

**Oil India Limited**

**Serial No :**

**SECTION – I**

**Date of Issue :**

**FORWARDING LETTER**

**Tender No. G115995P10 [PL/PLM/593]**

Signature

Issuing Officer

To

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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

In connection with its operations, OIL invites Domestic Competitive Bids from competent and experienced contractors for **‘Providing services for Dig-verification of pipe defects reported during I.P.Survey and re-coating by C.T.E after repair by welding sleeves for 406.4 mm OD M/L from PL KM 00, Naharkatiya to PL KM 401, Noonmati .**

- 2.0 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:

i)	Tender No.	<b>G115995P10 [PL/PLM/593]</b>
ii)	Type Of Bid	Single stage – two bid
(iii)	Bid Closing Date & Time	29.01.2010. : 1400 hrs (IST)
iv)	Technical Bid Opening Date & Time	29.01.2010. : 1415 hrs (IST)

v)	Commercial Bid Opening Date & Time	Will be intimated to the eligible bidder nearer the time
vi)	Bid Submission Places	Chief Engineer (Pipeline Maintenance) Oil India Limited, Pipeline Head Quarter Guwahati , Assam (India)
vii)	Bid Opening Place	Chief Engineer (Pipeline Maintenance) Oil India Limited, Pipeline Head Quarter Guwahati , Assam(India)
viii)	Tender Fee	Rs 500.00 ( Rupees five hundred ) only
ix)	Bid Security amount	Rs 12,000.00 ( Rupees twelve thousand ) only.
X)	Performance Security.	10 % of the total contract amount.
xi)	Duration of Contract	18 (eighteen) month
xii)	Bid validity	180 days
xiii)	Quantum of Liquidated damage	1/2% of total contract value for delay per week or part thereof subject to maximum of 7.5 %
xiv)	Bids To Be Addressed to	General Manager (Pipeline-services) Attn: Chief Engineer (Pipeline-Maintenance) Oil India Limited, Guwahati , Assam (India)

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

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

( R. Chaudhury).  
**Chief Engineer (Pipeline-  
Maintenance)**  
**For GENERAL MANAGER (PIPELINE - SERVICES)**

## 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.

#### **A. 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.
  - iii. Bid opening date, time and place.
  - iv. Bid submission place.
  - v. Bid opening place.
  - vi. The amount of Bid Security.
  - vii. The amount of performance guarantee.
  - viii. Quantum of liquidated damages for default in timely mobilisation.
  
- (b) Instruction to Bidders (Section II)
- (c) General Conditions of Contract (Section III)
- (d) Special Conditions of Contract (Section IV)
- (e) Technical Specification (Section V)
- (f) Schedule of Rates & Price-Bid Format (Section VI)
- (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)- (Section-VII)
- (h) Forms and annexure - (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 sent 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.

**B. 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:**

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 clause 9.0.
- (iii) Bid Security furnished in accordance with clause 10.0.
- (iv) Copy of commercial / price bid without indicating prices.

**B. COMMERCIAL/PRICE BID**

- (i) Bid Form, Schedule of Rates & Price-Bid Format.

6.0 **BID FORM:**

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 by the bidders 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 Corporate Income Taxes 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:**

Bidder shall quote prices in Indian Rupees

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

These are listed in Section VII.

10.0 **BID SECURITY :**

10.1 Pursuant to clause 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-clause 10.7.

10.3 The Bid Security shall be denominated in the Indian currency (Rupees ) of the bid and shall be in one of the following form:

(a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank 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.

(b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at Guwahati, Assam.

10.4 **Any bid not secured in accordance with sub-clause 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 or modifies 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 stipulated reasonable time & 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 two copies of the bid clearly marking as "ORIGINAL BID" and "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

12.2 The original and copy 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 III) 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.

**C. 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 duplicate (one Original and one copy).

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

13.3 The cover containing the Technical Bid (Original + 1 copy) 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 + 1 copy) 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 the 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 The 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 clause 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 Proforma II. 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 :**  
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:**  
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 dispatched in accordance with the provisions of clause 13.0. A withdrawal notice 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 in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 17.2 Bid for which an acceptable notice of withdrawal has been received, 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-clause 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 CONTACTING THE COMPANY :**

20.1 Except as otherwise provided in clause 18.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 17.5.

20.2 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.

**21.0 AWARD OF CONTRACT**

**AWARD CRITERIA:**

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

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

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

**23.0 NOTIFICATION OF AWARD:**

23.1 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 by cable or telex or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

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

23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to clause 28.0 the company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to clause 10.0 hereinabove.

24.0 **SIGNING OF CONTRACT:**

24.1 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.

24.2 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.

25.0 **PERFORMANCE SECURITY:**

25.1 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 ( Proforma IID ) or in any other form acceptable to the Company. 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.

25.2 The performance security as specified above must be valid for the tenure of the contract to cover the warranty obligations indicated in clause 18.0 of Section III hereof. The same will be discharged by company not later than 30 days following its expiry.

25.3 Failure of the successful Bidder to comply with the requirements of clause 25.1 or 25.2 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.

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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 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 18 (eighteen) months from the commencement date. If the job is not completed within 18 (eighteen)

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 quantity for which each rate shall be applicable shall be computed from and to the nearest digit. The rates contained in the Contract shall be based on Contractor's operation being conducted on a six (6) days week and eight (8) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section VI.

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 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 6 months 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.

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 execution of the job 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 (Pipeline Services)  
OIL INDIA LIMITED  
PO Udayan Vuihar, Guwahati-781171  
ASSAM , INDIA  
Fax No: 91-0361-2643686

Contractor

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

Fax No. :

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

15.0 **SUBCONTRACTING** :

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 damage**

17.1 In the event of the Contractor's default in timely completion of the work covered under the provisions of this Contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% (Half Percent) of the total Contract Price for each week (7 days) of delay till the works are completed, subject to a maximum of 7.5%(seven and half Percent) of the total Contract Price. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor.

17.2 The contractor agrees that the quantum/rate of liquidated damages indicated herein above are genuine pre-estimate of the loss/damage, which OIL would have otherwise suffered on account of delay on the part of the Contractor, and the said amount shall be payable without any proof of actual loss or damage caused by such delay.

Sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual-loss or damage caused by such delay. In the event of any difference(s) between the parties, the decision of OIL shall be final and binding.

18.0 **PERFORMANCE SECURITY:**

18.1 The successful Bidder shall furnish a Security Deposit in the form of Demand Draft / Bank Guarantee for an amount of 10% of the contract value before signing the formal contract.

The security deposit will be released after 6 (six) months from the date of satisfactory completion of the work by the contractor, but a part or whole of which shall be used by the Company in realization of liquidated damage or claim, if any or for adjustment of compensation or loss due to the Company for any reason. This Security money and retention money shall not earn any interest.

18.2 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 guarantee shall be suitably extended by the Contractor.

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 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.

20.2 Training to the worker is the contractor obligation. Company will provide the guideline.

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 underwrites, 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 up to 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 with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from

the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

With-holding will also be affected 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 unauthorized 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) Insurance as specified clause 9.0 section III.
- f) The Payment of Wages Act, 1963.
- g) The Payment of Bonus Act., 1965.

- h) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
  - i) The Employees Pension Scheme, 1995.
  - j) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
  - k) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
  - l) The AGST Act
  - m) Service Tax Act.
  - n) Customs & Excise Act & Rules
  - o) Assam, West Bengal and Bihar Entry Tax Act.
- And any other statutory body (ies) not mentioned above.

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

28.1 The Contractor shall, at all times, permit the Company and its authorized 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 section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized 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 job 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.

**32.0 SET OFF CLAUSE:**

“ Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)”.

**33.0 GENERAL HSE POINTS**

- 33.1.** It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health ,Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment , the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- 33.2** Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However , it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

- 33.3.** The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men ,machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- 33.4.** The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 33.5.** Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 33.6.** Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line .
- 33.7.** All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT,IME & PME.
- 33.8.** The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
- 33.9.** The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 33.10.** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- 33.11.** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 33.12.** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

- 33.13.** The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 33.14.** The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 33.15.** If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 33.16.** The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 33.17.** To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 33.18.** Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor .
- 33.19.** A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 33.20** A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 33.21.** Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 33.22.** In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 33.23.** When there is a significant risk to health ,environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.

- 33.24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 33.25.** The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 33.26.** For any HSE matters not specified in the contract document , the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

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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 Contractor shall not be entitled to extra compensation for hardships and increased costs caused by such conditions, and/or by reasons of routing of the piping works adjacent to roads, telephone or telegraph poles, power poles overhead or underground cables and wires, embankments, other obstacles which may physically restrict or limit the progress of work directly or indirectly.

#### 2.0 DETAILS OF JOB:

- 3.0 The workmanship 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. Refurbishment of coating and wrapping of 406.4 mm OD M/L between PL KM 00 to 401( Assam) by CTE as per AWWA 203 at different locations. Total number of location is 20 .Job includes repair of defect(s) by welding two half sleeve saddle as per ANSI B 31.4 during validation of IPS results. Welder shall be qualified as per API 1104.

### 3.0 SCOPE OF WORK:

- 3.1 To obtain all statutory permission / clearances from the appropriate authorities.
- 3.2 Submission of QA/QC procedure for Owner's approval.
- 3.3 Work shall be carried out section wise after receipt of Work report for the particular section. Time limit for each section is 20 days which include mobilization as per schedule of Work or as directed.
- 3.4 Install Bench Marks/peg the location from the reference point as directed.
- 3.5 Mobilizing equipment, manpower and other resources etc. site preparation including additional land required for equipment placement, and access to work site as directed etc.
- 3.6 Manual cross trenching for identification of OFC cable and make arrangement for protection of the same. Distinct markers have to be installed to indicate all intersections, crossings and special points if any. Cross trenching is mandatory. Demurrage has to be borne by the contractor for any damage to the OFC cable or any other facility.
- 3.7 Making trench (manual) of required size for exposing the pipeline including arrangement for trench protection against collapse, supporting the exposed pipe at 10m (min) interval and deployment of pump for dewatering. Exposed length of pipeline will be up to 40 mtrs per location( min).
- 3.8 Arranging protection and security (round the clock of the exposed section of pipeline during refurbishment). Welder qualification test (as per API 1104) & field trial (workmanship) of the refurbishment (as per AWWA-203) teams have to carry out before commencement of the main job and approved by the Engineer- in - charge.
- 3.9 Providing assistance for inspection of the metal loss feature(s).
- 3.10 Repair the defect(s) by welding full sleeve saddle as per ANSI B31.4. Two half sleeve saddle should be shaped from 406.4 mm OD, 7.92/11.92 mm thick pipe for perfect fit over the 406.4 mm OD carrier pipe as directed.
- 3.11 Insulation of the exposed pipeline as per AWWA 203 .Providing assistance for holiday test and inspection of the coating.

- 3.12 All other works, which are not specifically indicated above, but required for successful completion of works as per the tender documents.
- 3.13 Disposal of scraps from work site including arranging disposal site.
- 3.14 Submission of daily log of activities with all relevant details as required by Engineer-in-charge.
- 3.15 Restoration of site and final clean-up including de-mobilization.

#### 5.0. OWNER'S RESPONSIBILITIES

- 5.1.0 Owner shall assist in obtaining all necessary and statutory permissions from the appropriate authorities of the State Pollution Control Board and any other relevant statutory authority for execution of the work but it is the responsibility of the contractor to obtain the permissions as and when required.

#### 6.0.0 CONTRACTOR'S RESPONSIBILITIES.

- 6.1.0 Prior to quoting prices, the bidder shall be deemed to have visited the sections and satisfied himself regarding the details of field conditions and the feasibility of the method of 'coating and wrapping job including repair of defects'.
- 6.2.0 The Contractor shall obtain all necessary and statutory permissions from the appropriate authorities of the State Pollution Control Board and any other relevant statutory authority for execution of the work
- 6.3.0 Land required for positioning of the equipments 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.
- 6.4.0 Contractor shall make necessary arrangements for ensuring availability of sufficient and suitable fuel oil / lube oil etc required for the purposes.
- 6.5.0 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 equipment and other associated works.

- 6.6.0 Disposal of 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 disposal, of waste 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.
- 6.7.0 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.
- 6.8.0 Contractor shall supply all the materials required for permanent incorporation in the works as per his scope of supply, specified in the document.
- 6.9.0 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 ( inside & out side OIL's ROW ) 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.
- 7.0 TECHNICAL PARAMETERS
- 7.1 Contractor shall submit the bid with an assumption that locations of work may be any where in OIL's Row between PLKm 00 to 401. No compensation, whatsoever, shall be payable for any mistake in assumption.
- 7.2 The exact location of the work shall be identified after submission of the IP Survey draft report by the IP Survey contractor. IP Survey contractor will carry out the survey in 10 section one at a time and dig verification contractor shall follow IP Survey contractor so that both the contract can be completed in specified time frame.
- 7.3 Contractor shall deem to have taken into account the contingencies as may be necessary.
- 7.4 Bidder shall execute the job in co ordination with the IP Survey contractor as well as the OIL's Engineer in Charge.

## 8.0 WATER AND POWER SUPPLY

8.1 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.

## 9.0 TIME OF COMPLETION

Time of completion shall be 18 ( eighteen ) months from the date of issue of letter of acceptance ( LOA) at a multiple stretch.

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

## 10.0 MEASUREMENT & PAYMENT

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

## 11.0 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.

## 12.0 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.

## 13.0 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.

#### 14.0 EQUIPMENT

- 14.1 All 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 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.
- 14.2 However, in the opinion of Engineer- in – charge the equipment deployed by the Contractor is not sufficient to complete the job in time, Contractor may request the Company for deployment of equipment(s) with operator(s) owned by the Company on payment basis. The charges payable to the company for engagement of both machineries and operator shall be deducted from the bill payable to the contractor as per company's rate.
- 14.3 Any damage caused to Company's equipment owing to faulty-handling of the same by the Contractor's personnel or unforeseen causes shall have to be borne by the Contractor.

#### 15.0 TEST AND INSPECTION

- a) The contractor shall carry out various tests, as enumerated in the technical specifications of these 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.

16.0 COMPLETION CERTIFICATE

16.1 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.

16.2 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.

- a. Declaration in respect of completion of works.
- b. All tests carried out by the contractor in conformance with the QAP.

16.3 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.

16.4 The final bill shall not be accepted for processing unless the requisite completion certificate is furnished along with.

17.0 PRICE ESCALATION

The contract price shall deemed to be 'firm and valid' for the entire duration of the contract, till the completion of work and shall not be subject to any variation due to increase in price of materials, utilities, taxes, duties etc.

18.0 MOBILIZATION ADVANCE

No mobilization advance shall be admissible for carrying out work.

19.0 SUBMISSION OF REPORTS

The following documents (as applicable) shall be submitted in hard binder by the contractor in 2(two) sets as a part of the completion documents.

- a. Holiday test report.
- b. Peel test report.

xxxxxxx

## SECTION-V

### TECHNICAL SPECIFICATIONS

#### 1.0 REQUIREMENT :

- 1.1 The welding job must be carried out in conformance to the requirements of API 1104 and ANSI B31.4 and coating and wrapping shall be carried out in conformance to the requirements of AWWA Standard C 203 –86 or latest edition by using coal tar enamel and fibre glass tissue.
- 1.2 This section is intended to cover the general technical specifications, but neither anything herein contained nor the omission of any essential provisions here from shall be construed to relieve Contractor of any duty or obligation necessary for the complete and satisfactory completion of the works envisaged under the Contract. All work to be done hereunder by Contractor shall be conducted diligently, continuously in a thorough, careful, skillful and workmanlike manner in full accordance with quality pipeline construction and installation piping work practices and as approved by the Engineer.
- 1.3 The Contractor shall take delivery of the materials from the Company's designated stores/yards and arrange for its loading, transportation to job sites and unloading at the location or other place of storage.
- 1.4 The Contractor shall inspect the material supplied to him and satisfy himself of the quality, quantity and condition thereof prior to taking delivery and the Company shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of said materials once the Contractor has taken delivery thereof.

#### 2.0 TRANSPORTATION OF MACHINERIES AND MATERIALS AND THE CONTRACTOR'S WORKMEN :

- 2.1 The Contractor shall arrange to transport all machineries and materials required for refurbishment suitably ahead of actual period of works in order to eliminate slack periods during the execution phase .Cost of such transportation shall be completely borne by the Contractor. Line pipe of 406.4 mm(16") OD , 7.92/11.91 mm thick & Coating and wrapping materials will be supplied by Company.

- 2.2 The arrangement for transportation of the Contractor's workmen also should be meticulously planned so as not to create any kind of 'Slack' during the execution phase.
- 3.0 TRENCHING( DITCHING ) :
- 3.1 The Contractor shall dig the trench (min 40 mtr length at each location) on the right-of-way along the centre line of the pipeline for exposing the required segments of the pipeline as specified.
- 3.2 The Contractor shall by any method that may be necessary or directed, dig the trench on the cleared alignment up to the required depth (any depth). Suitable separation distance at the point of crossing should be provided and maintained where any other facilities exist on the pipeline right – of- way.
- 3.3 The Contractor shall exercise care to see that the fresh soil recovered from trenching operation intended to be used for backfilling over the pipeline in the trench, is not mixed with loose debris or foreign matter.
- 3.4 Without regard to soil conditions and/or the topography of the ground, the trench shall be excavated and finished to the adequate size to ensure quality of work
- 3.5 The bottom and sides of the finished trench shall be uniformly graded and must be free of loose rock, hard clods, large gravel, protruding roots or rock projections, bushes, skids, sticks or other hard objects and debris which are liable to cause damage to the coating .
- 3.6 Any growth such as bushes, trees, bamboo grove etc encountered in the right-of-way / trenching area shall be cleared by the Contractor at no extra cost.
- 3.7 The Contractor's attention is called to marshy and high water-table conditions which may require the use of pumps or other means of dewatering. No additional compensation shall be due to The Contractor for increased cost due to such conditions. The Contractor shall bear the costs for damage resulting from the disposal of such water from the trench upon properties adjacent to the right-of-way.
- 3.8 The Contractor shall arrange for protecting the trench from collapsing, where ever necessary, at no additional cost.
- 3.9 The excavated pipeline is to be supported by adequate means approved by the Engineer at interval not exceeding 10 metre of pipeline length.

- 3.10 During excavation work, adequate measures must be taken to safeguard the pipeline. Any damage caused to the pipeline and loss thereupon due to Contractor's fault shall be made good at Contractor's cost.
- 3.11 The Contractor shall take adequate care not to disturb or destroy any OIL marker post, kilometer post, cathodic post inclusive of CAD welding, OFC cable wherever these are encountered during course of the work.
- If any such post is required to be removed, the location should be marked and the post(s) should be kept in safe custody for reinstallation.
- 3.12 The Contractor shall also be responsible for locating and protecting any existing and operating underground pipeline and cables in the same right-of-way. He should exercise sufficient care to avoid any damage to the pipeline/cables arising out of its activity on the existing right-of-way. The relative positions of these lines shall be identified by cross trenching by the Contractor.
- 3.13 If damage should occur to any structures, line or property as specified above, the property owner of damaged structures, line(s) or property shall be contacted jointly by the representative of The Company and The Contractor and repair shall forthwith be made/ carried out by The Contractor at its expense under the direction and to the satisfaction of the property owner. Reports shall be made to the Company by The Contractor of any damage or any other incidents relating to interference with adjacent structures.
- 3.14 The Contractor shall check if up-floating danger is present in open trench and then shall take appropriate measures to prevent up-floating, such as applying solid dams and dewatering of trench.
- 4.0 CLEANING, APPLICATION OF PRIMER, COATING AND WRAPPING .:
- 4.1 The Contractor shall be responsible for making all necessary arrangement, to remove, bail or pump out water from the trench if required by the Engineer during the course of re-insulation and testing , without any extra cost to The Company.

- 4.2 Coating and wrapping of the pipeline shall be done in accordance with AWWA standard C203-86 or latest edition. The protective coating will comprise of coaltar based enamel wrapped with inner & outer wraps. The protective coating for double coat and wrap shall consist of:
- a) *Thin coating of fast drying, synthetic primer.*
  - b) *5/32 inch (4mm) coating of coaltar enamel.*
  - c) *Spiral wrap of fiber glass inner wrap.*
  - d) *Spiral wrap of coaltar saturated fiber glass outer wrap.*
- 4.3 The primer, coaltar enamel and wrapping materials shall be supplied by the Company and the Contractor shall take delivery at Company's stock yard and transport them to site. Wastage and loss of coating and wrapping materials during application shall be carefully controlled and minimized within 5%. The Contractor shall be liable for any wastage beyond the stated limit.
- 4.4 Pipe surfaces shall be scrapped free of the existing coating, thoroughly cleaned by sand blasting and dried before the primer is applied. The pipe surface shall be free of dirt, grease, oil, rust, scale or other foreign matter before application of primer. The pipe shall be cleaned by sand blasting method to the extent possible. For blasting dry sand having a minimum of 50 percent retained on a 30 Mesh screen with an air pressure of not less than 90 PSI shall be used. The pipe shall be cleaned to Swedish Standard SIS 055900 corresponding to surface preparation grade SA two (minimum).
- 4.5 One uniform coat of primer shall be applied immediately after pipe has been cleaned inspected for defect and dried. Primer coverage shall be such as to ensure maximum bond between the steel surface and the enamel coating.
- 4.6 Blasted surfaces which rust before the priming coat has been applied should be cleaned of this superficial rust by wire brushing or emery papering at the discretion of the Engineer. If the rust formation is heavy, that is if the pipes have been exposed overnight without priming, the same shall be re-blasted once again at the discretion of the Engineer.
- 4.7 Any pipe that show defect after scrapping shall be left for the Engineer for subsequent measurement.

4.8 Methodology of defect(s) repair shall be as per API 1104 & ANSI B31.4 clause 451.6.2. after filling & smooth finishing the defect area by 'Belazona Compound' or equivalent.

- i) Set of two half sleeve saddles shall be made from 406.4 mm OD, 7.92/11.92 mm thick line pipe by splitting the pipe along the axis. Shape the pieces for perfect fit over the 406.4 mm OD carrier pipe. Length of sleeve shall be as directed. All the ends shall be prepared as per the code.
- ii) Joint between the half sleeves shall be butt welded. And sleeve to pipe shall be fillet welding. Fillet weld height & width = 1.4 t, t = Pipe thickness [ANSI B31.4 clause 434.8.6 (b)].
- iii) Welding shall be carried out at low current and controlled flow of crude oil as guided by the Engineer.
- iv) Gap between the carrier pipe and the sleeve shall be filled up with the 'belazona compound' or equivalent to make the joint integral part of the carrier pipe.

Supply of material such as Belazona compound or equivalent filler compound, welding rod etc are under contractor's scope.

4.9 The preparation and application of enamel shall meet the requirement of section 2.14 of AWWA C-203. Application of coating shall preferably be done manually. Hand coating application of enamel shall be done by the sling method which shall consist of pouring the enamel over the pipe surface of the pipe and distributing it to the lower surfaces by using a canvas sling to insure uniform distribution without excess flooding and dripping. Wrappers shall be lapped and tension shall be maintained on wrappers in a manner that is satisfactory to Engineer. The overlap of the wrap shall be not less than ½ inch (13mm) and not more than one inch (25mm). The wraps shall be applied neatly and smoothly with bleed out between laps and shall be free of wrinkles and buckles. The formation of craters or voids beneath the enamel and the wrappers shall be avoided. Extra care shall be taken at welding area

#### **5.0 INSPECTION AND REPAIRS OF COATING :**

5.1 All testing & inspection operations shall be subject to the approval of the Engineer who shall cut sample from the coating from time to time for determination of thickness of coating. These inspection points are to be promptly and carefully repaired.

5.2 The Company's inspection activities shall be coordinated with the Contractor's operations and no claims or extra compensation shall be allowed because of time required for testing and inspection by the

Engineer. Coating shall be inspected for holiday by the Company with holiday detector. Detector voltage shall be determined by Engineer, but in no case shall the voltage be less than 10 KV or more than 12.5 KV. All coating defects indicated by the detector shall be repaired by the Contractor as per the provision of section 2.15 of AWWA 203-C to the satisfaction of Engineer at no additional cost to the Company.

5.3 The Engineer may deploy discontinuity locator (Pearson detector current attenuation survey) after the pipe has been buried in the ground to test the condition of the coating. The Contractor shall, at its own expense, unearth and repair to the satisfaction of the Engineer any fault of coating so detected.

5.4 The coated pipe shall be handled & supported at all times with equipment, such as wide belt slings and wide padded skids, designed to prevent damage to the coating. Bare cables, chains, hooks, etc. shall not be permitted to come in contact with the coating.

6.0 *DISPOSAL OF COATING WASTE:*

All wasted coating materials shall be cleaned up immediately after the coating operation and ahead of the back fills operation and shall be disposed of in a manner and at locations that are satisfactory to Engineer.

7.0 *BACKFILLING AND DRESSING OF TRENCH:*

7.1 Backfilling shall be started after the quality of the coating is certified by the Engineer. Before any pipe-segment is covered or section is backfilled, it is the Contractor's responsibility to secure the approval of the Engineer. Should such approval not been obtained due to exigencies of the work, the Engineer shall have the right to uncover the pipe-section at the location(s) for examination. The cost of uncovering and refilling shall be borne by the Contractor. Rock, gravel, pieces of wood or like materials shall not be backfilled directly on to the pipe. Where such materials are encountered, the Contractor shall cover the pipe with not less than 200 mm of earth or sand. Such earth or sand is to be sieved through a 10 mm mesh should the Engineer so instructs. After the trench has been initially filled, earth shall be neatly crowned over the trench to form a raised walk way.

7.2 If due to unforeseen circumstances during back filling and compacting should there be not enough soil to fill the trench properly, or to install the crown height as stipulated by the Engineer, Contractor shall arrange the necessary backfill no additional cost to the Company.

7.3 When the trench has been dug through roads, drains, embankments etc. all back fillings shall be thoroughly compacted to their original contour and condition as is necessary and to the satisfaction of the Engineer .The same also includes all mending works such as restoration of cable-trench, earthen and masonry pavements drains, hard-standing and other kind of brick work. This will however exclude black-topping or carpeting of road(s), if any.

#### 8.0 *CLEAN-UP & REPAIRS ETC.:*

8.1 Following defect repair and coating & wrapping of the pipe-segments and backfilling, the Contractor shall clear the right-of-way and its surrounding ground and shall dispose of all waste materials, debris resulting from the refurbishment work . It shall repair all consequential damages and shall restore the ground to such desirable condition of the ground or other facilitates as was existent prior to excavation of the pipeline segments. The Contractor shall make permanent repair of fences and other enclosures through which it has had temporary gates or other means of passage . New and like material shall be placed in condition as good as or better than at the beginning of the work .These repairs shall be satisfactory to the property owner or his tenant .The Contractor shall remove all other temporary means of access to the right-of-way which it may have installed , excepting any which may , by agreement with the Engineer , be left for later use by maintenance crews or the land owner . The Contractor shall at its own expense repair or restore to original condition all public right-of-way at the points where they have been intercepted by the pipeline right-of-way . The Contractor shall , at its own cost , reinstall OIL boundary markers , kilometer posts and cathodic posts including CAD welding , if these are removed or disturbed during execution of the work .

8.2 The Contractor shall remove from the right-of-way all equipment , tools and appliances which were used by it in the performance of the works , whether owned by itself or by the Company.

8.3 All the foregoing operation of cleaning up of the right-of-way shall be completed by the Contractor as closely as practicable after backfilling.

8.4 All surplus and defective materials supplied by Company shall be collected and transported to the Company's depots as directed by the Engineer under 'Material Custody Transfer Note'.

8.5 On completion of clean-up , the RoW shall be restored to such stable condition as may be reasonably consistent with the condition of the RoW prior to execution of the work . The Company shall be completely

indemnified and held harmless by Contractor from any and against all claims , demands, losses, expenses etc. that may arise in this behalf or the Company anyway suffer or sustain , relative to , arising out of , or in connection with same .

- 8.6 The Contractor shall be entirely responsible for all claims which may result from damage done by it off the RoW of the pipeline , and shall make repairs and restorations and shall satisfy all proper claims .
- 8.7 All the foregoing operation of cleaning up the ROW and adjoining and intersecting premises shall be completed by the Contractor as closely as practical behind the backfilling of the pipeline so that the ROW shall suffer disturbance from such work for shortest period of time .
- 8.8 In making settlement of all claims for damages for which the Contractor is liable as specified in this contract , the Contractor shall either authorize the Company in writing to settle on the Contractor's behalf or appoint a representative to make the settlement .The releases for all such damages are to be made out in the name of the Contractor and the Company jointly. If the Contractor is unable to make settlement of any claims within 15 days from the date of completion and acceptance of cleanup on the track of land involved ( unless *the Contractor intends to litigate the claims involved*), then in either of such event, the Company reserves the right to make settlement of the claim and charged the amount paid to the Contractor. The Company shall be furnished with a copy of all releases obtained by the Contractor .

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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 local taxes, levies and duties, sales tax, VAT, octroi , Service Tax 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 items.

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.

**SCHEDULE OF RATES**

<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>Dig-verification and re coating of pipe:</b> Providing services for inspection of pipeline defects reported during I.P.Survey and recoating the pipeline by CTE . The job include mobilization & demobilization, assistance for idendification of defect location, identification of OFC Route,exacavation, trench protection, dewatering, scrapping of the existing coating, refurbishment of coating by CTE after sand blusting (including supply of sand), assistance for inspection of coating and security services. For inspection of defects approximately 40 m of 406.4 mm OD pipeline shall be required to be exposed per location.	EOP	20		
<b>Additional for length more than 40m</b> ; Additional amount payable over and above item no1 for pipeline required to be exposed more than 40 m length in any location.	m	200		
<b>Repair of defect by sleeve welding:</b> Repair of defect by welding sleeve ,if required on the pipeline . The job include making the weld sleeve of suitable length by cutting, griding from line pipe, as directed.The cost include services of welding machine, grinding machine , cutting set etc and all other consumables except line pipe.	no	20		
<b>Repair of approach to locations:</b> Arranging and spreading of pea-gravels, broken bricks , sand etc on the approach roads to the locations as per instruction of the Engineer in-charge as and when directed.	M3	100		
			Total	

## SECTION- VII

### BID REJECTION / EVALUATION CRITERIA:

1. **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.

2.0 **TECHNICAL :**

The bidder must have experience of construction and laying of API quality 'Cross-country' pipeline or refurbishment of 'coating and wrapping' of cross country pipeline by CTE including repairing pipeline defect by welding, conforming to applicable / relevant Codes, during last 5(Five) years ending bid closing date.

i) Single contract of minimum value Rs 20.00 Lakhs .

OR

ii) Two contracts each having value of Rs 12.50 Lakhs (minimum).

OR

iii) Three contracts each having value of Rs 10.00 Lakhs (minimum).

Note : Documentary evidence in support of the above clause 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 clients. However, the originals of these documents shall have to be produced by the bidder as and when asked for.

**3.0 FINANCIAL**

3.1. Average financial turnover during the last 3 (three) years ending financial year 2008-09 should be at least Rs 7.50 (Seven and half) lakh. 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.

3.2. The Bidder must possess PF Code number, PAN No issued by appropriate Govt. Authority.

**4.0 COMMERCIAL:**

- 4.1 Bid security shall be furnished as a part of 'Techno-Commercial Bid'. Any bid not accompanied by a proper bid security will be rejected.
- 4.2 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 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.
- 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.
- 4.5 The Techno-Commercial Bid should not have any price indication.
- 4.6 Any bid containing false statement will be rejected.
- 4.7 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents, otherwise the bid will be rejected.
- 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.
- 4.9 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 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.
- 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.

**5.0 GENERAL:**

- 5.1 In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.

- 5.2 To ascertain the substantial responsiveness of the bid the Company 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.
- 5.3 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.
- 5.4 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.
  
- 6.0 BID EVALUATION CRITERIA (BEC):
  - 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:
  - 6.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total cost of various surveys envisaged under the contract.

\*\*\*\*\*

**SECTION – VIII**

**FORMS AND ANNEXURES**

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

## **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 two 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   |

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Signature of the Bidder

**ANNEXURE – II**

**PROFORMA LETTER OF AUTHORITY**

To,

General Manager (Pipeline-services)  
Attn: Chief Engineer (Pipeline Maintenance)  
OIL INDIA LIMITED.  
P.O.- Udayan Vihar  
Guwahati-781171  
Assam (India)

Sir,

Sub : OIL's Tender No. **G115995P10 [PL/PLM/593]**

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

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

Yours Faithfully,

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

**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 (Pipeline-Services)  
OIL INDIA LIMITED,  
P.O- Udayan Vihar  
Guwahati- 781171  
Assam (India)

Sub : Tender No. : \_\_\_\_\_

*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\_\_\_\_.

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,  
Pipeline Head Quarter  
Guwahati, Assam, India, Pin - 781171.

WHEREAS, (Name of Bidder) \_\_\_\_\_  
(hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_  
for the provision of certain services (hereinafter called "the Bid") against OIL  
INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)'s  
tender No. **G115995P10 [PL/PLM/593]** 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 : \_\_\_\_\_

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

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

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

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

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

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

**ANNEXURE - V**  
**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 TENDER NO: **G115995P10 [PL/PLM/593]** 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 – VI**  
**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.

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

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

**Annexure -VII**

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

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

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**.

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-VIII**

**Detail Experiences of the Bidder**

The Bidder shall give information on work done during the past 5 (five) 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-IX**

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