representative of any or all documents shall in no way relieve the Contractor of the responsibilities of execution of the Work in accordance with the terms and conditions of the Contract.

All notices, instructions, orders, certificates, approvals and all other communications shall be given by ONGC's Representative, same as otherwise provided in the Contract. ONGC's Representative shall carry out such duties in issuing decisions, certificates and orders as specified in the Contract. All notices, information and other communications to be given by the Contractor to ONGC under this Contract shall be given to ONGC's Representative except as otherwise provided.



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20.3 ENGINEER/EIC'S REPRESENTATIVE:

The duties of the Engineer/EIC/Engineer's Representative are to watch, supervise and monitor the works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties, obligations under the Contract, except as expressly provided in this clause or elsewhere in the Contract. He shall not also have any authority to order any work involving delay or any extra payment by ONGC or to make any alteration of or in the works.

ONGC's Representative may from time to time in writing delegate any or Engineer/Engineer's entire Representative the powers and authority vested in ONGC's Representative and shall notify the Contractor in writing of all said delegations of his power and authorities. Any instruction or approval given by an Engineer/Engineer's Representative to the Contractor within the terms of any delegation so notified (but not otherwise) shall bind the Contractor and ONGC as though it had been given by ONGC's Representative subject to the following provision:

Failure of any Engineer/ Engineer's Representative to disapprove any work or materials shall not prejudice the power of ONGC's Representative thereafter to reject that work or materials and to order (subject to Inspection Clause) pulling down, removal or breaking up of them subsequently.

20.4 REPRESENTATION BY CONTRACTOR:

If the Contractor is dis-satisfied with any decision of ONGC's Representative, he may refer the matter to ONGC and the Contractor shall meet as soon as practicable to reach an amicable agreement.

All delays caused due to such action of the Contractor shall be to his account.

20.5 CONTRACTOR'S REPRESENTATIVE:

The Contractor's Representative shall have the entire power requisite for the performance of works. The Contractor's Representative shall liaise with ONGC's Representative & Engineer's Representative for the proper co-ordination and timely completion of the works and on any other matters pertaining to the works. Such Contractor's Representative shall be available to ONGC's Representative in the vicinity of each site during the execution of works.

20.6 INDEPENDENT CONTRACTOR:



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The Contractor shall act as an independent Contractor in performing the Contract. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

Subject to the compliance with the Contract, the Contractor shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-contractors engaged by the Contractor in performing the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of ONGC and nothing contained in the Contract or in any sub-Contract awarded by the Contractor shall be construed to create any contractual relationship between any such employee/ representative or sub-contractor and ONGC. Contractor shall be responsible for the acts, defaults or negligence of the Contractor, his agencies and their workmen.

20.7 MEMBERS OF THE ONGC NOT INDIVIDUALLY LIABLE:

No Director, or official or employee of the ONGC shall in any way be “**personally bound or liable**” for the acts or obligations of the ONGC under the CONTRACT or answerable for any default or omissions in observance or performance of any of the acts, matters or things which are herein contained.

20.8 ONGC NOT BOUND BY PERSONAL REPRESENTATIONS:

The CONTRACTOR shall not be entitled to any increase on the CONTRACT RATES or any other right or claim whatsoever by reason of any representation, explanation or statement on alleged representation, promise or guarantees given or alleged to have been given to him by any person.

20.9 POWER OF ENTRY:

If the CONTRACTOR at any time in the opinion of ENGINEER-IN-CHARGE

- i) Does not commence the WORKS in the manner described in the CONTRACT DOCUMENTS or
- iii) fail to carry on the works in conformity with the CONTRACT DOCUMENTS or
- iii) Fail to carry on and execute the WORKS in accordance with the agreed time schedule, or
- iv) Substantially suspend WORK or the WORKS for a period of fourteen days without authority from ENGINEER-IN-CHARGE, or



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- v) fails to carry on and execute the WORKS to the satisfaction of the ENGINEER-IN-CHARGE, or
- vi) fail to supply sufficient or suitable CONSTRUCTION PLANT, TEMPORARY WORKS, labour, materials or things, or
- vii) commit or suffer or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- viii) if the CONTRACTOR shall abandon the works, or
- ix) if the CONTRACTOR during becomes bankrupt, make any arrangement or composition with his creditors, or permits any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstructions,

then in any such case, the ENGINEER-IN-CHARGE shall have the power to enter upon the WORKS and take possession thereof and of the materials, TEMPORARY WORKS, CONSTRUCTIONAL PLANT and stock thereon and to revoke the CONTRACTOR's right to use the same and to complete the WORKS by his agents, other Contractors or workmen or to relegate the same upon any terms to such other person, firm or corporation, as ONGC in its absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, TEMPORARY WORKS, CONSTRUCTIONAL PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable and without making any payment or allowance to the CONTRACTOR for the use of the TEMPORARY WORKS, CONSTRUCTIONAL PLANT and stock or being liable for any loss or damage thereto and if the ENGINEER-IN-CHARGE shall by reason of his taking possession of the WORKS or of the WORKS being completed by the other Contractor (due account being taken of any such extra work or works which may be omitted) then such excess amount as certified by the ENGINEER-IN-CHARGE shall be deducted from any money(ies) which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good or paid to the ONGC by the CONTRACTOR and the ENGINEER-IN-CHARGE shall have power to sell in such manner and for such price as he may think fit all or any of the CONSTRUCTIONAL PLANT, materials, etc. constructed by or belonging to and to recap and return the said deficiency or any part thereof out of the proceeds of the sale.



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20.10 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN:

In any case in which any of the powers conferred upon ONGC and shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amount to the whole of his security deposit and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the ONGC putting in force the powers vested in it, it may, if it so desires, take possession of all or any tools and plants, materials and stores in or upon the WORKS or the SITE thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof by paying or allowing for the same in account at the CONTRACT rates given in PRICE SCHEDULE or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his REPRESENTATIVE, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the EIC may remove them at the Contractor's expenses or sell them by auction or private sale on account of the CONTRACTOR at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

21.0 ASSIGNMENT/SUB-CONTRACTING AND PROCUREMENT:

21.1 ASSIGNMENT:

The Contractor shall not except with the express prior approval in writing of ONGC, transfer sub- contract or assign his obligations or any benefit or interests in the Contract or any part thereof in any manner whatsoever. Any such assignment shall not absolve the Contractor from his obligations and responsibilities under this contract. In case any tax benefit is derived by the Contractor consequent upon assignment of part of the works covered under the Contract by way of sub-contracting or assignment as per relevant clause of the Contract from a non-resident



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Company to a resident Company due to the reductions of tax payable, then the Contract Price shall be reduced by an amount of tax benefit, so derived due to change of status of the Company from non-resident to resident.

21.2 CONDITION OF SUB-CONTRACTING:

The following conditions shall apply as regards sub- contracting of any portion of the work pertaining to design, engineering, procurement, fabrication, transportation, installation, erection, inspection, hook-up, testing and pre-commissioning and commissioning of works entrusted to the Contractor:

- i) 100% back-to-back sub contracting of work is prohibited. The Contractor may sub-contract any portion of the work entrusted to him only with the prior written consent of ONGC. The extent to which the Contractor may sub-contract part of the works shall be as stated in his tender and as accepted/ approved by ONGC. All sub-contracting arrangements shall be finalized and sub-contractors to be deployed shall be firmed up by the Contractor within two weeks from the date of placement of Letter of Intent by ONGC or prior to the date fixed by ONGC for Kick-Off Meeting, whichever is earlier. A signed copy of the Agreement/Memorandum of Understanding or some similar documents indicating the undertaking from the sub-contractor to perform the work for the Contractor shall be furnished by the Contractor to ONGC prior to kick-off meeting. The Contractor shall subsequently submit a copy of his detailed agreement with the sub-contractor indicating the scope of work of the sub-contractor.
- ii) Any change in the sub-contractor(s) after the arrangement is firmed up as mentioned in 3.2(i) above, will be made by the Contractor only with the prior written approval of ONGC and only from amongst those sub-contractor(s) as proposed by the Contractor in his tender and as are found technically acceptable.
- iii) Sub-Contracting as mentioned herein shall not relieve the Contractor of his obligations and responsibilities under this contract.

21.3 CONDITIONS FOR PROCUREMENT/SELECTION OF MAKES AND VENDOR:

- i) In case of plants/equipments/materials and other allied equipments to be procured for the works covered under the Contract, the Contractor shall, subject to the limitation with regard to selection of vendor(s), make(s) of plant/equipment/material as contained in Contract, procure the required plant/equipment/material from amongst the make(s) and vendor/material which have been found to be acceptable and approved by ONGC under the vendor list. The Contractor shall not procure plant/equipment/ material of make(s) and from vendor(s) other than those agreed and approved by ONGC, without prior written approval of ONGC.
- ii) For all plants/equipment/materials, for purpose of selection of the make(s) and vendor(s), the Contractor shall during detailed engineering notify the intended



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make(s) and vendor(s) and furnish to ONGC one copy of the complete technical bid and all technical correspondence and clarifications received from vendor and also furnish their past experience and performance track record for the purpose of providing to the satisfaction of ONGC that they have met the specifications/requirements similar to or stringent than those given in the Contract Specifications. ONGC shall have right to hold detailed technical discussion with the vendor(s) and visit vendor's works. ONGC shall examine the details submitted by the Contractor and ascertain the suitability of the proposed make(s) and vendor(s) capabilities to execute the work. ONGC shall have authority to dis-approve or reject the proposed make(s) and vendor(s) which do not meet the requirement of the Contract. The decision of ONGC in this regard shall be final and binding on the Contractor. The purchase order will be issued by the Contractor only after written approval of ONGC from amongst make(s) and vendor(s) which have been approved by ONGC.

- iii) Procurement of plants/equipments/materials from vendor(s) as approved by ONGC shall not relieve the Contractor of his obligations and responsibilities under this Contract.

21.4 APPROVAL FOR SUBCONTRACTING

The approval for finalizing sub-contracting arrangement and procurement of plants/equipments/materials shall be given by ONGC only if the Contractor ensures the following:

- i) The proposed sub-contractor(s) possess adequate experience and capabilities to execute the work other facilities proposed to be deployed are adequate and are of equivalent or higher capacity than those proposed in the Contractor's tender and acceptable to ONGC
- ii) The make(s) and type(s) of the plants/equipments/ materials being offered by the vendor(s) are equivalent or superior to those specified in the Contract and the vendor(s) possess the requisite experience and capabilities to execute the order and their product has a proven track record of meeting the requirements/specifications similar to or stringent than those given in the Contract Specifications.
- iii) The Contract Price as contained in the Contract shall remain firm and unchanged except that cost benefits accruing to the Contractor as mentioned in clause 5.7.3 of the SCC or on any other account shall be passed on to ONGC.
- iv) The Contractor shall not be entitled for any time and cost compensation on account of the approvals by ONGC.

21.5 TERMINATION OF SUB-CONTRACT (S)



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If any SUB-CONTRACTOR engaged upon the WORKS at the SITE executes any work which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT DOCUMENTS, the ENGINEER-IN-CHARGE may give written notice to the CONTRACTOR requesting him to terminate such SUB-CONTRACT and the CONTRACTOR upon the receipt of the such notice shall terminate such SUB CONTRACT and the SUB-CONTRACTOR shall forthwith leave the WORKS, failing which the ENGINEER-IN-CHARGE shall have the right to remove such SUB CONTRACTOR from the SITE.

21.6 CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any sub contracts, the CONTRACTOR shall be and shall remain solely responsible for the quality, safety and proper and expeditious execution of the WORKS and the compliance of all the conditions of the CONTRACT in all respects as if such Sub-Contracting or sub letting had not taken place, and as if such work had been done directly by the CONTRACTOR.

22.0 GENERAL OBLIGATIONS OF THE CONTRACTOR:

22.1 GENERAL:

The General Conditions of the Contract, Special Conditions of Contract and the other documents referred to elsewhere in the relevant Clause shall be complied with by the Contractor.

22.2 KNOWLEDGE OF SITE CONDITIONS:

22.2.1 The Contractor's undertaking of this Contract to carry out the works shall be deemed to be based on and made/in the light of (a) all data of hydrological, sub-surface, climatic and physical conditions, and (b) all criteria of design which ONGC has expressly required the Contractor to take into account for carrying out the works.

22.2.2. The Contractor shall, nevertheless, be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself the form and nature thereof including the sub-surface, the hydrological and climatic conditions, the quantities and nature of the work and materials necessary for the completion of the works, the means of access to the site and the accommodation he may require, and in general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it.



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22.2.3 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Contractor undertaking the works shall cover all the Contractor's obligations and all matters and things necessary for the proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which ONGC's Representative may issue in connection therewith and of any proper and reasonable measures which the Contractor takes in the absence of specific instructions from ONGC's Representative.

22.3 RISK OF CONSTRUCTIONAL PLANT AND EQUIPMENT BREAKDOWN AND WEATHER CONDITIONS:

22.3.1 CONSTRUCTIONAL PLANT AND EQUIPMENT BREAKDOWN:

- a) It is expressly understood that breakdowns of the Contractor's constructional plant and equipment on land or at site location during the execution of works shall not be regarded as physical conditions which could not have reasonably been foreseen by the Contractor and as such, the costs of such breakdowns and any resultant delays and costs thereof will be to the Contractor's account.
- b) The Contractor shall ensure that the Constructional plant and equipment brought by him to the site are in good working condition. ONGC would need a certificate from the Contractor that his constructional plant and equipment before mobilization at site are adequate and in good working order to carry out the works. ONGC reserves the right to inspect such constructional plant and equipment upon its arrival at the site and the Contractor shall intimate to ONGC well in advance of mobilization of such constructional plant and equipment to site to enable ONGC to arrange inspection. However, such an inspection by ONGC will not relieve the Contractor of his responsibilities about the adequacy of physical fitness of constructional plant and equipment.

The Contractor shall schedule repair and maintenance of his constructional plant and equipment in such a way that constructional plant and equipment breakdown will not delay completion of works beyond the scheduled completion date. If the Contractor's constructional plant and equipment experience breakdown of such frequency and type that delay in completion of the works beyond the scheduled completion date is probable, the Contractor shall take immediate action, and replace such constructional plant and equipment and/or mobilizes suitable additional constructional plant and equipment in timely manner at no additional cost to ONGC as necessary to prevent delay in completion beyond the scheduled completion date.



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If due to the occurrence of breakdown to the Contractor's constructional plant and equipment, the execution of the works is suspended or adversely affected for a period of 30 continuous days and the Contractor has not taken any positive action to remedy the condition to the satisfaction of ONGC, ONGC shall enforce provisions of Clause 6.4.2.

If during the course of execution of works, it is considered by ONGC's Representative that the constructional plant and equipment are not adequate/sufficient; the Contractor at his own cost shall mobilize additional constructional plant and equipment to complete the works in time.

The Contractor will not demobilize any equipment etc. deployed for the job without prior written approval of ONGC which approval shall not be unreasonably withheld.

22.3.2 WEATHER CONDITIONS:

- a) The Contractor shall bear all the costs and delay due to adverse weather conditions/weather down time experienced during the execution of the works.
- b) The Contractor shall bear all the costs and delays due to adverse weather conditions/weather down time of the construction plants and equipments etc. experienced during the execution of the works at the work site including any extended period arising from reasons attributable to ONGC.

22.4 CONTRACT ADMINISTRATION:

- 22.4.1 The Contractor is bound to carry-out, complete and maintain the works only according to the Contract.
- 22.4.2 The Contractor shall accept instructions and directions only from ONGC's Representative or the Engineer or from an Engineer's Representative or from such other higher authority of ONGC as may be specified in writing.
- 22.4.3 ONGC's Representative may give the Contractor directions and instructions about the execution of the works and may take decision and issue directions about the acceptability of materials and quality of workmanship to be used in the works and the Contractor shall adhere to and comply with those directions, instructions and decisions of ONGC's Representative in accordance with the Contract.
- 22.4.4 If the Contractor disputes any direction, instruction or decision of ONGC's Representative, that direction, instruction or decision shall (without prejudice to the Contractor's duty to adhere to and comply with it in carrying out the works) have only provisional effect with regard to the final rights and duties of the parties and the Contractor shall continue to carry out the work, and shall have to

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represent against such directions, instructions or decisions of ONGC's Representative, to ONGC with intimation to ONGC's Representative in writing prior to invoking the provisions of clause 26 & 27 of GCC to resolve the said dispute and only then clause 26 & 27 shall apply to the said dispute and any delay in implementing the said direction, instruction or decision shall be to the Contractor's account.

22.5 PROGRAMME OF WORK:

22.5.1 Within seven days after the award of the works covered under this Contract, the Contractor shall submit to ONGC for its approval a detailed programme showing the sequence procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by ONGC's Representative or the Engineer's Representative, furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Contractor shall conform to the duties and period specified in the Contract. ONGC and the Contractor shall discuss and agree upon the work procedures to be followed for effective execution of the work. The constructional plant and equipment and temporary works, which the Contractor intends to deploy, shall be clearly specified. Approval by ONGC's Representative of a programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

22.5.2 CONTRACTOR'S ORGANIZATION:

The Contractor shall supply to ONGC an organization chart showing the proposed organization to be established by the Contractor for ONGC and the work including the identities and curriculum of the key personnel to be employed in the works within Ten days of the Effective Date of Commencement of Works. The Contractor shall promptly inform ONGC, in writing, of any revision or alteration of such organization charts.

22.5.3 Contractor shall submit Purchase specification for vendor related items for procurement with relevant details like dimensional drawings along with material data in line with the relevant specifications, codes etc. for review and approval of ONGC subsequent to which only items shall be ordered / manufactured / fabricated / procured. Contractor shall also submit copy of Purchase Order placed on the vendors for various items.

22.5.4 DRAWINGS FOR EXECUTION OF WORK:

Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be generated by CONTRACTOR and got approved from ONGC. (Wherever applicable)



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CONTRACTOR shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings, specifications and bring to the notice of ENGINEER-IN- CHARGE, discrepancies, if any before carrying out the WORK, even if individual drawing is approved by ONGC.

Copies of all detailed working drawings relating to the WORKS shall be kept at the CONTRACTOR's office at the SITE and shall be made available to the ENGINEER-IN-CHARGE / EIC's REPRESENTATIVE at all the time during the CONTRACT.

Drawings / data are to be furnished by the CONTRACTOR, within the specified agreed time.

Where approval of drawings before manufacturing / construction / fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER- IN-CHARGE and get approved before proceeding with manufacturing / construction / fabrication as the case may be. Any change that may become necessary in these DRAWINGS during the execution of the WORK, shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE, at no extra cost. In case any DRAWING approved for construction contains some ambiguity but have been APPROVED by ONGC / CONSULTANT the ultimate responsibility for getting such drawing rectified lies with the CONTRACTOR and CONTRACTOR shall correct / re-do the WORK even if executed / constructed in part or in full. Any claim for compensation shall be not be admissible in such cases.

22.5.5 Drawings & documents shall be commented / APPROVED by ONGC within 15 days of receipt by ONGC.

22.6 PROVISION OF COMPETENT SUPERVISORS/WORKMEN:

22.6.1 The Contractor shall provide necessary supervision during the execution of the works and as long thereafter as ONGC may require fulfillment of the Contractor's obligations under the Contract. The Contractor or his competent and authorized representative(s) shall be constantly present at the work site for whole time for Project supervision. The Contractor shall authorize the supervisor or his representative to receive directions and instructions from ONGC's Representative or the Engineer's Representative.

The Contractor shall be responsible for the recruitment, transportation, and accommodation and catering of all labour local or expatriates required for the execution of the works and for all payments in connection thereof.



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22.6.2 The Contractor shall provide and employ on the site for carrying out the works only those technicians/ assistants who are skilled and experienced in their respective trades and those foremen and leading hands who are competent to give proper supervision to the work they are required to supervise. Further, only those skilled, semi-skilled and un-skilled workmen who are necessary for the proper and timely execution of the works shall be employed at site.

22.6.3 The Contractor shall ensure that his personnel behave properly and in an orderly manner. The personnel of the Contractor shall be professionally competent and diligent and shall be suited for the works. Any breach of the aforesaid provision on the part of the Contractor/its personnel shall entitle ONGC at its option to terminate the Contract without prejudice to any other right or remedy available to it.

22.7 SAFETY PROCEDURES AND RESTRICTIONS:

22.7.1 The Contractor shall not do any exploratory excavations, including drilling/boreholes, without the permission from ONGC's representative.

22.7.2 WATCHING AND LIGHTING:

The Contractor shall, in connection with the works, provide and maintain at his own cost all lights, guards, fencing, markers and watching when and where necessary or required by ONGC's representative or the Engineer's representative or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

22.8 TIME SPAN FOR RESPONSIBILITY OF WORKS:

From the time of commencement of the works to the issue of a Certificate of Completion and Acceptance of the works pursuant to clause 8.6 the Contractor shall be fully responsible for the care of works and of all Temporary works. In case any damage, loss or injury happens to the works or to any part of them or to any Temporary works from any cause whatsoever other than war risks including damage caused by the Contractor himself during the execution of the Contract, the Contractor shall repair and make good the same at his own cost. The Certificate of Completion and Acceptance will be issued by ONGC only if the works are in good order and conditions and conforms in every respect with the requirements of the Contract and ONGC's representative's instructions in accordance with the Contract. Notwithstanding the foregoing, in case ONGC accepts any part of the works by issuing a part certificate of completion and acceptance in accordance with the provisions of Clause No.6.6 of the contract, ONGC shall be responsible for the care of such part of the works and for any damage which occurs during the period if such part of the works are in the custody of ONGC.



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22.9 LAWS/REGULATIONS:

- 22.9.1 The Contractor shall give all notices and pay all duties, taxes, charges and fees except where otherwise expressly provided in the Contract required to be given or paid by any Central or State statute, ordinance or other law or any regulation or by law of any international, local or other duly constituted authority in relation to the performance of the works or of any Temporary works and by the rules and regulations of all public bodies and Companies whose property or rights are affected or may be affected in any way by the Works or any Temporary work(s), the Contractor shall acquire all permits, approvals and/or licences from all local, state or central government authorities or Public Sector undertakings in the country where the site is located, which such authorities required the Contractor to obtain in its name and which are necessary for the performance of the Contract including interest limitations, import licenses for materials and visas for the Contractor's and sub-contractors personnel and entry permits for all imported construction equipments and shall acquire all other permits, approvals and/or licenses which are not the responsibility of ONGC and which are necessary for the performance of the Contract, at his cost (i.e. Contractor's cost).
- 22.9.2 The Contractor shall comply with and conform in all respects and shall ensure that all his sub-contractors also comply with and confirm in all respects with the provisions of any statute, ordinance or law as aforesaid including but not limited to all applicable labour laws such as Contract Labour (R&A) Act, Minimum Wages Act, Workmen Compensation Act, Payment of Wages Act, etc. and the regulations or by laws of any international, local or other duly constituted authority which may be applicable to the works or to any Temporary Works and with such rule and regulations of public bodies and companies as aforesaid and shall be responsible for all costs arising from compliance and/or violation of the same and shall keep ONGC indemnified against all penalties and liabilities of every kind for breach of any statute, ordinance or law, regulations or bye-law. The Contractor shall obtain a license under the Contract Labour (R&A) Act, before starting the works under the Contract.
- 22.9.3 All fossils, coins, articles of value or antiquity and structure and other remains or things of geological or archeological interest discovered at the site or during the works shall be absolute property of ONGC. The Contractor shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any said article or thing and shall immediately on discovery thereof and before removal acquaint ONGC's Representative of the discovery and carry out at ONGC's cost the disposal of it at ONGC's Representatives orders at rate to be mutually agreed where such rates are not available in the Contract.

22.10 MISCELLANEOUS RESPONSIBILITIES:



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- 22.10.1 Unless otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stone, sand , gravel, clay or other materials required for the works or Temporary works.
- 22.10.2 All operations necessary for the execution of the works and for the construction of any Temporary works shall, so far as compliance with the requirements of the Contract permits, be carried out so as not to interfere unnecessarily or improperly with public convenience or the access to, use and occupation of navigable and other water, waterways, channels, road streets, harbours of harbour works, fisheries, natural harbours and anchorages and other places or shelter by sea or lands, public or private roads and footpaths or properties, whether in the possession of ONGC or of any other person and the Contractor shall indemnify ONGC against all claims, demands, proceedings, damages, costs, charges and expenses whatever arising in relation to any said matters in so far as the Contractor is responsible thereof.
- 22.10.3 The Contractor shall use every reasonable means to prevent any of the highways, waterways, bridges, locks, docks, sea walls, harbor works or navigation marks, communicating with or on the routes to the site from being damaged or obstructed by any traffic of the Contractor or any of its sub-contractors. The Contractor shall select routes, choose and use vehicles and vessels and restrict and distribute loads and cargo such that any extra-ordinary traffic and material from and to the site will be limited as much as is reasonably possible and so that unnecessary damage or injury may be occasioned to highways and other works aforesaid.
- 22.10.4 The Contractor shall in accordance with the requirements of ONGC's representative, afford all reasonable opportunities for carrying out their work to any other contractors employed by ONGC and their workmen and to the workmen of ONGC and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any contract which ONGC may enter into in connection with or ancillary to the works. When instructed by ONGC or its representative, the Contractor shall also liaise and co-ordinate with ONGC's other contractors for proper execution of the works.

In complying with the requirements of this clause at the instance of ONGC/ONGC's Representative, should the Contractor be delayed in the construction schedule, or should the Contractor incur additional costs, ONGC will not compensate the Contractor. However, the Contractor will receive an appropriate extension of time if it affects critical path of the construction schedule and provided the Contractor had notified immediately to ONGC about occurrence of such hindrance to their works provided further the delay or any part of it is attributable to ONGC.



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- 22.10.5 Unless otherwise specified, the Contractor shall at his own expense supply and provide all the Constructional Plant and equipment, Temporary works, materials, both for temporary and for permanent works, labour (including the supervision of it), transport to and from the site and in and about the works, and other things of every kind required for design and engineering, procurement, fabrication construction, tie-in, transportation, installation, hook-up, testing, pre-commissioning, start-up, commissioning and making good of the works, including during the period of Guarantee for the works required to be performed by the Contractor at his own cost in accordance with the provisions of the Contract.
- 22.10.6 On the completion of the works, the Contractor shall clear away and remove from the site all Temporary works, Construction Plant and Equipment, surplus materials which he had provided, including any wreckage, debris and rubbish of every kind caused by the Contractor or his sub-contractor at his own cost and leave the whole of the site and works clean and in a workman like and safe condition. If the Contractor fails to remove all such materials, debris and rubbish, ONGC shall have the right to get them removed and any cost incurred by ONGC in doing so shall be recovered from the Contractor.
- 22.10.7 It shall be the responsibility of the Contractor to ensure full compliance of the following security provisions.
- To obtain duty passes for all the personnel well in advance from the Security Section of ONGC after providing the prescribed Declaration Forms along with 2 stamp size photographs in respect of each person.
 - To ensure that none of the personnel carry any type of cameras nor, do any photography in or around any of ONGC's installations/facilities projects. Photography on or around work locations is completely prohibited.
 - To ensure that all personnel display the Non- employee duty passes issued by the Security Section of ONGC on work.
 - To ensure that all the personnel engaged by them abide by the security and discipline Rules prescribed from time to time by the Security Section of ONGC.
 - To comply with any directive as may be prescribed/ given by ONGC from time to time in respect of security matters.

23.0 MATERIALS AND WORKMANSHIP:

23.1 GENERAL:

All materials and workmanship shall be as specified in the Contract and in accordance with the requirements of the Contract. All materials and workmanship



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shall be subjected from time to time to tests inspections which ONGC's representative may direct either at the place/agency of the manufacture or fabrication or at the Site or at such other place(s) or agency(ies), as may be required for execution of the works as per the Contract, at the cost of the Contractor. The Contractor shall provide assistance, instruments, machines, labour and materials which are normally required for measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing, as may be selected and required by ONGC's representative. ONGC shall be entitled to attend the said tests and/or inspected by ONGC's representative or duly authorised/ designated inspector. In case, the tests/inspections are not performed during the period or at the time mutually agreed, ONGC shall have the right to get the tests/inspections attended to or performed through an independent agency(ies) or any other authorised inspector(s) and all costs incurred by ONGC in doing so shall be recovered from the Contractor. Before any material is incorporated/used in the works, the Contractor must obtain necessary approval from ONGC.

Tests of materials, equipments, systems and workmanship shall include but are not limited to the tests referred by the Contract specifications.

The testing of all welders, if included in the scope of work as required by the Contract Specifications, shall be to the sole account of the Contractor, including but not limited to the time spent by workmen engaged upon for such tests or re-tests, and the provisions of all materials, equipments and supervision required for the performance of such tests or re-tests to the satisfaction of ONGC's representative in accordance with the Contract. The Contractor agrees that neither the execution of a test and/or inspection of materials or any part of the works nor attendance by ONGC's Inspector nor the issue of any Test Certificate pursuant to Clause 5.6 shall free the Contractor from any responsibility of execution of the works in accordance with the Contract.

23.2 COST OF SAMPLES:

All samples shall be supplied by the Contractor at no extra cost to ONGC, if their supply is provided for or intended by the Contract Specifications.

23.3 COST OF TESTS:

23.3.1 The cost of conducting any and all tests provided for in the scope of work/Contract Specifications and/or intended to meet the requirements of the Contract shall be borne by the Contractor.

23.4 Unless otherwise specified cost of all works/tests etc. as specified in the Contract are deemed to be included in the price of the Contract.



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23.5 ACCESS FOR INSPECTION/TESTS:

ONGC's/EIC's representative/Engineer or any person authorised by him, shall at all times, have access to the works and to the site and to all workshops and places where the work is being prepared or where materials, manufactured articles or machining are being obtained for the works to inspect the progress and the manner of manufacture or construction provided that ONGC shall give the Contractor reasonable prior notice.

Whenever the Contractor is ready to carry out any such test or inspection, the Contractor shall give reasonable advance notice of such test and or inspection and of the place and time thereof. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable ONGC's Inspector to attend the test and/or inspection. The Contractor shall provide every facility for and necessary in assistance in obtaining the right of access including (without limitation thereto) the provision of transport to and from the site for ONGC's personnel including ONGC's Representative and the Engineer's Representative. All access to works at site and other places provided by the Contractor shall in all respects be protected and safe.

The Contractor shall provide ONGC with a certified report of the results of any such test and/or inspection.

23.6 OPPORTUNITY FOR INSPECTION OF WORKS:

23.6.1 Any part of the works shall not be covered up or put out of view without the approval of ONGC's representative or the Engineer/Engineer's representative and the Contractor shall give reasonable notice and provide full opportunity to ONGC's representative or the Engineer/Engineer's representative to examine and measure any work by providing the facilities for examinations and measurement including the equipment required for them, which is about to be covered up or put out of view or installed below the surface of the sea land or river and to examine foundation before permanent work is placed on them. The Contractor shall give the notice to ONGC's representative or Engineer/Engineer's representative whenever any work of foundations are ready or about to be ready for examination and ONGC's representative or Engineer/Engineer's representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine/measure/inspect the works.

23.6.2 The Contractor shall uncover any part of the works or make opening in or through it as ONGC's representative from time to time directs and shall reinstate and make good such part or parts to the satisfaction of ONGC's / EIC's representative in accordance with the Contract.



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23.6.3 If any part uncovered or opened pursuant to clause 5.6.2 of the Contract has been covered up or put out of view after compliance with the requirements of clause 5.6.1 and after inspection it is found to be executed in accordance with the Contract, the expenses for uncovering making openings in or through reinstating and making the same good shall be borne by ONGC and appropriate time extension shall be granted to the Contractor in the event that project critical path is affected. Should project critical path not be affected, only cost impact will apply. But in any other case all the expenses shall be borne by the Contractor and time affect, if any, shall be to the Contractor's account.

23.7 REMOVAL/REPLACEMENT OF IMPROPER WORK AND MATERIALS:

23.7.1 During the progress of the works, ONGC's representative shall have the power to order:

- i) the removal from site of any materials which are not in accordance with the Contract, and which are supplied by the Contractor. The material shall be removed by the Contractor at his own expense.
- ii) the substitution of proper and suitable materials according to the Contract specifications, at Contractor's cost.
- iii) the removal and rectifications of any work (notwithstanding any previous test thereof or interim payment thereof) which in respect of material or workmanship is in the opinion of ONGC's representative not in accordance with the Contract, at Contractor's cost. Such orders shall be issued by ONGC's representative in writing.

23.7.2 In case the default on the part of the Contractor in carrying out an order pursuant to clause 5.7.1 ONGC shall be entitled to employ and pay other person to carry out such works and all expenses consequent thereon or incidental thereto shall be recoverable with interest from the Contractor by ONGC. ONGC will notify the Contractor of the amount so incurred by it. If the Contractor fails to pay the amount to ONGC within 30 days from the receipt of the notice the amount may be deducted by ONGC from any money which is due or which may become due to the Contractor.

23.7.3 In the event the Contractor proposes substitution of any materials etc., it shall be the Contractor's responsibility to prove to ONGC that the materials offered by him are equivalent or better in specifications than those specified in the Contract. Cost savings, if any, arising out of any substitution of material shall be passed on to ONGC. Cost increase, if any, due to substitution shall be borne by the Contractor. The Contractor shall obtain prior written approval from ONGC for resorting to substitutions of materials etc. It will be the Contractor's responsibility to submit all



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relevant documents including vendor quotation/invoice to establish reasonability of the cost and decision of ONGC shall be final and binding on the Contractor.

23.8 SUSPENSION OF WORK BY ONGC:

ONGC may by serving notice in writing to the Contractor, order the Contractor to suspend performance of all or any of his obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, its effective date and the reason there of. The Contractor shall there upon suspend performance of such obligation until order in writing to resume such performance by ONGC.

24.0 EFFECTIVE DATE OF CONTRACT/COMMENCEMENT & COMPLETION DATES:

24.1 DATE OF COMMENCEMENT:

The effective date of this CONTRACT coming into force for all practical purpose including the commencement of works shall be the date of Fax order / AWARD OF WORK through letter / Fax. Delay in signing of CONTRACT shall have no effect on the above date of commencement.

24.2 START OF FABRICATION/INSTALLATION:

Prior to taking up fabrication/installation of any major component of work, the Contractor shall submit to ONGC his proposed construction sequence and procedures and obtain ONGC's approval in writing.

24.2.1 In case during execution of works the progress falls behind schedule, the Contractor shall deploy extra man power/equipments/resources to make up the progress. Programme for deployment of extra man power/equipment/ resources will be submitted to ONGC for its review and approval. All time and cost effect in this respect shall be borne by the Contractor unless otherwise expressly provided in the Contract.

24.2.2 TIME OF COMPLETION:

Time and date of completion shall be the essence of the CONTRACT. The CONTRACT shall commence with effect from date of Fax order / award of CONTRACT and shall be completed on or before the time schedule of Completion as mentioned in NIT.

24.2.3 EXTENSION OF TIME:



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Normally, time extension beyond scheduled completion period shall not be permitted. However, in case of delays in execution of works, when the WORKS are not likely to be completed in the specified time period, ONGC without prejudice to any other Terms and Conditions of the CONTRACT, may at its option permit extension of time period as deemed fit to enable the CONTRACTOR to complete the WORKS. The CONTRACTOR shall request in writing to ONGC **“Well in advance”** for such on extension of time for completion of the WORKS with proper reasons and justification in detail for delays.

24.3 DELAY IN CONSTRUCTION (ONGC'S DEFAULTS):

ONGC will make every reasonable effort to furnish the materials required to be provided by ONGC as per the terms of the Contract and the handing over of site under the Contract in due time so as not to delay the execution of the work. In case of any held up of the work of the Contractor on account of non-availability of any of these items, no compensation by way of claims is admissible but only corresponding extension of time limit would be granted to the Contractor.

24.4 DELAY IN CONSTRUCTION (CONTRACTOR'S DEFAULT)

24.4.1 COMPLETION:

The Scheduled completion date for the works, covered by this Contract shall be as mentioned in NIT/ bid document. Contractor agrees that time shall be the essence of the Contract and subject to any requirement(s) in the Contract Specifications as to the time of completion of any part(s)/ stages of activity(ies) of the Works before completion of the whole of the Works, the whole of the Works shall be completed within the Scheduled Completion date as mentioned above or the extended date (extended as per provisions of the Contract) of completion of the Works.

Notwithstanding the above provisions, the Company reserves in itself the right, if the exigencies of the project under consideration so required, to phase out the completion of any part of the Works by mutual agreement.



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B.SCOPE OF WORK

Scope of Work for REPAIR OF MUD PUMP 3PP300 OF WORK OVER RIG ROM TW 50 VII

MUD PUMP 3PP300 OF WORKOVER RIG ROM TW 50 VII, IS USED FOR WORKOVER ACTIVITIES AT CAMBAY SUB ASSET OF ONGC CAMBAY, PRESENTLY THIS PUMP IS UNDER MAJOR BREAKDOWN DUE TO INTERNAL DAMAGES TO ITS VARIOUS MECHANICAL COMPONENTS, DETAILS OF WHICH IS LISTED IN SCOPE OF WORK.

SCOPE OF WORK: The following works are required to be undertaken by bidder.

Transportation of mud pump in present dismantled condition from ONGC cambay workshop to vendor's repairing/manufacturing shop.

Further dismantling of mud pump as per work requirements and offer for pre repair inspection.

Inspection of Listed material at Vendor's workshop.

Repair of Mud pump as per annexure-I and II listed below.

Inspection of Mudpump prior to its dispatch for satisfactory performance.

Transportation of assembled pump back to workshop or any of the work over sites of cambay sub asset along with proper insurance.

Bearing must be procured either from the manufacturer or its authorized dealer as per listed make and proof must be submitted to ONGC to ensure Genuineness of the material.

All damaged/worn out parts must be returned back to ONGC.

Annexure I – (Replacement of following damaged parts)

Annexure II – (Repair of following damaged parts)

Price Format

Annexure I

	Pump internal assembly				
S.No	Item Description	Unit	Qty	Rate	Amount
1	Single row radial roller bearing NU 1084M (420X620X90) of following make: SKF,NSK,URB Romania	Nos	2		
2	Extracting bushing 22232K+AH3132(160X290X80) of following	Nos	1		



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	make: SKF,NSK,URB Romania				
3	Single row radial roller bearing NU 2320M (100X215X73) of following make: SKF,NSK,URB Romania	Nos	2		
4	Single row radial roller bearing NU2230M (150X270X73) of following make: SKF,NSK,URB Romania	Nos	1		
5	Big end bearing set of connecting rod of following make: GGB,IMO	Set	3Set		
6	Small end bearing set of connecting rod with Gudzon pin of following make: GGB,IMO	Set	3Set		
7	Packing for both ends of crank shaft of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
8	Packing for both ends of Driving shaft of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
9	Shims for crank shaft	Nos	10		
10	Flexible ring of Dia 270mm of crank shaft end of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	1		
11	O Ring of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	6		
12	Flexible ring of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
13	Coter Pin 5,6X43	Nos	12		

Tooth Crank Shaft

14	PIN M 12X1 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	8		
15	PIN M 7X1 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
16	PIN M 6X0,5 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	3		
17	PIN M 16X1,5 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		

Lubricating System

19	Oil filter G1 with magnet	Nos	1		
20	Suction filter G1/2"	Nos	1		
21	Rotary joint P1-8	Nos	4		



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22	Joint Bushing B8	Nos	4		
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Cooling line

23	Oil Filter	Nos	1		
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Hydraulic System

24	O Ring 53015500 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	6		
25	Valve cover packing of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	6		
26	O Ring 53012800 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	3		
27	Packing 178X140X2 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
28	Packing of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	3		
29	Valve cover	Nos	6		
30	Spring back	Nos	3		
31	Inlet collector	Nos	1		
32	Outlet collector	Nos	1		
33	Extention rod connector	Nos	3		

4 inches Valve Assembly(6 nos.) of following Make:SKF Economos ,Simrit,Frudenburg,CR

34	Valve Seat	Nos	6		
35	Valve Plate	Nos	6		
36	Valve Gasket	Nos	6		
37	Valve Cover	Nos	6		
38	Crown Nut M 20X1,5	Nos	6		
39	Valve Guide	Nos	6		
40	Crown Nut M16X15	Nos	6		
41	Cotter 3,5X40	Nos	12		
42	Valve Spring	Nos	6		

3 1/2" Plunger Assembly (3 Nos.) of following Make:SKF Economos ,Simrit,Frudenburg,CR

43	3 1/2" Plunger	Nos	3		
44	Linear gasket	Nos	3		



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45	O ring D1550G	Nos	3		
46	3 1/2" Liner	Nos	3		
47	Back Ring 1	Nos	3		
48	Gasket 90X115	Nos	15		
49	Back Ring 2	Nos	3		
50	O Ring D1060G	Nos	3		
51	Fixing Nut M160X4	Nos	3		
52	Bushing Guide 1	Nos	3		
53	Gland Body	Nos	3		
54	Bushing Guide 2	Nos	3		
55	Pin M5X10	Nos	9		

Compensator Connection(1Nos)

56	Ring of following Make:SKF economossimrit,Frudenburg,CR	Nos	3		
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Gland (3 Nos)

57	Gasket of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	3		
58	Cover	Nos	3		
59	Spacer	Nos	3		
60	Oil retainer	Nos	9		
61	Locker washer M12	Nos	12		
62	Screw M 12X30	Nos	12		
63	Screw M 8X14	Nos	12		

Annexure II

S.No	Item Description	Unit	Qty	Rate	Amount
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1	REPAIR OF CRANK SHAFT BY GRINDING, MACHINING, HARDENING AND POLISHING AS PER REQUIREMENT, REPAIR OF CONNECTING ROD THREE IN NUMBER WITH TURNING GRINDING,POLISHING AND HARDENING AS PER REQUIREMENT,REPAIR OF DRIVING SHAFT WITH GRINDING, TURNING HARDENING AND POLISHING AS PER REQUIREMENT,REPAIR OF ALL LUBRICATING LINE AS PER REQUIREMENT,REPAIR OF HYDRAULIC SYSTEM AS PER REQUIREMENT,THREE COAT RUST PROOF PAINTING OF MUD PUMP,ANY OTHER REPAIR/REPLACEMENT NOT MENTIONED IN THE SCOPE AND IDENTIFIED LATER HAS TO BE TAKEN UP BY THE BIDDER.	Lump Sum	1		
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All quoted prices must be inclusive of all taxes and duties etc as applicable.



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GMP 3PP - 300 PUMPING UNIT

TECHNICAL DATA

Main technical operational and dimensional features

- Pump type Triplex 3 PP-300
- Entry shaft max. output 300 HP
- Entry shaft max. speed 548 rpm
- Drive engine CAT 3406 B-DITA
- Engine max. output 440 HP/2000 rpm
- Transmission Allison CLT 754 2-GS with converter TC 496
- No. of gears 5+1
- Double stroke/min (max) 135
- Plunger stroke 240 mm
- Plunger sizes 3 ½ "
- Flow rate at 5000 PSI (with 3 ½ plunger) 20,8 cm/h (5,78 l/s)

- Max discharge pressure with 3 ½" plunger 5000 PSI (350 bar)
- Inlet pipe size 101.6 mm (4 in)
- Outlet pipe size 51 mm (2 in)
- Charging pump AC 125-100-315
- Enviroment temperature + 2°C ... + 50°C
- Altitudine min. 100 m
- Relative humidity 95 %
- Overall size:
 - Length 7664 mm
 - Width 2570 mm
 - Height 2619 mm

- Oil pressure in lubricating circuit shall be directly read on pump oil pressure gauge, range 2 to 4 bar



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GMP 3PP - 300 PUMPING UNIT

Optimum performance chart 3PP-300 CAT Allison.
Gear 1 and Gear 2

Gear	Engine rotation	Pump Entry rotation	Double Stroke/min	Flow rate and pressure							
				Plunger size							
				3 1/2 (88,9mm)				4 1/2 (114,3mm)			
				Flow rate		Pressure		Flow rate		Pressure	
	rpm	rpm	cd	l/s	m³/h	bar	psi	l/s	m³/h	bar	psi
II	1955	600	147,8	11	39,6	40	580	-	-	-	-
II	1935	595	146,5	10,91	39,27	60	870	-	-	-	-
II	1930	595	146,5	10,91	39,27	80	1160	-	-	-	-
II	1920	590	145,3	10,82	38,95	100	1450	-	-	-	-
II	1910	580	142,8	10,63	38,26	120	1740	-	-	-	-
II	1900	580	142,8	10,63	38,26	140	2030	-	-	-	-
II	1890	580	142,8	10,63	38,26	160	2320	-	-	-	-
II	1865	575	141,6	10,54	37,94	180	2610	-	-	-	-
II	1855	570	140,4	10,45	37,62	200	2900	-	-	-	-
II	1840	565	139,2	10,36	37,29	220	3190	-	-	-	-
II	1820	560	137,9	10,27	36,97	240	3480	-	-	-	-
II	1815	557	137,2	10,2	36,72	260	3770	-	-	-	-
II	1800	545	134,2	9,99	35,96	280	4060	-	-	-	-
II	1760	540	133	9,90	35,64	300	4350	-	-	-	-
I	1925	375	92,3	6,87	24,73	40	580	-	-	-	-
I	1920	370	91,1	6,78	24,4	60	870	-	-	-	-
I	1915	370	91,1	6,78	24,4	80	1160	-	-	-	-
I	1905	368	90,6	6,74	24,26	100	1450	-	-	-	-
I	1900	365	89,9	6,69	24,08	120	1740	-	-	-	-
I	1892	363	89,4	6,65	23,94	140	2030	-	-	-	-
I	1886	360	88,6	6,59	23,72	160	2320	-	-	-	-
I	1880	355	87,4	6,51	23,43	180	2610	-	-	-	-
I	1875	355	87,4	6,51	23,43	200	2900	-	-	-	-
I	1865	355	87,4	6,51	23,43	220	3190	-	-	-	-
I	1855	355	87,4	6,51	23,43	240	3480	-	-	-	-
I	1850	350	86,2	6,42	23,11	260	3770	-	-	-	-
I	1835	350	86,2	6,42	23,11	280	4060	-	-	-	-
I	1830	345	84,9	6,32	22,75	300	4350	-	-	-	-
I	1820	342	84,2	6,27	22,57	320	4641	-	-	-	-
I	1805	335	82,5	6,14	22,10	340	4931	-	-	-	-
I	1800	328	80,8	6,07	21,08	344	5000	-	-	-	-
II	2002	640	157,6	-	-	-	-	19,40	69,84	40	580
II	1990	625	153,9	-	-	-	-	18,90	68,04	60	870
II	1965	620	152,7	-	-	-	-	18,80	67,68	80	1160
II	1940	610	150,2	-	-	-	-	18,49	66,56	100	1450



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II	1910	600	147,8	-	-	-	-	18,19	65,48	120	1740
II	1890	580	142,9	-	-	-	-	17,59	63,32	140	2030
II	1845	575	141,6	-	-	-	-	17,43	62,74	160	2320
II	1800	560	137,9	-	-	-	-	16,97	61,09	180	2610
II	1745	550	135,5	-	-	-	-	16,68	60,05	200	2900
I	2020	395	97,31	-	-	-	-	11,98	43,13	0	0
I	2005	380	93,60	-	-	-	-	11,52	41,47	40	580
I	1990	375	92,38	-	-	-	-	11,37	40,93	60	870
I	1988	370	91,15	-	-	-	-	11,22	40,39	80	1160
I	1958	365	89,92	-	-	-	-	11,07	39,85	100	1450
I	1948	360	88,69	-	-	-	-	10,92	39,31	120	1740
I	1932	355	87,45	-	-	-	-	10,76	38,73	140	2030
I	1920	350	86,22	-	-	-	-	10,61	38,19	160	2320
I	1914	350	86,22	-	-	-	-	10,61	38,19	180	2610
I	1885	345	84,99	-	-	-	-	10,46	37,65	200	2900

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ESSENTIAL QUALIFICATION REQUIREMENT

Tender documents will be issued to those agencies, who will submit the following documents in ORIGINAL or certified by NOTARY PUBLIC / GAZETTED OFFICER.

1.) Experience of the having successfully completed similar works during last 7 year ending last day of month previous to the one in which application are invited should be either of the following :-

(a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender, (OR)

(b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender, (OR)

(c) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

(2) Definition of similar work:-

Repair of Mud Pump for Oil and Gas Rigs



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MATRIX FOR TECHNO-COMMERCIAL BID EVALUATION

MATRIX FOR TECHNO-COMMERCIAL BID EVALUATION

(This matrix duly filled in, signed and stamped, is to be enclosed by the bidder in the envelope containing documents related to Techno-commercial bid evaluation.)

EQR Clause No.	Criteria	Compliance to be ensured and filled by the bidder writing- Yes / No or N.A.	Bidder to indicate relevant page no. of his bid wherever applicable
A.	Whether the bidder has taken any exception / deviations to the bid document.		
B1	TECHNICAL REJECTION CRITERIA		
1.0	Whether Bid is complete in all aspects covering entire scope of work and conforms to the technical specifications indicated in the bid document.		
2.0	ELIGIBILITY AND EXPERIENCE OF THE BIDDER		
2.1	<p>For the experience of Repair of Mud Pump during last 7 years reckoning from the last date of the previous month in which applications are invited. The bidder should fulfill either of the following:</p> <p>i) Three similar completed works costing aggregated value not less than <u>Rs.16.00 Lakhs each</u> (40% of Rs.40.00 Lakhs which is the estimated value).</p> <p>OR</p> <p>ii) Two similar completed works costing not less than <u>Rs. 20.00 Lakhs each</u> (50% of Rs. 40.00 Lakhs which is the estimated value).</p> <p>OR</p> <p>iii) One similar completed work costing not less than <u>Rs.32.00 Lakhs each</u> (80% of Rs.40.00 Lakhs which is the estimated value).</p>		



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3.0	Bidder to confirm owning single point responsibility		
4.0	<u>COMPLETION PERIOD:</u> Time period of the work comprising the entire scope of work is 3 months from the date of issue of fax order or award of Work.		
5.0	<u>Pre-Engineering /Pre-construction/Pre Installation:</u> Bidder must agree to undertake pre-engineering, pre-construction and post-installation surveys and to comply with provisions of clause 5.4 of G.C.C.		
B2	<u>COMMERCIAL REJECTION CRITERIA</u>		
1.0	Whether the proof of issue has been enclosed.		
2.0	Whether Bid has been submitted in Single bid system in two separate envelopes. Whether Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out Whether a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote		



	<p>against this item in the Priced Commercial bid.</p> <p>Whether prices have been filled in as per the price bid format.</p> <p>Noted that the Offers with techno commercial bid containing prices shall be rejected outright .</p>		
3.0	<p>Whether bidder has confirmed unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I.</p>		
4.0	<p>Whether the bidder has submitted copies of the following documents duly attested by Notary Public.</p> <ol style="list-style-type: none"> 1 EPF Code 2. Sales tax / VAT registration No. 3. Service tax No. 		
5.0	<p>Whether EMD for Rs. 80,000.00 has been enclosed with the bid?</p> <p>In no case interest will be paid on EMD amount deposited by the bidder.</p>		
6.0	<p>Whether Bidder has noted and confirms the following :</p> <ol style="list-style-type: none"> i) Offer is not made through Telex/ Telegraphic/ Fax/ Email/ Xerox / Photo. ii) Unconditional validity of the bid for 90 days from the date of opening of bid. iii) Prices shall remain firm during the entire duration of the contract iv) Offer conforms to ONGC's price bid format. v) Whether offer conforms to the mobilization period indicated in the bid. vi) Offer confirms to the contract period indicated in the bid. vii) Offers without EMD shall be rejected 		



	outright.		
C	PRICE EVALUATION CRITERIA		
1.0	Contract will be awarded to the lowest bidder (L-1),evaluated based on lowest rates quoted by the bidder in the price format.. However, there is no minimum work guarantee.		
2.0	The price shall remain firm & fix till completion of the project and issue of the FINAL COMPLETION CERTIFICATE		
D.	<u>GENERAL</u>		
1.0	Bidder has noted and agrees that the BEC over-rides all other similar clauses operating anywhere in the Bid Documents.		
2.0	Bidder has noted and agrees that bidder is prohibited to offer any services/ benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract/ disqualification in case of violation.		
3.0	Whether the bidder has filled up the BEC Matrix specified in the tender document and noted that failing this the bid shall be rejected.		
4.0	The rates quoted shall be inclusive of all Taxes and service tax. Bidder shall indicate the rate of taxes separately in the Performa of schedule of prices		



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5.0	Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, ONGC shall avail such discount at the time of award of contract		
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PRICE FORMAT

Annexure I

	Pump internal assembly				
S.No	Item Description	Unit	Qty	Rate	Amount
1	Single row radial roller bearing NU 1084M (420X620X90) of following make: SKF,NSK,URB	Nos	2		



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	Romania				
2	Extracting bushing 22232K+AH3132(160X290X80) of following make: SKF,NSK,URB Romania	Nos	1		
3	Single row radial roller bearing NU 2320M (100X215X73) of following make: SKF,NSK,URB Romania	Nos	2		
4	Single row radial roller bearing NU2230M (150X270X73) of following make: SKF,NSK,URB Romania	Nos	1		
5	Big end bearing set of connecting rod of following make: GGB,IMO	Set	3Set		
6	Small end bearing set of connecting rod with Gudzon pin of following make: GGB,IMO	Set	3Set		
7	Packing for both ends of crank shaft of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
8	Packing for both ends of diffrential rods of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
9	Shims for crank shaft	Nos	10		
10	Flexible ring of Dia 270mm of crank shaft end of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	1		
11	O Ring of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	6		
12	Flexible ring of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
13	Coter Pin 5,6X43	Nos	12		

Tooth Crank Shaft

14	PIN M 12X1 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	8		
15	PIN M 7X1 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
16	PIN M 6X0,5 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	3		
17	PIN M 16X1,5 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		

Lubricating System

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19	Oil filter G1 with magnet	Nos	1		
20	Suction filter G1/2"	Nos	1		
21	Rotary joint P1-8	Nos	4		
22	Joint Bushing B8	Nos	4		

Cooling line

23	Oil Filter	Nos	1		
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Hydraulic System

24	O Ring 53015500 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	6		
25	Valve cover packing of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	6		
26	O Ring 53012800 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	3		
27	Packing 178X140X2 of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	2		
28	Packing of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	3		
29	Valve cover	Nos	6		
30	Spring back	Nos	3		
31	Inlet collector	Nos	1		
32	Outlet collector	Nos	1		
33	Extention rod connector	Nos	3		

4 inches Valve Assembly(6 nos.) of following Make:SKF Economos ,Simrit,Frudenburg,CR

34	Valve Seat	Nos	6		
35	Valve Plate	Nos	6		
36	Valve Gasket	Nos	6		
37	Valve Cover	Nos	6		
38	Crown Nut M 20X1,5	Nos	6		
39	Valve Guide	Nos	6		
40	Crown Nut M16X15	Nos	6		



41	Cotter 3,5X40	Nos	12		
42	Valve Spring	Nos	6		

**3 1/2" Plunger Assembly (3 Nos.) of
following Make:SKF Economos
,Simrit,Frudenburg,CR**

43	3 1/2" Plunger	Nos	3		
44	Linear gasket	Nos	3		
45	O ring D1550G	Nos	3		
46	3 1/2" Liner	Nos	3		
47	Back Ring 1	Nos	3		
48	Gasket 90X115	Nos	15		
49	Back Ring 2	Nos	3		
50	O Ring D1060G	Nos	3		
51	Fixing Nut M160X4	Nos	3		
52	Bushing Guide 1	Nos	3		
53	Gland Body	Nos	3		
54	Bushing Guide 2	Nos	3		
55	Pin M5X10	Nos	9		

Compensator Connection(1Nos)

56	Ring of following Make:SKF EconomosSimrit,Frudenburg,CR	Nos	3		
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Gland (3 Nos)

57	Gasket of following Make:SKF Economos ,Simrit,Frudenburg,CR	Nos	3		
58	cover	Nos	3		
59	spacer	Nos	3		
60	oil retainer	Nos	9		
61	locker washer M12	Nos	12		
62	Screw M 12X30	Nos	12		



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63	Screw M 8X14	Nos	12		
	Total of Annexure I				

ANNEXURE II

S.No	Item Description	Unit	Qty	Rate	Amount
1	REPAIR OF CRANK SHAFT BY GRINDING, MACHINING, HARDENING AND POLISHING AS PER REQUIREMENT, REPAIR OF CONNECTING ROD THREE IN NUMBER WITH TURNING GRINDING, POLISHING AND HARDENING AS PER REQUIREMENT, REPAIR OF DRIVING SHAFT WITH GRINDING, TURNING HARDENING AND POLISHING AS PER REQUIREMENT, REPAIR OF ALL LUBRICATING LINE AS PER REQUIREMENT, REPAIR OF HYDRAULIC SYSTEM AS PER REQUIREMENT, THREE COAT RUST PROOF PAINTING OF MUD PUMP, ANY OTHER REPAIR/REPLACEMENT NOT MENTIONED IN THE SCOPE AND IDENTIFIED LATER HAS TO BE TAKEN UP BY THE BIDDER.	Lump Sum	1		

Total of Annexure II

Grand Total Of Annexure I&II



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