

# **OIL INDIA LIMITED**

(A GOVT. OF INDIA UNDERTAKING)

**PIPELINE HEADQUARTERS**

**P. O.: UDAYAN VIHAR**

**GUWAHATI-781171**



**GEO-TECHNICAL STUDY ALONG WITH RECONNAISSANCE,  
CADASTRAL & ROUTE SURVEYS FOR INSTALLATION  
OF SUBMERGED CROSSING BY HORIZONTAL  
DIRECTIONAL DRILLING METHOD  
ACROSS 10 RIVERS.**

**TENDER DOCUMENT NO.: G110867P09**

[ PLM/08/573 ]

# **Oil India Limited**

Documents Sr. No. \_\_\_\_\_ Issued for Rs. 5000.00  
Money Receipt no: \_\_\_\_\_  
Signature of Issuing Officer \_\_\_\_\_ Date of Issue \_\_\_\_\_

## **SECTION - I**

### **FORWARDING LETTER**

**Tender No. G110867P09 [PLM / 08/573]**

To  
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Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise, is a premier oil company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam
- 2.0 In connection with its operations in the state of Assam, Arunachal Pradesh, West-Bengal and Bihar, OIL invites Domestic Bids from competent and experienced indigenous firms for Geo-Technical Study along with Reconnaissance, Cadastral & Route Surveys for installation of submerged crossing by Horizontal Directional Drilling method across 10 Rivers, out of which 4(four) rivers in Assam, 3(three) rivers in West Bengal and remaining 3(three) in Bihar.
- 3.0 One complete set of bid document is being forwarded herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

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i)	Tender No.	PL/ 08/573 [ G110867P09 ]
ii)	Type of Bid	Single stage –two bid
iii)	Bid Closing Date & Time	10 <sup>TH</sup> December,2008:14 ; 00 hrs IST
iv)	Technical Bid Opening Date & Time	10 <sup>TH</sup> December,2008:14 ; 00 hrs IST
v)	Commercial Bid Opening Date & Time	Will be intimated to the eligible bidder nearer the time
vi)	Bid Submission Places	General Manager (PLS) Attn: Chief Engineer (PLM) Oil India Limited, Guwahati , 781171 ; Assam (India)
Vii)	Pre-bid conference	
viii)	Bid Opening Place	General Manager (PLS) Oil India Limited, Guwahati 781171; Assam (India)
ix)	EMD	Rs 90,000.00 (Rupees Ninety thousand ) only.
X)	Bid Validity	180 days after the date of bid opening.
xi)	Amount of Performance Guarantee	10 % of the total estimated contract value
xiii)	Duration of Contract	8 (EIGHT) months from the date of LOI.
xiv)	Quantum of Liquidated Damage	1/2% of total contract value for delay per week or part thereof subject to maximum of 7.5% of total contract value.
XV)	Bids To Be Addressed to	General Manager (PLS) Attn: Chief Engineer (PLM) Oil India Limited, Guwahati , Assam (India)

4.0 As an intending bidder, OIL now looks forward to your active participation in the tender.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

Chief Engineer (PLM)  
For: **GENERAL MANAGER (PLS)**

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## SECTION - II

### INSTRUCTIONS TO BIDDERS

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

### BIDDING DOCUMENTS

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This bidding document includes the following:

(a) A forwarding letter highlighting the following points (Section I) :

- (i) Company's Tender No.
- (ii) Bid closing date and time.
- (ii) Bid opening date, time and place.
- (iii) Bid submission place.
- (iv) Bid opening place.
- (vi) The amount of Bid Security.
- (vii) The amount of performance guarantee.
- (viii) Quantum of liquidated damages for default in timely mobilization.

- (b) Instruction to Bidders (Section II)
- (c) General Conditions of Contract (Section III)
- (d) Special Conditions of Contract (Section IV)
- (e) Terms of Reference/Technical specification (Section V)
- (e) Schedule of Rates (Section VI)
- (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)-(Section-VII)
- (h) Annexures ( section-VIII )

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

### 3.0 AMENDMENT OF BIDDING DOCUMENTS :

- 3.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

- 3.2 The Addendum will be sent in writing or by Fax to all prospective Bidders to whom Company has issued the bid documents. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time

in which to take the Addendum into account in preparation of their bid or for any other reason.

## **PREPARATION OF BIDS**

### **4.0 LANGUAGE OF BIDS:**

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

### **5.0 DOCUMENTS COMPRISING THE BID:**

5.1 The bid submitted by the Bidder shall comprise of the following components:

#### **A. TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Para 9.0.
- (iii) Bid Security furnished in accordance with Para 10.0.
- (iv) Statement of compliance as per Annexure-VII.
- (v) Letter of Authority as per Annexure-II.

#### **B. COMMERCIAL/PRICE BID**

- (i) Bid Form as per Annexure-III
- (ii) Price schedule as per Section V.

### **6.0 BID FORM:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

### **7.0 BID PRICE:**

7.1 Unit prices must be quoted both in words and in figures.

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

7.3 All duties and taxes including, service taxes, Corporate Income Taxes etc and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

### **8.0 CURRENCIES OF BID AND PAYMENT:**

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8.1 Bidder shall quote prices in Indian Rupees.

9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS :**

9.1 These are listed in Section VII.

10.0 **BID SECURITY :**

10.1 Pursuant to Para 5.0 the Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".

10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub para 10.7.

10.3 The Bid Security shall be for the amount as specified in the forwarding letter ie. Section I, and shall be in one of the following form:

(a) A bank guarantee or irrevocable Letter of Credit issued by a bank located in India in the form provided in the Bidding Documents or another form acceptable to the Company and valid for 30 days beyond the validity of the bids. The bank guarantee, letter of credit should be so endorsed that it can be invoked at any of the following Banks located at Guwahati, Assam, India:

- (i) State Bank of India;
- (ii) United Bank of India;
- (iv) United Commercial Bank.

(b) A cashier's cheque or demand draft drawn on OIL INDIA LIMITED and payable at Guwahati.

10.4 Any bid not secured in accordance with sub para 10.1 and / or 10.3 shall be rejected by the Company as non-responsive.

10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

10.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

10.7 The Bid Security may be forfeited:

(a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

(b) If a successful Bidder fails:

- i) to sign the contract within reasonable time and within the period of bid validity, and /or
- ii) to furnish Performance Security.

**11.0 PERIOD OF VALIDITY OF BIDS :**

11.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Company.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under para 10.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**12.0 FORMAT AND SIGNING OF BID:**

12.1 The Bidder shall prepare four copies of the bid clearly marking original "ORIGINAL BID" and rest "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

12.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma I) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

12.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons signing the bid.

**SUBMISSION OF BIDS :**

**13.0 SEALING AND MARKING OF BIDS :**

13.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial bid each in quadruplicate (One original and 3 copies).

13.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

13.3 The cover containing the Technical Bid (Original and 3 copies) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.1 Technical bid
- (ii) Tender No. \_\_\_\_\_.
- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

13.4 The cover containing the Commercial Bid (Original and 3 copies) should be in a separate sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.2 Commercial bid
- (ii) Tender No. \_\_\_\_\_.
- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

13.5 The above mentioned two separate covers containing Technical and Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the " Forwarding Letter".

- (i) Tender No. \_\_\_\_\_.
- (ii) Bid closing date \_\_\_\_\_.
- (iii) Bidder's name \_\_\_\_\_.

13.6 This offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. The Bid Security mentioned in para 10.0 should be enclosed with the Technical Bid. **The price Schedule should not be put in the envelope containing the Technical Bid.**

13.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per Annexure-VII This should be enclosed with the technical bid.

13.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/ transit loss.

13.9 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.

14.0 **DEADLINE FOR SUBMISSION OF BIDS :**

14.1 Bids must be received by the company at the address specified in the "Forwarding Letter" not later than 14-00 Hrs. (Indian Standard Time) on the bid closing date mentioned in the "Forwarding Letter".

15.0 **LATE BIDS:**

15.1 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

16.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

16.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.

16.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and despatched in accordance with the provisions of para 13.0. A withdrawal notice

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may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

- 16.3 No bid can be modified subsequent to the deadline for submission of bids.
- 16.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

## **17.0 BID OPENING AND EVALUATION**

- 17.1 Company will open the Bids, including submission made pursuant to para 16.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this letter of authorisation is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 17.2 Bid for which an acceptable notice of withdrawal has been received pursuant to para 16.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 17.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 17.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 17.3.
- 17.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 17.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

17.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

**18.0 OPENING OF COMMERCIAL/PRICE BIDS**

18.1 Company will open the Commercial Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.

18.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

18.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

**19.0 EVALUATION AND COMPARISON OF BIDS:**

19.1 The Company will evaluate and compare the bids as per Section-VII of the bidding documents.

**20.0 EXCHANGE RATE RISK :**

Company will not be compensating for any exchange rate fluctuations in respect of the services.

**21.0 CONTACTING THE COMPANY :**

21.1 Except as otherwise provided in para 17.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 17.5.

21.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**AWARD OF CONTRACT:**

**22.0 AWARD CRITERIA:**

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

**23.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID :**

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

**24.0 NOTIFICATION OF AWARD:**

24.1 Prior to the expiry of the period of bid validity or extended validity ,the company will notify the successful Bidder in writing by registered letter or E-mail or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

24.2 The notification of award will constitute the formation of the Contract.

24.3 Upon the successful Bidder's furnishing of Performance Security pursuant to para 26.0 the company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to para 10.0 hereinabove.

**25.0 SIGNING OF CONTRACT:**

25.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form Provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

25.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

**26.0 PERFORMANCE SECURITY:**

26.1 Within 30 days of the receipt of notification of award from the Company the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Documents or in any other form acceptable to the Company. The performance security shall be endorsed in the manner specified in para 10.3 (a) hereof. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

26.2 The performance security specified above must be valid for one year after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in para 6.0 of Section III hereof. The same will be discharged by company not later than 30 days following its expiry.

26.3 Failure of the successful Bidder to comply with the requirements of para 25.0 or 26.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

**27.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION :**

27.1 In the event of the Contractor's default in timely completion of the services within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total contract value per each week of delay subject to maximum of 7.5% of the total contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled contract period till the date of completion of contract as defined in clause no. 2.0 of Section - III.

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to complete the execution within the stipulated period.

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## SECTION III

### GENERAL CONDITIONS OF CONTRACT

#### **1.0 DEFINITIONS**

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

- (a) "Contract" means agreement to be entered into between Company and Contractor, as recorded in the contract signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "Contract Price" means the price payable to Contractor under the contract for the full and proper performance of their contractual obligations.
- (c) "Work" means each and every activity required for the successful performance  
the services described in Section V, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited.
- (e) "Contractor" means the individual or firm or Body incorporated performing  
the Consultancy study under the Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by Contractor to provide services as per contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing the contract). The Company representatives of OIL are also included in the Company's personnel.

#### **2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND COMPLETION TIME OF CONTRACT**

2.1 The contract shall become effective as of the date Company notified Contractor in writing that it has been awarded the contract. This date shall be treated as the effective date of the contract.

2.2 The completion time of Contract is 8 (eight) months from the commencement date. If the job is not completed within 8 (eight) months, the company shall have the option to extend the contract with same rates, terms & conditions .

### **3.0 GENERAL OBLIGATIONS OF CONTRACTOR :**

- 3.1 Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.2 Perform the work described in the Terms of Reference (Section V) in most economic and cost effective way.
- 3.3 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all personnel as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as within the warranty period company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

### **4.0 GENERAL OBLIGATIONS OF THE COMPANY :**

Company shall, in accordance with and subject to the terms and conditions of this contract :

- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section VI. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis.
- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

### **5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR :**

- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately, any personnel of the

- Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including their transportation, boarding & lodging. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking ).

6.0 **WARRANTY AND REMEDY OF DEFECTS :**

- 6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance which Company may give to the Contractor from time to time.
- 6.2 Should Company discover at any time during the execution of the Contract or within 365 days after completion of the operations that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

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

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned ( in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

8.0 **TAXES :**

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

- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 8.3 The contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the contractor.
- 8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.
- 8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 8.7 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.
- 8.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor.
- 8.9 Service Tax:** The price shall include Services Tax and the service tax as applicable shall be to the Contractor's account.
- 9.0 **INSURANCE** :
- 9.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.

- b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 9.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.
- 10.0 **CHANGES** :
- 10.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in

methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section VI). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE:**

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

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such 'force majeure' condition continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

12.0 **TERMINATION:**

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or extension, if any, there of.**

**12.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 11.0 above.**

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

**12.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,**

**12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.**

12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

12.8 CONSEQUENCES OF TERMINATION: In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

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

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

12.11 COMPANY'S RIGHT TO TAKEOVER: In the event, Company is justifiably dissatisfied with Contractor's performance during the operation of IP survey hereunder on account of unreasonably slow progress or incompetence as a result of cause reasonably within the control of the Contractor, the Company shall give the Contractor written notice in which it shall specify in detail the cause of its dissatisfaction. Should the Contractor, without reasonable cause, fail or refuse to commence remedial action within 1 (one) day of receipt of the said written notice, the Company shall have the right to but not obligation to take over the specific operations, where the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such takeover, the entire cost of operation carried out by the Company will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the Contract for the Contractor's failure.

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION :**

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

14.0 **NOTICES :**

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in

writing or by telex or Fax and confirmed in writing to the applicable address specified below :

Company  
General Manager (PLS)  
OIL INDIA LIMITED  
PO Udayan Vuihar, Guwahati-781171  
ASSAM , INDIA  
Fax No: 91-0361-2643686

Contractor

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

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Fax No. :

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

15.0 **SUBCONTRACTING** :

15.1 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

16.0 **MISCELLANEOUS PROVISIONS** :

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

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

16.2 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company and conform to ISO 14001.

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

17.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION** :

17.1 In the event of the Contractor's default in timely completion of the services within the stipulated period, the Contractor shall be liable to pay liquidated damages at

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the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled period till the date of completion of the contract as defined in clause no. 2.0 of Section - III.

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence operation within the stipulated period.

**18.0 PERFORMANCE SECURITY:**

18.1 The Contractor shall furnish to Company a Bank Guarantee for **10%** of the estimated Contract Price, with validity at least up to 3 months beyond one year warranty period, towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**19.0 ASSOCIATION OF COMPANY'S PERSONNEL :**

19.1 Company's engineer will be associated with the work through out the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

**20.0 LABOUR:**

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

**21.0 LIABILITY:**

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

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to,

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

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

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

22.0 **CONSEQUENTIAL DAMAGE:**

22.1 Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

23.0 **INDEMNITY AGREEMENT:**

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

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

24.0 **INDEMNITY APPLICATION:**

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

25.0 **PAYMENT & INVOICING PROCEDURE**

- 25.1 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 25.2 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.
- 25.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 25.4 Contractor will submit six sets of all invoices to Company for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by Contractor for foreign currency and Indian Rupee.
- 25.5 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute.
- 25.6 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 25.7 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.
- 26.0 **WITH-HOLDING:**
- 26.1 Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section V.
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.
  - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

With-holding will also be effected on account of the following :-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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

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

#### **27.0 APPLICABLE LAW:**

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

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

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1983.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act., 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The AGST Act
- l) Service Tax Act.
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal and Bihar Entry Tax Act.

#### **28.0 RECORDS, REPORTS AND INSPECTION:**

28.1 The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

#### **29.0 SUBSEQUENTLY ENACTED LAWS:**

Subsequent to the date of submission of contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/Contractor shall reimburse/pay Contractor/ company for such additional / reduced costs actually incurred.

#### **30.0 ROYALTY AND PATENTS :**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions

and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

**31.0 WAIVER :**

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

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**SECTION: IV**  
**SPECIAL CONDITIONS OF THE CONTRACT**

**1.0 GENERAL**

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications of Work, Drawings and other documents forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the contractor shall perform certain works or provide certain facilities, it is to be understood that in addition to the items supplied by the company, the contractor shall do so at his own cost, being deemed to be part of the relevant item in the schedule of rates (SOR) whether specifically stated or not.
- 1.5 The design and workmanship of all materials to be used / supplied by the bidder shall satisfy the relevant Standards & Codes, besides the specifications & stipulations contained herein the contract specifications. The bidder shall absorb all cost because of the additional involvements thereon.

**2.0 DETAILS OF CROSSING**

- 2.1 It have been planed to lay pipeline by Horizontal Directional Drilling method across the following Rivers:

Sl no	Name of the River	PL chainage	Estimated HDD length ( m)	State
	Burhi Dehing	PL Km 3.48	500	Assam
	Dhansiri NRL	BL Km 10.70	650	Assam
	Dhansiri	PL Km 187.51	450	Assam
	Gaurang	PL Km 590.00	350	Assam
	Mahananda No.2	PL Km 852.7	450	West Bengal
	Donk	PL Km 867	450	West Bengal

	Mahananda No.3	PL Km 942.5	900	West Bengal
	Parman	PL Km 951.1	400	Bihar
	Kosi	PL Km 1026.92	1200	Bihar
	Buri Gandak	PL Km 1116.0	500	Bihar

### 3.0 SCOPE OF WORK:

- a) Reconnaissance survey for finalization of alignment.
  - b) Route Survey
  - c) Cadastral Survey
  - d) Collection of hydrological data
  - e) Shifting / fixing drilling rig on bank / water for boring.
  - f) Boring through normal soil / pebbles and conducting SPT including collection of soil samples.
  - g) Laboratory test and Submission of detail reports.
- 3.1 Carry out (i) Geo-technical surveys and (ii) Collection of Hydrological Data for the Rivers.
  - 3.2 To obtain all statutory permission / clearances from the appropriate authorities.
  - 3.3 Interpretation and verification of all data in respect of Hydrological and Geo-Technical Surveys .
  - 3.4 Preparation of detailed reports for Owner's approval.
  - 3.5 Submission of QA/QC procedure for Owner's approval.
  - 3.6 Mobilizing equipment, manpower and other resources etc. site preparation including additional land required for equipment placement, and access to work site etc.
  - 3.7 All other works, which are not specifically indicated above, but required for successful completion of the Geo- technical study works as per the tender documents, drawings, calculations etc.
  - 3.8 Disposal of drilling fluid, returns and cuttings produced from drilling operation from work site including arranging disposal site at Contractor's and initiative.
  - 3.9 Submission of daily log of activities, with all relevant details connected with drilled hole as required by Engineer-in-charge.
  - 3.10 Restoration of site and final clean-up including de-mobilisation.

### 4.0 OWNER'S RESPONSIBILITIES

Owner shall assist in obtaining all necessary and statutory permissions from the appropriate authorities of the Water Resource Department and / or Irrigation Department of the State Government for carrying Geo-Tech study across the concerned rivers.

#### **5.0 CONTRACTOR'S RESPONSIBILITIES.**

- i) Prior to quoting prices, the bidder shall be deemed to have visited the site and satisfied himself regarding the details furnished by the Owner in the tender document and the feasibility of the method of study for the crossing and associated completion of the job.
- ii) The Contractor shall obtain all necessary and statutory permissions from the appropriate authorities of the Water Resource Department and / or Irrigation Department of the State Government for geo-tech study across the concerned rivers.
- iii) Any additional topographical/bathymetric/hydrological surveys or any additional geo-technical investigations, if considered necessary, for the execution of the work shall be carried out by the contractor at his own cost.
- iv) Land required for positioning the rig. and associated facilities etc. shall have to be arranged by the contractor at his own cost. Cost of making temporary access road to site, payment to the landowners if and when necessary, crop compensation etc. for the previously mentioned purpose shall be borne by the contractor.
- v) Contractor shall make necessary arrangements for ensuring availability of sufficient and suitable water required for drilling purposes. Contractor also shall obtain necessary permits/clearance from the concerned river/canal authorities before using the water.
- vi) Contractor shall be solely responsible for settling all compensation and disputes arising out of crop, property, any other damage caused thus, or his team during positioning the rig, pipeline stringing, construction and other associated works.
- vii) Disposal of drilling fluid ('bentonite' mud slurry), other wastes etc. shall be exclusive responsibility of the Contractor and any permits, permission or clearances required in this regard shall be obtained by the contractor. The unusable drilling mud (of any composition) shall be reclaimed and disposed off suitably at a safe & secure site approved by the State Government/State Pollution Control Board etc. The disposal, of mud should conform to the guidelines provided by the Ministry Of Environment and Forest (MOEF), Govt. of India and shall follow prescribed norms under the 'Hazardous Wastes' (Management & Handling) Rules, 1989.

- viii) Contractor shall provide particulars of his qualified skilled/unskilled personal and equipment, instrument tools and tackles and all other necessary materials and facilities required for successful execution of the entire job.
- ix) Contractor shall supply all the materials required for permanent incorporation in the works as per his scope of supply, specified in the document.
- x) Contractor shall use reasonable means/endeavors to protect all existing structures or utilities at or near the site, belonging to the company, the government or other third party facilities or installations from any kind of damage. The contractor shall also undertake to repair and restore such damage resulting from Contractor's failure to use suitable means/endeavors to protect the same. Any such repair or restoration shall be at Contractor's expense and shall not be reimbursable.
- xi) The extent of the river crossing shall be 'minimum length' of the crossing between exit and entry points.
- xii) Contractor shall make site investigation before submission of the bid and no compensation, whatsoever, shall be payable.
- xiii) Contractor shall deemed to have taken into account the contingencies as may be necessary.

## **6.0 WATER AND POWER SUPPLY**

- a. Contractor is responsible to arrange the required water and its storage at the site and power requirement at his own cost for execution of the work.
- b. Contractor also shall assess and make necessary arrangements for ensuring availability of sufficient quantity of quality water required for drilling purpose. Contractor shall obtain necessary permits / clearances from the concerned authorities prior to use of such water.

## **7.0 TIME OF COMPLETION**

Time of completion shall be 8 ( Eight ) months from the date of issue of letter of acceptance ( LOA ) at a single stretch.

The time of completion shall be encompass time for mobilisation, approval of the design & other materials and intervening monsoon, if any.

## **8.0 MEASUREMENT & PAYMENT**

Payment for installation of the crossing shall be made based on the approved drawing in all respects pertaining to the relevant item of schedule of rates for each crossing.

All other items of work shall be measured and paid as per the unit rate provided in the schedule of rates.

## **9.0 QA/QC PROGRAMME**

The bidder shall submit a detailed Quality Assurance Procedure (QAP) to the owner for approval. The QAP should indicate the organizational approach for quality control and quality assurance plan for the job and provide objective, verifiable evidence that they have carried out such activities for the purpose and followed the specifications as laid down in the tender documents.

## **10.0 FIELD INSPECTION**

Contractor shall deploy a competent person(s) at the site all through out during performance of the work. Any instruction given by the owner to the competent person shall be construed as having been given to the contractor.

## **11.0 EXISTING FACILITIES**

Existing facilities like drains, pipes, pipelines, cables, overhead wires, OFC cables and similar services encountered in the course of the work shall be protected against damage by the contractor at his own cost, such that the aforesaid services remains un-interrupted to the satisfaction of the owner and are not likely to hinder the operation of such services.

Any damage affecting the existing facilities / structures due to the contractor's fault shall be repaired by the contractor at his own cost to the satisfaction of the owner or the Engineer in charge of the concerned authority.

## **12.0 EQUIPMENT**

All construction equipment to be deployed shall be in sound operating condition, safe and fit for the intended purpose and to have a sufficient supply of spares parts to avoid delays in the completion of the work. All construction equipments shall be subject to inspection and approval from time to time by the owner for ensuring conformity with the standard. Any such equipment, which is rejected or non-conforming with the standard shall be promptly repaired or removed / replaced by the contractor at his own cost.

## **13.0 TEST AND INSPECTION**

- a) The contractor shall carry out various tests, as enumerated in the technical specifications of this technical documents that will be furnished to him during the execution of the work.
- b) The contractor shall carry out all instructions given during inspection(s) and shall ensure that the work is being carried out in accordance to the technical

specifications and relevant codes and practices. Contractor shall submit daily work programme to the Engineer in charge.

- c) All the results of inspection and tests will be recorded in the inspection reports, pro forma to be approved by the Engineer in charge. These reports shall form part of the completion document.

#### **14.0 COMPLETION CERTIFICATE**

- a) Within 15(fifteen) days of issue of final reports, the contractor shall clear the job-site of all surplus materials, equipments and machinery and shall demolish/dismantle including removal of all temporary work structures and constructions. The contractor shall remove all rubbish and restore the job-site to the satisfaction of the Engineer in charge.
- b) In addition to the stipulations contained in the clauses of GCC, the contractor shall submit the following documents as prescribed by the Engineer in charge.
  - i. Declaration in respect of completion of works.
  - ii. All tests carried out by the contractor in conformance with the QAP.
- c) The engineer in charge shall issue a completion certificate in respect of the works within 15(fifteen) days of receipt of the application along with the documents.
- d) The final bill shall not be accepted for processing unless the requisite completion certificate is furnished along with.

#### **15.0 Completion Documents**

The following documents (as applicable) shall be submitted in hard binder by the contractor in 3(three) sets as a part of the completion documents.

- a. Hydrological Report of the Rivers
- b. Geo technical study report of the rivers
- c. Bore log of the rivers with the soil investigation report.

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## SECTION-V

### TECHNICAL SPECIFICATION / TERMS OF REFERNENCES

#### 1.0 DESCRIPTION OF WORK

To carry out Reconnaissance Survey, Detailed route survey, Hydrological Data collection & Geo technical investigation and Cadastral Survey for installation of pipeline by HDD across the river locations.

#### 2.0 SCOPE OF WORK

The Contractor's scope of work shall include, but not limited to the following:

- a) RECONNAISSANCE SURVEY
- b) DETAILED ROUTE SURVEY
- c) CADASTRAL SURVEY
- d) HYDROLOGICAL DATA COLLECTION & GEOTECHNICAL INVESTIGATION

#### 3.0 SPECIFICATION FOR RECONNAISSANCE SURVEY

##### 3.1 Scope of Works

- a) All survey works shall be performed by or under the supervision of a qualified land surveyor.
- b) Carry out Detailed Reconnaissance Survey to finalise the Best pipeline alignment.
- c) All measurements shall be in metric units.
- d) The readings and noting shall be neat, legible and scorings and overwriting shall be duly initialled by the Surveyor.
- e) The Surveyor should make desk top study of the Pipeline Route.
- f) Prepare detailed Summary of the Routes and optimisation of the final route considering shortest length of the pipeline, safety of pipeline & public, enviournmental impact and terrain proximity etc.
- g) Estimate compensation for land, surface compensation, built up area, crossings, railway land, and ROW of Roads and railways.
- h) The Length of Pipeline passing through Protected Forest, Reserved Forest, Community Forest etc and its approximate compensation for the Route marked.

##### 3.2 REPORTS

- a. The report for best economical route shall be submitted along with relevant documents to OIL prior to taken up detail route survey for approval.
- b. The final report to be submitted in original, Level books, Field book etc.

- c. The payment shall made only for the accepted Pipeline Route and not for the reconnaissance survey carried out for other alternatives.

#### **4.0 SPECIFICATION FOR DEATAILED ROUTE SURVEY**

##### **4.1. SCOPE**

The detailed route survey is to be carried out for an approximate length of 17.4 km in assorted length of 10 river locations. The scope broadly covers the following:

- a) The existing Pipeline(s) is/are to be staked on the ground along the ROW.
- b) The center line of the proposed pipeline is to be established and marked on the ground.
- c) Preparation and submission of detail survey drawings as specified hereunder.

##### **4.2. REQUIREMENTS**

- a. All survey works shall be performed by or under the supervision of a qualified land surveyor.
- b. All measurements shall be in metric units.
- c. The readings and noting shall be neat, legible and scorings and any overwriting shall be duly initialed by the Surveyor.

##### **4.3. ALIGNMENT & LOCATION SURVEYS**

- a. Surveyor is expected to make himself aware of the general conditions of the terrain before starting the job.
- b. Pipeline route map will be provided by OIL for the purpose of reference only.  
  
OIL will not be responsible for erroneous data recorded on the supplied drawings, as the drawings provided are solely for the purpose of reference and guidance only.
- c. The existing pipeline(s) is/ are to be located using line locator and to be staked on ground by suitable markers for purpose of cross-checking/verification of the separation distances etc. In the event of any deviations guidance/ clearances may sought from OIL.
- d. Surveyor shall locate and identify the existing features or obstructions along the route that are not shown in available Route maps.
- e. Where it becomes apparent during Detailed Route Survey that a better alternative route could be followed in certain locations, the Surveyor shall consult the OIL Engineer / Engineer deputed by OIL for authorization to make a change.

##### **4.4 STAKING OF PIPELINE ROUTE:**

The pipeline alignment defining trench centre line shall be staked by placing suitably painted marker stakes at Turning Points (TPs) and at intermediate

points ( IPs) between consecutive TPs. All Turning Points (TPs) and intermediate points are commonly referred as Intersection Points. The pipeline centre line shall be staked on the ground as follows:

- a. Distance between two consecutive intersection points should not be more than 250 metres.
- b. Staking should be made on either side of any crossing.
- c. The IPs and TPs shall be serially numbered from the starting point. The serial number of each Intersection Point shall be boldly inscribed on the marker stake. In addition, the Turning Point (TP) marker stake shall identify the Turning Point reference number from the starting point.
- d. For intersection points letter "IP" shall precede the serial number of the Intersection Point marker. Additionally for Turning Points, the letters "TP" shall precede the Turning Point reference number.
- e. The marker stakes at Turning Points (TPs) shall be referred with three reference stakes around the T.P.. The reference stakes shall carry the Turning Point reference number and their respective distance from the TP marker stake.
- f. Change in direction of line shall be marked on the TP marker stakes. Angles to be measured in clockwise direction from the preceding traverse line

#### **4.5 CHAINAGE:**

- a. Distance Should be measured with the help of Total Station. However, in case of abrupt slope change the tape/chain may be used.
- b. Distance between Intersection Points staked along the pipeline route shall be measured and recorded. In addition, distance between level points shall also be measured and recorded.
- c. The true bearing of all straight portions shall be observed and recorded.
- d. Data on nature of terrain, viz. sandy, stony, vegetation, etc. and type of ground will also be recorded along with chainages of change points. Check on distance measurements will be carried out at the time of levelling.
- e. Standard format will be used for record keeping.

#### **4.6 MEASUREMENT OF HORIZONTAL ANGLES:**

- a. Horizontal angles are measured to indicate the change in direction of alignment and specify the horizontal bend at the Turning Points.
- b. The Theodolite, reading direct to 5 seconds or better, shall preferably be used. Angles shall be measured clockwise from back station to fore-station. Mean of two readings-one on face left and other on face right shall be taken as the horizontal angle.

#### **4.7 PROFILE:**

- a. The continuous profile of the proposed pipeline route shall be established from the reduced levels taken
  - i) at the starting point,
  - ii) at the Turning Points (TPs)
  - iii) at all intermediate points staked on the ground
  - iv) at all points on the pipeline route where there is a change in slope.
- b. When the terrain is flat, reduced level shall be additionally recorded along the pipeline route which is not to be more than 100 meters interval along the center line of the pipeline route and 10 meters across the center line.
- c. When the terrain is undulating, observation of reduced level shall be made at a sufficient number of points so as to give an accurate representation of the ground profile along the route.
- d. For road and railway crossings, the reduced levels shall be recorded at all points along the pipeline alignment wherever there is a change in slope within the entire width of the Right-of-way of the road/railway. CONTRACTOR shall prepare a detailed drawing for the crossing in scale 1:100 (in both horizontal and vertical directions) which shall be truly representative of the crossing profile.
- e. For river/stream/nalah /crossings, levels shall be taken at intervals of 5m along the river bed and up to 30m beyond the highest banks on both sides. Levels shall be taken at closer intervals, if there is a change in slope. CONTRACTOR shall prepare a detailed drawing for the crossing in the scale (Horizontal : 1:400 and Vertical : 1:100 directions) which shall be truly representative of the crossing profile. Also for the above crossing the level shall be taken at an interval of maximum 5 meters apart so as to represent the bed profile of the above crossing and detailed drawing of the same also to be prepared in the same scale as mentioned above.

#### 4.8 **MAPS & DRAWINGS:**

Survey drawings shall contain the following data as a minimum requirement.

Surveyor shall perform mapping and drawing work so as to contain all relevant data consistent with the survey notes and observation. The drawings shall also contain details of roads, streets, highways, structures, elevation profile, all types of crossings, terrain surface vegetation, murshy area, forest locations village/district /state boundaries and all other details necessary for developing pipeline construction drawings in the format duly approved by OIL/ Agency deputed by OIL. OIL will provide sample drawings/maps for a reference to develop the formats of maps and drawings. CONTRACTOR shall develop format of maps and drawings, which have to be approved by OIL/ Agency deputed by OIL. All maps and drawings shall be made on

approved format. The above maps/drawings will be required for the purpose of engineering design. The maps/drawings shall be submitted in draft form for OIL approval. All maps/drawings shall be made available in one set of soft and six hard copies along with reproducible after duly approved by OIL/agency deputed by OIL.

Following types of detailed survey drawings will be made:

a) **Right of Way Route Map** : Right of way route map/drawings shall show all features including all relevant data, but not limited to mentioned herein, running chainages of the pipeline, major roads (NH/SH) & Rail tracks with their chainage and nomenclature, major rivers/nullahs/streams route, nearby forest locations, state/district boundaries, all crossing details with their reference, permanent reference points, location of Km. posts, location of sectionalizing valve, installations, etc. This should not only include the correction on Topo-sheets of SOI but also fresh drawings are to be prepared after collection and incorporation of the data for the entire region in the scale of 1:15000.

b) **Right of Way Planimetry drawing** : Right of Way Planimetry drawing with all relevant data , survey note, intersection points(IP), turning points (TP), IP/TP serial nos, IP/TP to IP/TP distances, running chainages, TP angle, all crossings, ground features etc. to be provided as per sample enclosed in the following scale:

Along the line : 1: 10,000

Across the line : 1: 10,000

In the drawings mentioned above, if the information asked for is not clearly represented in the drawing of the said scale, the contractor shall prepare additional drawings in a suitable scale in consultation with OIL/ agency deputed by OIL

c) **Right of Way Boundary Map** : Right of Way Boundary Map drawing with all relevant data , Ground profile, existing pipeline position, pipe to pipe distances, pipe to ROW boundary distance, intersection points(IP/TP) with IP/TP serial nos, IP/TP to IP/TP distance, running chainages, IP/TP angle, all crossings, soil stratification, water table, terrain classification (rocky/swampy/normal terrain) etc. to be provided as per sample enclosed in the following scale:

ROW Boundary : Longitudinal : 1: 10,000

Across the line : 1: 500

Ground profile: Longitudinal : 1: 10,000

Vertical : 1: 500

In the drawings mentioned above, if the information asked for is not clearly represented in the drawing of the said scale, the contractor shall prepare additional drawing in a suitable scale in consultation with OIL/ agency deputed by OIL.

- d) **Crossing drawing** : Layout and profile drawings of all crossings with all relevant data, permanent references, IP/TP, IP/TP nos., ground profile etc. to be provided in the scale of

Layout Drawing :	Longitudinal :	1:500
	Across the line :	1:500
Crossing Profile :	Longitudinal :	1:500
	Vertical :	1:200

## 5.0. SPECIFICATION FOR CADASTRAL SURVEY

### 5.1 SCOPE

The scope broadly covers the following :

- Collection of Revenue village Maps
- Collection of Ownership detail and Certified copy of Jamabandi/ khatian, Chita/ porcha of dag/patta involved.
- Collection of certified copy of market value of land involved.
- Jirat list (details of super structure/crops/trees etc.) to be prepared.
- Type of land ( agricultural land or not).

### 5.2. REQUIREMENTS

- Preparation of acquisition plan:  
Acquisition plan shall be prepared village wise. The land to be acquired shall be marked in village maps in scale 16 inches to a mile or similar scale prevalent in revenue records. Land schedule to be furnished in each individual drawing. Land owners identification including Govt and other departments land to be shown in the aforesaid drawings. Certification in respect of agricultural land is also to be obtained from district agricultural officer. Any clarification in this regard may be sought from OIL/ agency deputed by OIL. The acquisition plan shall be prepared for the following:
  - New alignment of 18 meter wide ROW corridor.
  - For Road/ Rail track crossings 18 meter wide corridor. Additionally, cadastral information with drawings for working space (20meters x 10meters) adjoining the proposed crossing on either side to be submitted.
  - For River crossings 18 meter wide corridor . Additionally, cadastral information with drawings for working space (75meters x 50meters) adjoining the proposed crossing on either side to be submitted.
- Certified copy of jamabandhi / khatian, chitta / porcha of dags/ patta involved and trace map will have to be collected from the respective

- revenue department.
- c. Obtain the market price of the land proposed to be acquired from the district authorities.
  - a. Authenticated market price for trees, standing crops ,structures etc , that are involved in the proposed acquisition plan is to be obtained from respective authorities.

### 5.3. **ADDITIONAL DATA COLLECTION**

For land other than private land, the following additional drawings/data/records are required which shall form a part of cadastral Survey work. No extra payment shall be made for these works.

- a. Identification and preparation of a list of Government/State Authorities with full address in whose land the pipeline route is passing through.
- b. Find out the area of the Individual Government/State Authorities land.
- c. Preparing of proposal including drawings for submission to Government /State authorities as per their requirements for obtaining permissions for routing the pipeline through their land as per the instruction of the OIL Engineer / Engineer deputed by OIL.
- d. Submit the Proposal to OIL for obtaining the Permission. Assist OIL Engineer for obtaining the Permission for laying the pipeline.

### 5.4 **MAPS / REPORT**

All maps/drawings shall be submitted along with all field book fulfilling the requirements mentioned above in one set of soft copy and six set of hard copies along with reproducible after duly approved by OIL/agency deputed by OIL.

- a. The Revenue Village Drawing in the Scale of 16 inches to one mile.
- b. The Land Acquisition Drawing in the Scale of 16 inches to one mile
- c. The Report containing the area of each Plot no, Name of the Owner , Type of land, Type of Crop Grows ,Cost of Crops as per latest market rate, Cost of land as per the Market Price, Cost of well, cost of trees, cost of any other facilities.
- d. The proposed land to be acquired shall be marked in the village map traced on tracing cloth for all the villages.

### 6.0 **SPECIFICATION FOR HYDROLOGICAL DATA COLLECTION**

#### 6.1. **SCOPE :**

Hydrological data shall be collected from authentic source viz. CPWD, CWC, RITES, STATE W R Department etc for both the rivers along the proposed

pipeline route. The job consists of study of upstream and down stream bank and bed condition, data collection for calculation of scour depth and all relevant details required for design of pipeline submerged (HDD) crossing. The hydrological data shall include but not limited to following:

- a) High flood level (HFL), Low flood level (LFL) mentioning the year.
- b) Maximum discharge, velocity of flow at HFL, LFL
- c) Information regarding existing hydraulic structure if any with in 10 Km of the proposed crossing site.
- d) Ascertain the velocity of the river on upstream & down stream (Approx.500 M. from site of crossing).
- e) Finding out the cross connection of the river bed if any, indicating any River / canal / stream connected to it within 10 km from the crossing point.

## 6.2. DRAWINGS AND REPORTS

- a. The river bed profile and Plan drawings incorporating all the aforesaid hydrological data, soil stratification results, location of bore hole etc along with Scouring depth profile are to be prepared and submitted.
- b. Detailed report shall be prepared and submitted to OIL in a draft form for review and comments. All the information as mentioned above shall be furnished in the draft copy of the report. After reviewing, contractor shall be informed of the comments / remarks, if any the same shall be incorporated in the final reports.
- c. All drawings / reports shall be submitted with the final report along with all field books to fulfil the requirements mentioned above in one set of soft copy and six set of hard copies.

## 7.0 SPECIFICATION FOR GEOTECHNICAL INVESTIGATION

### 7.1. GENERAL

Geo-technical investigation shall be carried out for the rivers along the proposed pipeline route. This specification covers the requirement of Geo-technical investigations to develop required soil data and parameters for estimation of scour-profile and installation of pipeline below the maximum scour depth.

### 7.2 SCOPE : The work comprises of the following:

- a. Preparation of 'location plan' for bore hole.
- b. Boring for data collection.
- c. Standard Penetration Test
- d. Collection of 'disturbed' and 'undisturbed' soils samples.
- e. Laboratory test.
- f. Collection of hydrological data.
- g. Submission of reports containing references of the bore hole locations.

### 7.3 REQUIREMENTS

The work shall be carried out in line with the relevant clauses of the Standard practices and specification for Soil Investigation as per latest edition of relevant BIS.

#### 7.4 Preparation of bore hole Location Plan

The Bore hole 'location plan' showing the position of the bore holes at an average interval of 30meter in the prepared alignment of the proposed pipeline route is to be prepared. The plan shall indicate the name of river, chainage, proposed depth, bores on bank/dry bed /water and boring method with other relevant information. The plan should be submitted for approval to OIL / Agency deputed by OIL prior to execution of work.

#### 7.5 Boring

- a. Borings shall be carried out in accordance with the provisions of IS:1892 and other applicable standards / BIS code of practices. The bore-hole shall be 150mm diameter and 20mtr depth in general from the existing ground level/ river-bed depending on location of a particular bore-hole.
- b. The contractor shall use mechanical / hand operated 150 mm diameter Shell & Auger / Rotary equipment or Rotary core drilling machine with necessary drill bits etc. Casing shall be provided up to a required depth and bentonite shall be used to prevent side collapse of hole, if necessary.
- c. Contractor shall contain or control any drill fluid or cuttings that might lead to any kind of hazards to environment. The contractor shall take all precautions to prevent leakage of fuel, lubricants and/or hydraulic fluid from any equipment at the site so as to prevent those materials from entering any steam or water bodies.
- d. Uncased holes shall only be permitted only up to a depth such that side-collapse do not occur, if required steps shall be taken immediately to stabilize the holes by using bentonite slurry or by casing pipes.
- e. No water shall be added while boring through cohesive soils as well as cohesion less soil above water table. While boring through cohesionless soil below water table, water in the casing shall always be maintained at or above the water table.
- f. The cuttings brought up by the auger shall be carefully examined and soil descriptions duly recorded. Representative samples shall be preserved for laboratory testing.
- g. Wherever in-situ tests are conducted and undisturbed samples are collected at specified depths from the borehole, care shall have to be taken to ensure

that the borehole is properly cleaned and free from foreign matters at the time of conducting these operations.

- h. Water table in the borehole shall be carefully recorded. One of the following methods shall be adopted for measuring the water table. The water table in the borehole shall be allowed to stabilize after depressing the water level adequately by bailing. Stability of the sides of the borehole and bottom shall be ensured at all times.
- i. The borehole shall be filled with water and then bailed out to various depths. Observations shall be made at each depth to see if the water level is rising or falling. The depth at which neither a fall nor a rise is observed, shall be established by three successive readings of water levels taken at intervals of 2 hours.
- j. Immediately on completion of a borehole, bore log shall be prepared in an approved format and submitted to the Engineer-in-Charge in triplicate.

#### **7.6 Backfilling of boreholes :**

On completion of boreholes, backfilling shall be carried out with similar materials as was found while boring. Unless otherwise specified, the excavated soil shall be used for the purpose.

#### **7.7 In-Situ Testing:**

In-situ tests shall be conducted and undisturbed samples obtained immediately on reaching the specified depth, so as to avoid substantial moisture changes in the subsoil.

After completion of examination and tests, the pits shall be suitably backfilled as directed by the Engineer –in-charge. Unless otherwise specified, the excavated soil shall be used for this purpose.

#### **7.8 STANDARD PENETRATION TEST (SPT)**

- a. The test shall be conducted at specified intervals or at a depth where the soil strata changes, whichever occurs earlier.
- b. The test shall be carried out by driving a standard split spoon by means of a 65 kg hammer with a 75 cm free fall. Detailed procedure of testing, as specified in IS ; 2131, Method of Standard Penetration Test in Soils' shall be followed. The samples obtained in the split spoons shall be labelled and preserved for identification tests in the laboratory.
- c. This shall be conducted in boreholes at interval of 1.5 m depth . The disturbed representative samples shall be visually classified labeled for identification and properly preserved for laboratory testing. SPT at any depth

shall be terminated when the number of blow exceeds 100 or the penetration

is less than 25mm for 50 blows in three consecutive SPT tests.

### **7.9 Condition for bore-hole Termination**

If very hard strata are encountered while making the bore-hole at depths shallower than specified, the borehole shall be carried out by mechanical means. If in the opinion of the Engineer-in-charge, the rate of advancement of borehole is still low, coring may be resorted to subsequently. Maximum length drilled in rock strata shall be limited to 10.0 m if rock is available at 2.0 m from Bed / G.L level.

### **7.10 Collection of Disturbed Samples (DS) and Undisturbed Samples (UDS)**

Both undisturbed and disturbed samples shall be collected . The undisturbed samples in soft and medium clay shall be obtained in steel tube and waxed at both ends after due labelling. Undisturbed samples of minimum 100 mm dia shall be taken from bore holes and from representative strata at interval of 1.5 m or change of soil strata whichever is less for collection of first UDS at 1.75 m for stiff clay area, ratio of the sampling shall not exceed 20 %. In soft deposits piston sample shall be used to collect UDS. .

Disturbed sample from granular soil shall be obtained at suitable interval using SPT as mentioned in 5.2.8 above and shall be kept in transparent polythene bags duly labelled depth wise

### **7.11. LABORATORY TEST**

#### **a. GRAIN SIZE DISTRIBUTION**

Wherever applicable both the sieve & hydrometer analysis shall be conducted to indicate complete range of grain sizes of soil samples tested. Grain size distribution curves shall have to be mentioned in the report.

#### **b. 'ATTERBERG' LIMIT**

Wherever applicable these test shall be carried out by skilled personnel. The test result should include liquid limit and plastic limit, of the soil samples tested. These tests should be conducted as per IS-2720 Part V.

#### **c. UNCONFINED COMPRESSIVE STRENGTH.**

These tests shall be done as per IS-2720 (Part - X), on selected soil sample.

#### **d. TRIAXIAL TESTS**

These tests shall be done on specimen saturated by the application of back pressure. Only if the water table is at sufficient depth so that chances of this raising to the base of the footing are meagre or nil. The triaxial tests

shall be performed on specimens at a natural moisture content. Magnitude of the back pressure applied shall be indicated in the report.

All Stress Strain diagrams as well as Mohr circle envelopes shall be included in the report.

e. **MODULUS OF ELASTICITY**

E-value shall be determined from the triaxial test; relative corrections applied to the computed 'E' shall be clearly illustrated in the report.

f. **FREE SWELL INDEX TESTS**

These tests shall be conducted on selected samples from expansive soil layers in conclusion with Engineer in-charge and are to be performed as per IS Code 2720 XI.

g. **SWELLING PRESSURE TESTS**

These tests shall be conducted on selected samples from expansive soil layers in consultation with Engineer in charge and are to be performed as per IS 2720.

h. **SHRINKING LIMIT**

These tests shall be conducted on selected samples from expansive soil layers in consultation with Engineer in charge and are to be performed as per IS 2720.

i. **UNIAXIAL COMPRESSIVE STRENGTH & SPECIFIC GRAVITY OF ROCK SAMPLES**

These tests shall be done on selected samples recovered from the cores. For rock compressive strength the samples shall be soaked in water for not less than 24 hours prior to the testing. Water absorption shall also be indicated along with test results.

**7.12. COLLECTION OF HYDROLOGICAL DATA**

Hydrological data collected as described in the specification mentioned earlier shall be utilized in the preparation of the final report.

**8.0. SUBMISSION OF REPORT.**

Field and laboratory data will be processed and analyzed, based on which a final report including recommendation on the suitability of directional drilling/open for submerged crossing and tentative design elevation profile with respect to maximum scour level throughout the proposed alignment, will be submitted in triplicate.

Detailed report as per standard specification shall be prepared and submitted to OIL as soon as the field and laboratory works are completed in a 'draft form' for review and comments. All the information as mentioned below shall be furnished in the draft copy of the report. The contractor shall

incorporate reviewed report in the final report. The report shall also include but not limited to following:

- a. General geological information of the site.
- b. A plot showing all the test location with respect to reference chainage
- c. Procedure of investigation and method of various testing adopted.
- d. Detailed bore logs indicating co-ordinates, reduced level, ground water table etc., subsoil profiles connecting various boreholes and indicating depth wise in-situ test results (i.e. SPT) , shall have to be submitted.
- e. All field and laboratory test results shall be plotted against depth and also in tabular form.
- f. Summary of result obtained from various tests and interpretation to evaluate various soil parameters, shall also be furnished.
- g. Silt factor for scour-able soil strata shall be furnished, borehole and depth wise in a tabular form, Backup calculation for silt factor shall be included in the report.
- h. Report shall also evaluate whether any possibility of artisan condition exists below the river bed or not.
- i. Passive resistance of soil mobilized up to a depth of 10 m based on the results of boreholes drilled at shore to be used for the design of block foundation shall be included in the report.
- j. Stable slope near bank both in natural as well as excavated states shall be recommended.
- k. Longitudinal lateral friction co efficient between pipeline and soil shall be recommended.
- l. Indication of liquification potential of soil.
- m. Stable trench slope along the width of river through the corridor.
- n. Grain size distribution curves to be included in the Report up to the Scouring Zone in addition to Silt factor.
- o. Adequate grain size Analysis shall be included in the Report which shall be decided based on the Bore-logs during execution
- p. Hydrological data to be furnished in the report should be from the Authentic source.
- q. The shore protection for the excavated trench if required to be specifically recommended in the report.
- r. Meandering nature of the river on both side of the crossings shall be established within one kilometer or twice the width of the river which ever is more.

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## SECTION - VI

### SCHEDULE OF RATES

#### 1.0 SCHEDULE OF RATES :

- 1.1 The schedule of rates is to be read with all the other sections of this bid document.
- 1.2 The quantities shown against the various items are only approximate and may vary depending on the actual field requirement.
- 1.3 The Company reserves the right to interpolate/extrapolate rates for extra items for work from similar items of lower and higher magnitude or otherwise derive rates for extra items from tendered rates.
- 1.4 All items of works in the schedule of rates shall be carried out as per the specification, approved drawings and instructions of the Engineer and the rates shall provide for supply of required materials, consumables, skilled and unskilled labour, supervision, all inspections inclusive of radiographic test, machinery's, all tools and tackles etc. as called for in the construction specifications of the contract.
- 1.5 The Company shall not be liable for any increase or decrease in the actual quantities of work effected within the scope of work, nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted or for any claim for additional compensation, damages or loss of profits or otherwise.

#### 2.0 TAXES :

- 2.1 Taxes levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payment received under this contract including service tax, will be to Contractor's account.
- 2.2 Income tax deductions will be made from all payments made to the Contractor as per rules and regulations in force in accordance with the

Income Tax Act prevailing from time to time. Works contract tax will be deducted as per Govt. of Assam rules and regulations in force.

- 2.3 All taxes, levies and duties, sales tax, Service tax, VAT, octroi etc. on purchases and sales made by the Contractor shall be borne by the Contractor.
- 3.0 TERMS OF PAYMENT :
- 3.1 Payment against bills will be made to the contractor within thirty (30) days after the submission of the certified bill subject to deductions, if any.
- 3.5. The payment shall be made only after completion of each job under those item.
- 4.0 PRICE SCHEDULE :

Bidders shall quote rates for the items as detailed in Proforma . These rates should include supply of all consumables, equipment, tools & tackles, labour, supervision, inspection & testing for completion of work as per the construction specifications. The rates quoted in schedule of rates Proforma will be considered for evaluation of offer.

\*\*\*\*\*

## Proforma-I Schedule of Rate

Tender ref No: G110032P09 [PLM / 08/564]

SL.NO.	DESCRIPTION OF WORK	UNIT	QTY.	Rate	Amount
1	<b>Reconnaissance survey</b>	km	26		
	Carrying out Reconnaissance survey at locations for new alignment as envisaged in the specifications, preparing and submission of reports on the final alignment with field data ,drawings, maps etc complete in all respect.				
2	<b>Detailed Route Survey</b>	Km	17.4		
	Carrying out Detail Topographical route survey along the proposed pipeline route by using total station of accuracy of 1: 20000 or better and angular accuracy of 5 secs. or better, elevation profile, terrain features, crossing details, river profile, preparation and submission of maps/drawings.The rate shall be all inclusive.				
3	<b>Cadastral survey</b>	km	16.8		
	Carrying our cadastral survey at location of new alignment by coordinatiing with local / district / revenue offices and preparation of land acquisition plan/cadastral maps and submissioin & acceptance of all reports.The rates shall be all inclusive.				
4	<b>Collection of Hydrological data for 10 rivers</b>	EOP	10		
	Collection of hydrological data of rivers from authentic source. Preparation and submission of the river bed profile, plan & scour depth profile drawings incorporating all the hydrological data, soil stratification results, location of bore holes etc.as provided in the specification. The cost shall be all inclusive.				
5	<b>Shifting / fixing drilling rig on bank</b>	no	51		
	Shifting and fixing of boring/drilling rig at each <b>dry bore hole</b> location including transportation . The cost will be all inclusive for 9 rivers.				
6	<b>Shifting &amp; fixing drilling rig on water</b>	no	84		

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	Shifting and fixing of boring/drilling rig at each <b>water bore hole</b> location including transportation. The cost will be all inclusive for 9 rivers.				
7	<b>Boring through normal soil</b>	m	2700		
	Sinking 150mm dia borehole through all kinds of soil complete with collection of Undisturbed Soil samples and conducting SPT of 20m depth etc. as per specification. The cost will be all inclusive.				
8	<b>Boring through pebbles, gravels and rock</b>	m	540		
	Sinking 150mm dia borehole through <b>pebbles, gravels and rocks</b> complete with collection of Undisturbed Soil samples and conducting SPT of 20m depth etc. as per specification. The cost will be all inclusive.				
9	<b>Laboratory test on selected soil samples</b>	no	1620		
	Carrying out laboratory test on selected soil samples to determine physical & chemical properties and detailed analysis as per specifications, complete in all respect. Samples will be selected for testing as per direction of engineer in-charge. The cost will be all inclusive.				
10	<b>Submission of report</b>	no	10		
	Submission of detail reports complete in all respect containing but not limited to the following: a) Reconnaissance survey b) Route survey c) Cadastral survey d) Hydrological report of the river e) Silt factor and Scour depth with calculation f) Soil test report including SPT g) Bore log h) Engineering properties of soil i) Sub soil profile plan.				
	<b>Total</b>				

## Section : VII

### 6.1. **BID REJECTION / EVALUATION CRITERIA:**

### 6.2. **BID REJECTION CRITERIA (BRC):**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have **to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected**. All the documents related to BRC shall be submitted along with the Techno-Commercial Bid.

### 6.3. **TECHNICAL :**

#### BIDDERS ELIGIBILITY CRITERIA

- 6.3.1 The bidder shall have experience of carrying out Geo-Technical study for at least 1(one) river for installation of pipeline by Horizontal directional drilling (HDD) method in last 7 (seven) years reckoned from the date of bid closing date.
- 6.3.2 The bidder must have experience of successfully carrying out jobs covering any one or all in respect of Geo-Technical study, Reconnaissance survey, Cadastral survey and Route Survey etc in last 7 (seven) years reckoned from the date of bid closing date
- i) Single contract of minimum value Rs 100.00 Lakhs.  
or
  - ii) Two contracts of minimum value Rs 68.00 Lakhs  
or
  - iii) Three contracts of minimum value Rs 50.00 Lakhs

#### **Note:**

1. Documentary evidence in support of work experience and fulfilling the requirement as spelt out in clause 6.3.1 & 6.3.2 must be submitted along with techno-commercial bid. These documents should be in the form of copies of Contracts / Work Orders/ Completion Certificates/ Payment Certificates issued

by the Owner of a pipeline. However, the originals of these documents shall have to be produced by the bidder, as and when asked for.

#### **6.4 FINANCIAL**

6.4.1 Average annual financial turnover during the last 3(three) years ending financial year 2007-08 should be at least Rs 56.00 Lakhs. The proof of annual turnover should be either in the form of Audited Balance Sheet or certification from Chartered / Cost Accountant firm indicating the Code Number.

6.4.2 The Bidder should possess PF Code number, Service Tax Regd no, PAN No issued by appropriate Govt. Authority.

##### **6.4.0. COMMERCIAL:**

6.4.1 Bidder shall furnish Bid Security along with Bid as referred to in Section-2. Bid security shall be furnished as a part of 'Techno-Commercial Bid'. Any bid not accompanied by a proper bid security will be rejected.

6.4.2 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

6.4.3 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.

6.4.4 Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

6.4.5 The Techno-Commercial Bid should not have any price indication.

6.4.6 Any bid containing false statement will be rejected.

6.4.7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Section-5 of Bidding Documents, otherwise the bid will be rejected.

6.4.8 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

6.4.9 Any Bid received by the Company after the deadline for submission of bids

prescribed by the Company will be rejected.

6.4.10 Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

6.4.11 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- a) Performance Security Clause
- b) Force Majeure Clause
- c) Termination Clause
- d) Settlement of disputes Clause
- e) Liquidated Damages Clause.
- f) Acceptance of Jurisdiction and applicable law.
- g) Tax liabilities clause.
- h) Insurance clause.
- i) With holding clause.
- j) Liability clause.

**6.5.0 GENERAL:**

6.5.1 No deviation will however, be accepted in the clauses covered under BEC/BRC.

6.5.2 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

6.5.3 In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company shall exercise its discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.

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

6.5.5 Any exceptions/deviations to tender must be spelt out by Bidder in their 'Techno-Commercial' bid only. Any additional information/terms/ conditions furnished in sealed 'Price Bid' will not be considered by Company for evaluation/award of contract.

**6.6.0 BID EVALUATION CRITERIA (BEC):**

- 6.6.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:
- 6.6.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of **total cost of various works** envisaged under the contract.



## Annexure -VIII

### **Detail of Equipments, Tools & Tackles/ Mobilization & execution schedule**

1.0 The Bidder shall specify in the format given below list of Equipment/ Machineries, transport etc. to be deployed for different category of survey envisaged under the contract for the entire Contract period and submit along with **Techno-Commercial Bid**.

Sl. No.	Equipment Details	Specifications	Vintage	Qty. (nos.)
1				
2				
3				
4				
5				

2.0 The bidder shall furnish a detailed work programme showing the commencement and completion schedule of each category of survey within the stipulated contract period.

Signature & Seal of Bidder : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

## **Annexure-IX**

### **Detail Experiences of the Bidder**

The Bidder shall give information on work done during the past 7 (seven) years as per the format given below and submit along with **Techno-Commercial Bid**.

<b>Sl. No.</b>	<b>Brief Description of work</b>	<b>Value of Contract</b>	<b>Completion time as stated in the Tender (Month)</b>	<b>Actual Completion Time (Month)</b>	<b>Year of Completion</b>	<b>Reason for Delay (if any)</b>	<b>Name &amp; Postal Address of Client</b>

Signature & Seal of the Bidder : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

**Annexure-X**

**Details of Present Commitment**

The Bidder shall give information regarding present commitment as per the format given below and submit along with **Techno-Commercial Bid**.

<b>Sl. No.</b>	<b>Name &amp; Postal Address of Client &amp; Name of Officer-In - Charge</b>	<b>Description of work</b>	<b>Value of Contract</b>	<b>Date of Completion</b>	<b>% age of Completion as per Date</b>	<b>Expected Date of Completion</b>	<b>Reasons For Delay (if any)</b>

Signature & Seal of the Bidder : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

**SECTION – VIII**

**ANNEXURES**

- ANNEXURES – I : CHECK LIST
- ANNEXURES – II : LETTER OF AUTHORITY
- ANNEXURES – III : BID FORM
- ANNEXURES – IV : BID SECURITY FORM BANK  
GUARANTEE
- ANNEXURES – V : CONTRACT FORM
- ANNEXURES – VI : FORM OF PERFORMANCE BANK  
GURANTEE.
- ANNEXURES –VII : STATEMENT OF COMPLIANCE
- ANNEXURES - VIII : BIO DATA OF PERSONNEL .
- ANNEXURES - IX : DETAILS OF EQUIPMENT  
TOOLS & TACKES.
- ANNEXURES - X : DETAILS OF EXPERIENCE.
- ANNEXURES - XI : DETAILS OF PRESENT  
COMMITMENT.

ANNEXURES - XII : APPLICATION FORM FOR  
VENDOR CODE NO.

**ANNEXURE – I**

***CHECK LIST***

- |      |   |          |
|------|---|----------|
| 1.0  | Have you submitted the Bid Form?  | Yes / No |
| 2.0  | Have you submitted the documents to establish Your eligibility criteria as set forth in clauses of Section –VII.  | Yes / No |
| 3.0  | Have you submitted the details of your past performance and experience for job of similar nature and details of current work in hand in accordance with clauses of Section-VII and clauses of Section – II, in the formats given in Annexure. | Yes/No   |
| 4.0  | Have you submitted the qualification and experience of your key personnel?  | Yes/No   |
| 5.0  | Have you submitted list of equipment/machinery proposed to be committed for work in the format given in Annexure VIII?  | Yes/No   |
| 6.0  | Have you submitted a bar chart for execution of the work envisaged in the tender document.  | Yes/No   |
| 7.0  | Have you submitted the letter of authorization with written power of attorney for the person/persons signing the bid document.  | Yes/No   |
| 8.0  | Have you submitted four copies of bid?  | Yes/No   |
| 9.0  | Have you marked the ‘Original Copy’ of Bid?   | Yes/No   |
| 10.0 | Have you marked the ‘Copy’ of Bid?  | Yes/No   |
| 11.0 | Have you submitted ‘Bid Security’?  | Yes/No   |
| 12.0 | State whether Bid validity is for 180 days  | Yes/No   |
| 13.0 | Have you stated the exceptions & deviations to bid document as per format given in Annexure VI?   | Yes/No   |

Signature of the Bidder

**ANNEXURE – II**

**PROFORMA LETTER OF AUTHORITY**

To,

General Manager (PLS)  
OIL INDIA LIMITED.  
P.O.- Udayan Vihar  
Guwahati-781171  
Assam (India)

Attn: Chief Engineer ( PLM)

Sir,

Sub : OIL's Tender No.: G110867P09 [PLM / 08/573]

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

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

Yours Faithfully,

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation: \_\_\_\_\_  
For & on behalf of \_\_\_\_\_

**Tender No.** G110867P09 [PLM / 08/573]

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

**ANNEXURE-III**

**BID FORM**

To  
General Manager (PLS)  
OIL INDIA LIMITED,  
P.O- Udayan Vihar  
Guwahati- 781171, Assam (India)

Attn: Chief Engineer ( PLM)

Sub : Tender No. : G110867P09 [PLM / 08/573]

*Sir,*

Having examined the General Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of Rs. \_\_\_\_\_ (in words \_\_\_\_\_)

We undertake, if our Bid is accepted, to commence work within \_\_\_\_\_ days/weeks/months and to complete the work and deliver the services specified in the contract within \_\_\_\_\_ days/weeks/months calculated from the date of receipt of your notification of award/letter of intent.

If our Bid is accepted, we will obtain the guarantee of a bank for a sum of rupees \_\_\_\_\_ for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Tender No.** G110867P09 [PLM / 08/573]

Signature and seal of the Bidder : \_\_\_\_\_  
(In the capacity of) : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

**ANNEXURE – IV**  
**FORM OF BID SECURITY (BANK GUARANTEE)**

To : M/s. OIL INDIA LIMITED,  
Guwahati, Assam, India, Pin - 781171.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called “the Bid”) against OIL INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)’s tender No. G110867P09 [PLM / 08/573] know all men by these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called “Bank”) are bound unto the Company in the sum of ( \* ) for which payment will and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligations are :

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

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

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

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

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

**Tender No.** G110867P09 [PLM / 08/573]

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

(Signature, Name and Address)  
Date : \_\_\_\_\_ Place : \_\_\_\_\_

*ANNEXURE – V*

**CONTRACT FORM**

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

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

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

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

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

**Tender No.** G110867P09 [PLM / 08/573]

2. In addition to documents hereinabove, the following Sections and Annexure attached herewith shall be deemed to form and be read and construed as part of this Contract viz.:
  - a) Notification of award by Company.
  - b) Bid form submitted by Bidder.
  - c) The General conditions of Contract.
  - d) Terms of Reference / Technical specifications.
  - e) Schedule of Rates.
  
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
  
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name :

Name :

Status :

Status :

In presence of

In presence of

1.

1.

2.

2.

**FORM OF PERFORMANCE BANK GUARANTEE**

To: M/s. OIL INDIA LIMITED,  
Guwahati, Assam, India, Pin-781171.

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

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

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

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

This guarantee is valid until the date \_\_\_\_\_.

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

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

Name of Bank : \_\_\_\_\_

Address : \_\_\_\_\_

Witness : \_\_\_\_\_

Address : \_\_\_\_\_

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

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

***ANNEXURE – VII***

**STATEMENT OF COMPLIANCE**

Bidder to note that this Proforma has been included in the Bidding document solely for the convenience of the Bidder so as to facilitate them to list out the deviations/exceptions both technical and commercial nature from/to the bidding document. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with.

**Tender No.** G110867P09 [PLM / 08/573]

\_\_\_\_\_  
Signature and seal of the Bidder

Name of Bidder: \_\_\_\_\_

Annexure-VIII

**Format for furnishing Bio-Data of Personnel**

**Tender No. G110867P09 [PLM / 08/573]**

- 1 CATEGORY OF JOB / POST :
- 2 NAME OF INCUMBENT :
- 3 PRESENT ADDRESS :
- 4 HOME ADDRESS :
- 5 NATIONALITY :
- 6 DATE OF BIRTH :
- 7 ACADEMIC QUALIFICATION :
- 8 TECHNICAL QUALIFICATION :
- 9 TOTAL EXPERIENCE IN THE RELATED FIELDS (No of years) :
- 10 JOB EXPERIENCE RESUME :

SL NO	WORK EXPERIENCE		TYPES OF JOB CARRIED OUT	NAME OF COMPANY	PLACE OF WORK
	FROM	TO			

NOTE: TO ATTACH ALL SUPPLEMENTARY DOCUMENTS.

**Tender No.** G110867P09 [PLM / 08/573]

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

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

**Seal of the Bidder:**

*ANNEXURE – IX*

**VENDOR CODE NO.** ( If the bidders already have  
**vendor code the form need not to be filled up.**)

**APPLICATION FORM FOR VENDOR CODE**

Please go through the following points before filling up the format. The form should be filled up in the given format only.

- 1) Please indicate the vendor code as mentioned on top of the covering letter.
- 2) Please mention SSI or NSIC or PSU or DGS & D if you are a SSI or NSIC or PSU or DGS & D unit.
- 3) In the event PAN not allotted to you please enclose copy of application made by you for PAN allotment.
- 4) For Sales tax and service tax wherever applicable, provide the registration Number.
- 5) Please mention Company or non-Company in the field **Corporate / Non-Corporate**.
- 6) Please mention **not applicable** in case any of the data is not applicable.
- 7) Please put your signature, seal of your company at the bottom.

<b>Required data</b>	<b>Your data to be filled up in this column</b>
VENDOR CODE	
NAME	
ADDRESS	
DISTRICT	
POSTAL CODE	
CITY	
COUNTRY	
TELEPHONE NUMBER	
FAX NUMBER	
MOBILE NUMBER	

**Tender No.** G110867P09 [PLM / 08/573]

E-MAIL	
WEB SITE	
CONTACT PERSON	
TELEPHONE NUMBER OF CONTACT PERSON	
Whether SSI/NSIC/PSU/DGS & D UNIT CORPORATE/NON-CORPORATE	
TAX EXEMPTION CERTIFICATE NO.	
EXEMPTION FROM (Date)	
EXEMPTION TO (Date)	
CST REGISTRATION NO.	
LOCAL SALES TEX REGISTRATION NO	
ECC NO. (Excise Control Code)	
PAN	
VAT REGISTRATION NO. (TIN)	
SERVICE TAX REGISTRATION NO.	
PF CODE	
BANK A/C NUMBER	
BANK A/C TYPE (S/B, CC etc.)	
BANK NAME	
BANK BRANCH	
BANK ADDRESS	
BANK CITY	
SERVICE TAX REGISTRATION NO.	
PROVIDENT FUND CODE NO.	
NATURE OF BUSINESS	
CONSTITUTION OF THE FIRM	
W/B SALES TAX REGISTRATION NO.	
ORISSA VAT REGN. NO (TIN NO)	
EPF CODE NO.	
ESI CODE NO.	
TAN	

Signature of authorized person :

Name in block letter :

**Tender No.** G110867P09 [PLM / 08/573]

Date :

Seal of your company :