



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI 3133 P17

**HIRING THE SERVICES OF HOOK-UP
OF MICRO-TUNNELING SEGMENTS
ACROSS RIVER HARUAPUTTA &
SANKOSH WITH EXISTING 355.6MM
OD CRUDE OIL PIPELINE
INCLUDING LAYING OF
APPROXIMATELY 1500 M OF NEW
PIPELINE AND RETRIEVAL JOB**

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Instruction to bidders : Bidders are required to submit their bid through online with their quoted rates as per **Section-II** in **Price-Bid Format** along with all relevant documents as required.

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**WITH THE BID)AND HARD COPY TO BE
SUBMITTED ALONG WITH BID SECURITY**

FORWARDING LETTER

Sir,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, 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. Duliajan. Pipeline Department of OIL, having its Head Quarter at Noonmati, Guwahati, operates and maintains the cross country crude oil and product pipeline spanning across the state of Assam, West Bengal and Bihar.

2.0 In connection with its operations, Pipeline Department of OIL invites Domestic Competitive

Bids (DCB) from competent and experienced Contractors through OIL’s e-procurement site for **“HIRING THE SERVICES OF HOOK-UP OF MICRO-TUNNELING SEGMENTS ACROSS RIVER HARUAPUTTA & SANKOSH WITH EXISTING 355.6MM OD CRUDE OIL PIPELINE INCLUDING LAYING OF APPROXIMATELY 1500 M OF NEW PIPELINE AND RETRIEVAL JOB”**.

You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- | | | |
|--------|---|--|
| (i) | IFB No. | : CGI 3133 P17 |
| (ii) | Type of IFB | : <u>Single Stage-Single Bid System</u> |
| (iii) | Pre-Bid Conference Date | : Not Applicable |
| (iv) | Venue of Pre-Bid Conference | : Not Applicable |
| (v) | Last Date of Receipt of Pre-Bid Queries | : Not Applicable |
| (vi) | Bid Closing Date & Time | : As per online data |
| (vii) | Bid Opening Date & Time | : As per online data |
| (viii) | Priced Bid Opening Date | : As per online data |
| (ix) | Bid Submission Mode | : Bid should be uploaded in OIL’s E-Procurement portal |
| (x) | Bid Opening Place

Quarter | : Office of the Chief Manager-Contracts
Oil India Limited, Pipeline Head

Guwahati-781171, Assam, India |
| (xi) | Bid Validity | : 90 days from date of Closing of bid |
| (xii) | Mobilisation Time
issue of | : Within 7(Seven) days from the date of
LOA by OIL |
| (xiii) | Bid Security Amount | : Rs. 1,31,600.00 |
| (xiv) | Bid Security Validity | : 120 days from date of closing of bid |
| (xv) | Amount of Performance Guarantee | : 10% of the Annualized Contract |

Value

- (xvi) Validity of Performance Security of : Up to **3 months** from date of completion contract
- (xvii) Amount of Retention Money : **NIL**
- (xviii) Duration of the Contract : **12 (Twelve) months**
- (xix) Quantum of Liquidated Damage: : 1/2% of total contract cost for Default in Timely Mobilisation and/or default in timely completion of work for delay per week or part thereof subject to maximum of 7.5%.
- (xx) Bids to be addressed to: : CHIEF MANNAGER(CONTRACTS)
OIL INDIA LIMITED
PIPELINE HEAD QUARTER
GUWAHATI-781171, ASSAM, INDIA

3.0 INTEGRITY PACT: (Applicable for this Tender)

3.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “SECTION-VII Integrity Pact” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

4.0 GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT:

- 4.1 To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User ID to access OIL e-Procurement site. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the User ID for accessing the E-procurement tender. The User ID shall be intimated to the eligible bidders through email on receipt of the requisite cost of the bid document. In case any bidder is eligible for exemption from paying the tender fee, they should request OIL with supporting documents for issue of the User ID on free of charge basis. Bidders who do not have a User ID, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL’s e-procurement site. For any clarification in this regard, bidders may contact OIL.
- 4.2 All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL’s website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

- 5.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.
- 6.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.
- 7.0 The Prices along with price related conditions should be filled online. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** is uploaded in the **Technical RFX Response** link only. **Please note that no price details should be uploaded in Technical RFX Response link.** A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders.

Display RFX Response:

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw

RFX Response Number 60006452 RFX Number TEST2 Status Su
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response

RFX Information | **Items** | Notes and Attachments | Conditions

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delive
Incoter
Status and Statist
Created C
Created B
Last Processed C
Last Processed B

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

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

Go to this Tab "Items for quote the price."

On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" in the place as indicated below:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2

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

▼ Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

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

Area for uploading Techno-Commercial Unpriced Bid*

▼ Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification Profile

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

Bid on "EDIT" Mode

- 8.0 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Chief Manager (Contracts)
for General Manager (Pipeline Services)

PART-I

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.

2.0 BIDDING DOCUMENTS

2.1 TENDER FEE:

- 2.1.1 Bidders interested to provide the services and interested to participate in the above tender are requested to submit the tender fee of **Rs 1,000/- (Rupees One Thousand)** only by Demand Draft/Banker's Cheque/ Online transaction favouring OIL INDIA LIMITED, Payable at Guwahati issued by any Scheduled Bank. NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.
- 2.1.2 Sealed envelopes containing the Tender Fee shall be marked with the above Tender Number and description of work and addressed to following:

Chief Manager (Contracts)
Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati,
Assam – 781171

Tender fee shall reach the above address (from 08.00 A.M. to 10.00 A.M.) to one week prior to Bid Closing date during working days (excluding Sundays/Holidays). Bidder whose Tender fee reach after the last date of received of tender fee as mentioned in online data shall not be allowed to participate in the bidding process.

2.2 EXEMPTION OF TENDER FEE:

- (i) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- (ii) Public Sector Undertakings (PSU) ,**Central Govt. Departments** are also exempted from payment of tender fee.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.
- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.
- (v) **Public Sector Undertakings (PSU) , Central Govt. Departments** and Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme for the items they are registered with NSIC are exempted from payment of **Earnest Money Deposit (EMD)**. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.

2.3 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

2.4 DOCUMENT:

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. :
 - 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.

- Part- II** : Bid Rejection/Evaluation Criteria
- Section-I** : General Terms and Conditions of the contract
- Section-II** : Schedule of Quantities, Service/work and Rates
- Section-III** : Special Condition of the Contract
- Section-IV** : Terms of Reference
- Section-V** : Schedule of Company's Materials, Plants & Equipments
- Section-VI** : Safety Measures & Compliance Format
- Section-VII** : Integrity Pact(APPLICABLE FOR THIS TENDER)

- | | | | | |
|---------|-----------------|------------|---|--|
| | Proforma | - A | : | Price format |
| | Proforma | - B | : | Bid Form |
| | Proforma | - C | : | Bank Guarantee format for Bid Security Deposit |
| Deposit | Proforma | - D | : | Bank Guarantee format for Performance Security |
| | Proforma | - E | : | Agreement Form |
| | Proforma | - F | : | Statement of Compliance/Non-Compliance |
| | Proforma | - G | : | <u>Not Applicable</u> |
| | Proforma | - H | : | Letter of Authority |

- 2.5 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 uploaded and published in OIL's e-portal. However, Addendum shall be neither published in news paper nor sent to any of the participating Bidders. 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.*

4.0 PREPARATION OF BIDS

4.1 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.

4.2 BIDDER'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 Bids are invited under **Single Stage- Single bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on_____" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

Chief Manager (contracts), Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati, Assam – 781171

5.2 **Envelope:**

- i) Containing Valid and proper Bid Security in Original as per **Clause 10.0** and should reach the office of Chief Manager (Contracts) before Bid closing date and time, otherwise Bid will be rejected. ***A scanned copy of this document should also be uploaded along with the Un-priced(Technical) bid documents.***
- ii) Any other document required to be submitted in original as per tender requirement.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

5.3 **E- FORM FOR ONLINE SUBMISSION:**

5.3.1 **TECHNICAL BID (Un-Priced)** comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause **9.0** of this section.
- iv) Copy of Bid Security furnished in accordance with clause **10.0** of this section.
- v) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-F**.
- vi) ***Copy of signed Bid document without indicating prices.***

5.3.2 **COMMERCIAL/PRICE BID** comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal :

- (i) Price-Schedule as per **On Line Price Format**
- (ii) Bid Form as per **Proforma -B**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

NOTE:

Only **Envelope** mentioned in **clause 5.2 above** shall be submitted to Office of Chief Manager (Contracts), Oil India Ltd, Guwahati within Bid Closing Date and **TECHNICAL BID & COMMERCIAL / PRICE BID** shall be submitted through e-tendering process.

6.0 BID FORM:

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

7.0 BID PRICE:

7.1 *Unit prices must be quoted by the bidders online.*

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 VAT, Contract Tax, Corporate income Taxes and other levies **excepting Service Tax** 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:

8.1 Bid currency and payment shall be INR.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Part-II** of the document.

10.0 SIGNING OF BID:

10.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 10.2 *The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma-H) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.*
- 10.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 10.4 *Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.*
- 10.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

11.0 BID SECURITY:

- 11.1 Pursuant to clause **5.0** the Bidder shall furnish as part of its Technical bid, Bid Security for an amount of **Rs. 1,31,600.00 (Rupees One Lakh Thirty One Thousand Six Hundred only)**
- 11.2 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 **11.7**.
- 11.3 The Bid Security shall be denominated in the currency of the bid and shall be in one of the following form:
- (a) A Bank Guarantee in the prescribed format vides **Proforma-C** or in another form acceptable to the Company issued by any Scheduled Bank in India.
- The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.
- Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.*
- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for **90 days** from the date of issue and payable at Guwahati, Assam.
- 11.4 **Any bid not secured in accordance with sub-clause 11.1 and /or 11.3 shall be rejected by the Company as non-responsive.**
- 11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 11.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

11.7 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)

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 the Performance Security.

11.8 *In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) year to participate any future tender.*

11.9 *Central Govt. offices , Central Public Sector undertakings and Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme for the items they are registered with NSIC are exempted from submitting Bid Security.*

12.0 PERIOD OF VALIDITY OF BIDS:

12.1 Bids shall remain valid for **90 days** after the date of bid opening (technical) prescribed by the Company.

12.2 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/email (or by Fax). The bid Security provided under **Clause 11.0** 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.

12.3 Bid Security shall not accrue any interest during its period of validity or extended validity.

13.0 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-F**.

14.0 Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

16.0 LATE BIDS:

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

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 17.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.
- 17.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. 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.
- 17.3 No bid can be modified subsequent to the uploading in the e-tendering system.
- 17.4 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.

18.0 PRE-BID CONFERENCE/ MEETING:

Not Applicable for this Tender.

19.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

20.0 OPENING AND EVALUATION OF BID:

- 20.1 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. Only one representative against each bid will be allowed to attend.
- 20.2 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.
- 20.3 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.
- 20.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 20.5 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.
- 20.6 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 deviations or reservation. A 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.

- 20.7 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.
- 20.8 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.

21.0 OPENING OF COMMERCIAL/ PRICE BIDS:

- 21.1 *Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.*
- 21.2 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.
- 21.3 *Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.*

22.0 EVALUATION AND COMPARISON OF BIDS:

- 22.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-II** of the bidding documents.
- 22.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 22.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

23.0 CONTACTING THE COMPANY:

- 23.1 Except as otherwise provided, 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.
- 23.2 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.

24.0 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.

25.0 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.

26.0 NOTIFICATION OF AWARD:

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

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

26.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

27.0 SIGNING OF CONTRACT:

27.1 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 document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

27.2 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.

28.0 PERFORMANCE SECURITY:

28.1 Successful bidder shall be required to furnish an amount equivalent to **10% of the Annualized Contract Value** as Performance Security Deposit within 15 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for six more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Annexure –D.**

28.2 The performance security money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

28.3 The performance security as specified above must be valid for **3 months** (plus 3 months to lodge claim, if any) after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.

28.4 Failure of the successful Bidder to comply with the requirements of clause **25.1 and /or 25.4** 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 then case may be.

- 28.5 In the event of default in the execution of the contract by the contractor as per terms and conditions of the contract, OIL will invoke the Bank Guarantee either in part or in full.

29.0 RETENTION MONEY:

- 29.1 In addition to Performance security deposit, a retention money equivalent to **0%** of each running account bill shall be deducted till final completion of the work. This deducted amount shall be retained with OIL till the expiry of performance obligation of the contractor as per contract .
- 29.2 The performance security and retention money shall be payable to company as compensation for any loss resulting from contractor's failure to fulfill the obligation under the contract.
- 29.3 The amount of retention money shall be released after 3(three) months from the date of issue of of completion certificate from concerned Deptt.

29.3 The performance security and retention money will not accrue any interest.

30.0 INTEGRITY PACT: (Applicable against the tender)

30.1 *OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "SECTION –V- Integrity Pact "of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.*

30.2 *OIL has appointed SHRI SATYANANDA MISHRA, IAS(Retd.)Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India ,e-Mail ID : satyanandamishra@hotmail.com as Independent Monitors (IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:*

1. SHRI SATYANANDA MISHRA, IAS(Retd.)Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
e-Mail ID : satyanandamishra@hotmail.com

31.0 COST OF BIDDING:

- 31.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 31.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

32.0 SITE VISIT:

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

33.0 GENERAL :

- 30.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 30.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 30.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

34.0 SPECIFICATIONS:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

- 35.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

- 35.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential

address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

- 35.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- 35.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
- 35.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- 35.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
- 35.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
- 35.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

BID REJECTION / EVALUATION CRITERIA:

1.0 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.

1.1 TECHNICAL REQUIREMENTS FOR BIDDERS:

Experience of having successfully completed similar type of jobs in previous 7 years to be reckoned from the original bid closing date should be of the following:

- i) One similar completed work costing not less than **Rs 32,89,000.00**

(SIMILAR WORK: LAYING OF HYDROCARBON PIPELINE OF DIAMETER 14(FOURTEEN)INCH AND ABOVE)

Note:

1. A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
2. In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user
3. Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

1.2 FINANCIAL:

1.2.1 Annual financial turnover of the bidder, as per Audited Annual Reports in any of the preceding three financial years should be at least **Rs 19,73,400.00**

For consortium:

At least one member of the consortium to meet the above criteria of 50% turnover.
The other members of consortium should meet minimum 25% turnover requirement.

1.2.2 **Net Worth** shall be positive for preceding financial year reckoned from the original bid closing date

Note: For Proof of Annual Turnover & Net Worth any of the following documents /photocopy must be furnished:

- i) A certificate issued by a practicing Chartered Cost Accountants (with membership no. and Firm Registration Number) certifying the **Annual turnover and & Net Worth**

OR

- ii) Audited Balance Sheet along with Profit & Loss account.

In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN (Firm Registration Number) is not available. However, bidder will have to provide documentary evidence for the same.

Note: All documents relating to above clause No. 1.1 & 1.2 must be submitted along with techno-commercial bid. These documents shall have to be produced by the bidder as and when asked for:

1.3 GENERAL:

- (i) In case bidder takes exception to any clause of Tender Document not covered under BEC, 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.
- (ii) 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 also and such clarification fulfilling the BEC clauses must be received on or before stipulated day from the date of clarification sought by the Company, failing which the bid will be rejected.
- (iii) In case any of the clauses in the BEC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC shall prevail.
- (iv) The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

1.4 BID REJECTION CRITERIA (BRC):

Deviation to the following provision of the tender document shall make the bid liable for rejection:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work

- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere

that

non-compliance of the clause lead to rejection of the bid.

1.5 COMMERCIAL:

- 1.5.1 Bidder shall submit the offer under "Single Stage" Single Bid System". Technical bid" and the "Price Bid".
- 1.5.2 Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Technical Bid'. **Any bid not accompanied by a proper bid security will be rejected.** Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid.
- 1.5.3 The Technical Bid should not have any price indication.
- 1.6.4 Bidder shall furnish Bid Security as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) before due date of closing. **Any bid for which bid security is not received before due Date of Bid Closing will be rejected.**
- 1.5.5 Validity of the bid shall be minimum **90 days**. Bids with lesser validity will be rejected.
- 1.5.6 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 1.5.7 **Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.**
- 1.5.8 **Any bid containing false statement will be rejected.**
- 1.5.9 **The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.**
- 1.5.10 **Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.**
- 1.5.11 **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.**
- 1.5.12 Bids shall be typed or written in indelible ink and shall be **digitally signed** by the bidder or his authorized representative.
- 1.5.13 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such

correction shall be initialed by the person or persons who has/have digitally signed the Bid.

1.5.14 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.

1.5.15 **The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.**

- 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.
- k) Set off clause

2.0 BID EVALUATION CRITERIA (BEC):

- 2.1 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.
- 2.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total cost of various works envisaged under the contract.
- 2.3 ***In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders***
- 2.4 Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.

SECTION-I

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-II & Section -III**.
- d) "Company" or "OIL" means Oil India Limited.
- e) "Contractor" means the individual or firm or Body incorporated performing he Consultancy study under the Contract.
- f) "Contractor's Personnel" mean the personnel to be provided by Contractor to provide services as per contract.
- g) "Company's Personnel" mean the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing the contract). The Company representatives of OIL are also included in the Company's personnel.

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 notifies Contractor in writing through Letter of Awarded (LOA). This date shall be treated as the effective date of commencement of the contract.

2.2 MOBILISATION TIME:

The mobilization of equipment, personnel etc. should be completed by Contractor within **7(Seven) days** from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 DATE OF COMMENCEMENT OF CONTRACT:

The date of **Commencement of Contract** will be as notified by Company by issuing Work Order after Signing the Contract.

2.4 DURATION OF CONTRACT:

The completion time of Contract is 12(Twelve) months from the commencement date which includes mobilization time. If the job is not completed within the schedule time frame, the company shall have the option to extend the contract with same rates, terms & conditions.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR:

Contractor shall, in accordance with and subject to the terms and conditions of this Contract.

- 3.1 Perform the work described in the **Terms of Reference (Section- IV)** in most economic and cost effective way.
- 3.2 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.
- 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. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS:

- 6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance which Company may give to the Contractor from time to time.
- 6.2 Should Company discover at any time during the execution of the Contract 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 as 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, customs duty, VAT etc. on purchases and sales made by contractor shall be borne by the contractor.*
- 8.9 **SERVICE TAX:**

Bidders must include all liabilities including statutory liabilities.) **but excluding Service Tax** in their quoted rates. **Service Tax**, if applicable shall be to the Company's account. However, Service tax portion payable directly by the service provider (if applicable) shall be reimbursed to the contractor on the basis of documentary evidence.

8.10 CUSTOMS DUTY ON EQUIPMENT:

- i) *Contractor is liable to pay all customs duty, as applicable on the equipment brought to India for executing the works.*
- ii) *The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the customs duty chargeable on the equipment, including any deposit payable for such purposes. No adjustment in the Contract Price shall be permissible for any change in duty drawback applicable in respect of equipment and machinery brought to India for use in the project and for re-export of equipment & machinery, on completion of the project.*

8.11 CUSTOMS DUTY:

The quoted price shall include full customs duties for materials (for permanent incorporation in the work), equipment and plants envisaged to be imported for execution of work.

8.12 IMPORT LICENSE:

The Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Import licence shall not be provided by Company.

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- IV). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

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

any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

12.0 TERMINATION:

12.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or extension, if any, thereof.

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.

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

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 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 Guwahati, Assam.** 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

For contractual matters

Chief Manager (Contracts)
OIL INDIA LIMITED
PO: Udayan Vihar, Guwahati
Assam-781171, India
Fax No. 91-0361-2643686

For Technical matters

DGM(M&S)
OIL INDIA LIMITED
PO: Udayan Vihar, Guwahati
Assam-781171, India

Contractor

Fax No. :
Email:

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 workman like condition to the satisfaction of the Company and conform to ISO 14001.
- 16.3 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

17.0: LIQUIDATED DAMAGE:

- 17.1 *Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period and/or default in timely completion of work within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of the total contract value, per week or part thereof of delay subject to maximum of 7.5%. 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 *If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.*

18.0 PERFORMANCE SECURITY:

- 18.1 The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (10% of the Annualized Contract Value) valid till _____ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their

obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

18.2 The Performance Security will not accrue any interest

19.0 ASSOCIATION OF COMPANY'S PERSONNEL:

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

20.0 LABOUR:

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

21.0 LIABILITY:

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

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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 subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors 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 subcontractors 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, subcontractors 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 subcontractors 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 subcontractors 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. Payment will be cleared on monthly basis only.
- 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 Payment of invoices if undisputed shall be made.
- 25.6 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, but payment shall be made of any undisputed portion.
- 25.7 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.
- 25.8 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-IV.**
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, 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. 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 **Factories Act** - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1983.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act. 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The AGST Act
- l) Service Tax Act.
- m) Customs & Excise Act & Rules
- n) Assam Entry Tax Act.

27.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

27.4 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

27.5 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed excepting Rig Manager/Rig Superintendent.

27.6 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:

- i) Approval from DGMS/DDMS for shift patterns in excess of 8 hours (if applicable).
- ii) Total manpower list.
- iii) All certificates as per applicable laws including Mines Acts.
- v) Regional Labour certificate, if required.

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 job execution 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 Hook-up jobs requested by the Company whenever so requested..

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.

SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES

SL. NO.	DESCRIPTION OF WORK	Quantity	Unit	RATE PER UNIT (Rs)		TOTAL AMOUNT(Rs .)
				FIGURE	WORD	
1	<u>Welder Qualification Test:</u> Making arrangement for Welder Qualification Test as per API 1104 by reputed Testing agency (Pipeline), complete with radiographic test and destructive tests etc. approved by company for i) Welders, ii) Welding Procedure iii) Welding Rod. The accepted report of the above is required to be submitted prior to start of the job	2	JOB			
2	<u>Transportation of 355.60 MM Pipe:</u> Transportation of Pipes from Pipe Yard at PS6-Bongaigaon, OIL to the site including Loading/ Unloading, secured and safe storage of pipes at the site, supply of supports to protect the pipe and pipe ends during transportation and storage as per specification provided herein or as directed by the Company's Representative / Engineer in Charge.	408	M			
3	<u>Clearing and grading:</u> Clearing / removal / disposal of farm corps, undergrowths, trees, any other items on the ROW segment/ work area, Grading / Leveling / Bulldozing of existing/ new ROW segment to make a leveled contour for welding of the pipe segments and as instructed by the Company's Representative / Engineer in Charge. All labour, equipment, consumables etc. shall be arranged and supplied by the Contractor.	26,172	M2			
4	<u>Swabbing ,Cleaning and Stringing of Pipe:</u> Manual stringing of pipe joints in sand bags along the ROW. Cleaning the inside of the pipe by manually or any other suitable means prior to welding and installation of night cap in	1,454	M			

	all open ends. Checking of pipe ends by gauging tool. Pipe ends to be checked for any defects. The tools and tackles required are to be provided by the Contractor.					
5	<u>Repair of defective pipe ends:</u> Repairing of defective pipe ends, noted prior to handing over	40	NO			
6	<u>Welding of Pipe Joints:</u> Welding of pipe joints as per API 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job shall be duly certified by the Company prior to his engagement by Welder Qualification Test as per SI. No.10. The contractor shall supply all the equipment / machinery / manpower consumables like electrodes, grinding disc, wooden skid etc. as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. The job shall be carried out as per instructions of Company's Representative / Engineer in Charge.	170	NO			
7	<u>Radiography of Welding Joints:</u> The welding joints shall be radiographically inspected as per API 1104. Contractor shall engage qualified Radiographer having valid certificate from BARC (Bhaba Atomic Research Centre) and shall use approved remote camera. The contractor shall also comply with all the latest norms relating to radiation safety as stipulated by BARC	170	NO			
8	<u>Hydrotesting and Gauging:</u> Carrying out air pigging, gauging with aluminium plate of the entire pipeline as per the approved SOP of the company. Necessary safety arrangement shall be done at the pig receiving end. The Job shall be carried out as per instructions of Company's Representative /	4,200	M			

	<p>Engineer in Charge. Hydraulic testing of entire section of the welded pipeline shall be subjected to a pressure as mentioned by Engineer in Charge for a minimum period of 24 hrs. (continuous). The water required for hydrotesting should be arranged by the contractor. The job shall be carried out as per the approved SOP of the company. All arrangements including pressure recorder/ pressure gauge etc shall be done by the contractor and shall be calibrated and in good condition. Calibration certificate shall be provided prior to the testing. The contractor shall engage sufficient number of competent people over the entire line to keep vigilance on the line during the test. In case of failure, the contractor shall locate it and report to the site Engineer / Supervisor of the Company. Any failure due to contractor's bad workmanship shall be rectified at contractor's cost. The contractor shall also repeat the pressure test free of charge. The detailed report shall be submitted. The hydrotesting of the pipeline shall be carried out after necessary air pigging with gauging of the line pipeline.</p>					
9	<p><u>Cross Trenching:</u> Excavation of earth / trench cutting of suitable depth across the ROW manually at 15 mtr interval (approx) for identification of other utilities like pipeline, cable etc and provide adequate protection of the utilities present against any damage during execution. Cross trenching shall be carried out as directed by company representative / Engineer in charge. Measurement will be length of the trench dug.</p>	113	M			
10	<p><u>Coating & Wrapping by Cold applied Tape:</u> Coating and Wrapping of Bare Line Pipe and Existing pipe section by Cold Applied Tape in compliance with AWWA C 209.</p>	1,855	M			

	<p>The job includes scrapping of existing coating on old pipes, cleaning, surface preparation by sand blasting as per AWWA C 209 including supply of equipment and all consumables, application of primer and inner and outerwrap of cold applied tape and as per instruction of the Engineer in charge. Any defect found during testing by holiday or any other method shall be repaired and cost shall be borne by the contractor. The coating Material shall be supplied by the Company.</p>					
11	<p><u>Excavation of Trench:</u> Excavation of open trench along the ROW for lowering and laying of new pipeline,coating refurbishment of old pipeline etc. as per instructions of the Engineer in Charge. The excavation shall be such that the slopes of embankment is atleast 30 degrees and protection shall be given against collapse of trench if required. The bottom, width & sides of the trench should be smoothly finished to accommodate the welded section of the pipe without any strain. This shall include all the trenching jobs along the ROW irrespective of the quality of earth like slushy or water logged area or normal soil including dewatering if required. Contractor shall also provide barricading the whole trench and installation of signs to avoid any mishap.</p>	1,454	M			
12	<p><u>Lowering of Pipeline:</u> Lowering of the new pipeline inside the excavated trench without causing any damage to the coating or the pipe. Any damage during handling shall be repaired at the contractor's cost. Contractor must arrange water pump to drain out the water from the trench before lowering the pipe.</p>	1,454	M			
13	<p><u>Coad crossing with casing by boring:</u> Installation of 500 mm OD ,6 mm thick casing pipe for Road</p>	40	M			

	crossing by way of boring and insertion of 355.6 mm OD carrier pipe complete with casing pipe, insulator, vent pipe and end seal including transportation of all materials, welding, radiographic inspection, hydro testing, treating, testing and tie in as per specifications and applicable drawings. Casing pipe shall be supplied by the company					
14	<u>Making of Field Bends:</u> Making of field bend of 355.6 mm dia 11.92/ 7.92 mm wall thickness pipe of bend radius more than 20D including movement at site, inspection as per specification. Any damage to pipe shall be rejected and the cost of replacement shall be borne by the contractor.	7	NO			
15	<u>Hook-up Job:</u> Hook up with existing pipeline at both ends including clearing, any additional excavation required, dewatering, end preparation, welding, radiographic inspection, coating and wrapping and backfilling within 60 Hrs including cutting of existing pipe by hacksaw, cleaning the area, spreading of dry sand, preparation of welding etc complete in all respect. Works related to hook up shall be carried out as per approved SOP of the company, and making all necessary arrangement for safe working, providing assistance for testing, providing all necessary equipment, labour, materials, consumables and performing all works necessary for completion of works strictly in accordance with the relevant specifications and as per instructions of Engineer in Charge.	2	JOB			
16	<u>Collection & Pumping of crude oil:</u> Collection and Handling of Spill into the designated earthen Pit excavated for the purpose. This includes collection of the crude oil into the designated pit,	400	M3			

	Necessary assistance to PLM team for pumping the crude oil from the pit in to the pipeline including arrangement of compressor and other misc. items required for safe operation of the Job					
17	<u>Evacuation of Crude Oil:</u> Making arrangement for Air Pigging of the entire segment of old pipe to evacuate and collection of crude oil and sludge including welding of necessary fittings on either side for Air pigging, supply of equipments (Air Compressor, Welding Set etc.) and all other consumables etc. and as per instructions of Engineer in Charge.	1	EACH OPERATION (EOP)			
18	<u>Earthen Pit:</u> Earth cutting for making pit to accommodate spilled crude oil . This includes arrangement of the land, shielding of the pit walls with suitable polythene sheet to minimize seepage, covering the pit with tarpauline etc. for protection against rain or any other event. The excavated earth shall be stacked of size- 2m wide & 1 m height and 1 m away from pit boundary. Stacked earth and pit side wall shall be dressed suitably for laying polyethelene sheet. Arrangement of land shall be done by way of leasing if required or any other suitable means. Pit to be dug on sides of the either bank of the hookup location. Contractor shall also provide barricading the whole trench and installation of signs to avoid any mishap. The job shall be as per instructions of the Engineer in Charge.	600	M3			
19	<u>Retrieval of Pipes & Accessories:</u> Retrieval of 14" pipes from bridges and under ground section. The job shall include manual cutting of the pipes at 10m interval with Hacksaw, Isolation and Retrieval of valves, Dismantling of the hangers as per instructions of the Engineer in Charge.	1,800	M			

20	<u>Transport of retrieved pipes /accessories:</u> Loading Unloading of 14" Pipes including accessories like Valves, Hangers and other Bridge Crossing structures and onward transportation to PHQ, Guwahati as per instructions of the Engineer in Charge.	1,800	M			
21	<u>Installation of Valves:</u> Installation of supplied Gate valves of 14" Dia on Pipeline. The job involves pre hydrotest of valve at field as per approved SOP, handling of Gate valve for placing and alligning with new pipeline for welding, application of anti corrosive coating of Gate Valve and as per the instruction of site Engineer. No tension on existing piping shall be allowed during installation. Hydrotest shall be carried out as per approved SOP of Company.	2	NO			
22	<u>Construction of Valve Box:</u> Construction of Valve Box including making of supports and CC foundation with placement of neoprene/polyutherane insulating mat of minimum size 1mx1mx 10mm including supply of all consumables except cement. The size of valve Box shall be of minimum size 30"x16" and height shall be minimum of 45" or as per site condition made of MS sheet of minimum thickness 6 mm including supply of all consumables. The Job shall be carried out as per instruction of the Engineer in Charge.	2	NO			
23	<u>Supply of Air Compressor:</u> Supply of Air Compressor for Logistic support during the job of Hook up job for Airpiggig of the existing Pipeline to evacuate the product away from the Hookup Location.	5	EACH PER DAY(E PD)			
24	<u>Supply of Generators:</u> Supply of generators on each side of the Hookup location for the whole job of Hookup and restoration works until the completion of the entire job at	5	EACH PER DAY(E PD)			

	the site. This Includes uninterrupted operation of generator through out the night and if required during day time also and supply of all lightings such as halogen lamps, tube lights, bulbs etc.					
25	<u>Supply of Hydra/Crane:</u> Supply of Hydra/Crane for Logistic Support for the whole job of Hookup and restoration works for various activities at the site.	5	EACH PER DAY(E PD)			
26	<u>Supply of Oil Tanker:</u> Supply of Oil Tanker of capacity 9Kl/12Kl as stand by during the Job of Hookup and restoration works.The job shall be carried out only as per instructions from the Engineer in Charge	8	EACH OPERATION (EOP)			
27	<u>Transportation of Crude oil in Tanker:</u> Cost of Transportation of Crude Oil in Standby Tankers from Site to PS6 Bongaigaon. The job involves handling, collection Loading of crude oil from Pipeline/Earthen Pit into the tanker and onward transport to PS6 Bongaigaon and Unloading at PS6 Bongaigaon including supply of all tools, accessories etc. required for carrying out the job. The job shall be carried out only as per instructions from the Engineer in Charge	8	TRIP(T RP)			
28	<u>Supply and installation of Vent Pipes:</u> Supply and Installation of Vent Pipes as per approved drawing at the location of cased crossing	1	NO			
29	<u>Supply & Instll of Drain Pipe with Pot:</u> Supply and installation of Drain Pipe with drain pot as per approved drawing at the location of cased crossing	1	NO			
30	Supply and Installation of End Seal: Supply and installation of end seal between casing and carrier pipe as per instruction of site engineerEnd seal material to be used at site shall be approved by company official	2	NO			

31	<u>Erection of Bamboo Bridge:</u> Erection of temporary bamboo bridge across the river Haruaputta i.e bank to bank of approximate length 130 m for safe commuting during pipe laying & shutdown hook-up job. The job includes erection of bamboo bridge of minimum width 1m with guard rail/rail on either side of the bridge and supply of all consumables . The bamboo structure (bridge) is to be erected taking into consideration all safety aspects and adequate strengths	1	NO			
32	<u>Retrieval of Existing gate valves:</u> Retrival of Existing Gate valves, valve boxes and transportation to PHQ guwahati. The job shall include retrival of valves, loading, transportation and unloading at PHQ	4	NO			
33	<u>Site Restoration:</u> Cleaning the area and Restoration of Site in all respects and as per instructions of the Engineer in Charge.	1	EACH OPER ATION (EOP)			
Total						

Note :- Bidders must include all liabilities including statutory liabilities(VAT etc) but **excluding Service Tax** in their quoted rates. Service Tax, if applicable shall be to the Company's account. However, Service tax portion payable directly by the service provider (if applicable) shall be reimbursed to the contractor on the basis of documentary evidence.

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1.0 GENERAL :

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

2.0 DETAILS OF JOB :

Hook-up of Micro-tunneling segments across river Haruaphuta & Sankosh with existing 355.6mm OD Crude oil Pipeline including laying of approximately 1500 m of new pipeline, connecting it with already laid approx. 2746 meters of pipe and retrieval job.

3.0 SCOPE OF WORK:

- 3.1 Preparation of detailed construction / installation drawings, method, statements for Owner's approval after site verification
- 3.2 Submission of QA/QC procedure for Owner's approval.
- 3.3 The scope may be broadly summarized for each locations as follows:
 - a) Mobilization of materials and equipments to work-site and making of approaches.
 - b) Welder's Qualification Test.
 - c) Handling & Transportation of pipes and coating materials.
 - d) Stringing, Welding, Radiography and Hydro-testing prior to installation.
 - e) Hydro-test.
 - f) Hook up with existing pipeline.
 - g) Crude oil handling and transportation.
 - h) Retrieval of pipes.
 - i) Refurbishment of coating,

j) Back filling and Restoration of site.

- 3.4 Taking delivery of Owner-supplied from the designed location at PS6, Bongaigaon / PHQ Noonmati and transporting them to work sites. Repair of pipe ends, if any.
- 3.5 Mobilizing equipment, manpower and other resources etc. site preparation including arrangement of additional land required for pipeline stacking / welding, stringing and equipment placement, preparation launching area / facilities and access to work site etc.
- 3.6 String preparation including pipe welding, inspection and 100% radiographic inspection of the girth welds.
- 3.7 Carryout post-installation gauging and hydrostatic testing of the pipeline.
- 3.8 Laying of pipe size 355.6 mm dia 11.92 mm/ 7.92 mm wall thickness including transportation hauling, end preparation, making Tie Joint, welding, 100% radiographic inspection, trenching, dewatering, coating & wrapping, lowering, backfilling, existing pipeline crossing etc in all type of terrain in OIL's ROW / ROU including supply of all consumables, transportation of required pipes from company's yard and complete in all respect as per specification.
- 3.12 Make trench across the ROW manually at 15 mtr interval (approx) for identification of other utilities like pipeline, cable etc and provide adequate protection of the utilities present against any damage during execution.
- 3.13 Transportation of 355.6mm dia 7.92 / 11.91 mm wall thickness line pipes from OIL's dump site at PS6,Bongaigaon to site including loading, unloading and stacking as per specification provided herein or as directed by the engineer-in- charge.
- 3.14 Making field bends of 355.6 mm dia 11.92/ 7.92 mm wall thickness pipe of bend radius more than 20D including transportation, inspection as per specification or as per site requirement.
- 3.15 Carrying out air pigging, gauging with aluminum plate and hydrostatic testing of complete pipeline along with hydro-test of the completed string up to 95% of SMYS or. 120 kg/cm², whichever is minimum for 24 hours, this shall include repair / replacement of defects and re-testing till successful hydro test is achieved.
- 3.16 Carrying out coating & wrapping of the pipeline by CTE / cold applied tape and holiday inspection and repair of coating damages, if any.
- 3.17 Proving of internal diameter of pipe for the newly laid pipe segment including Microtunnelling portion using aluminum gauge plate pigging.
- 3.18 Preparation and creation of the logistic support for execution of Hook up job which shall involve infrastructure development. The Shut-down job shall complete within 48 hrs from the time allotted by the company. The work shall be carried out round the clock basis. Two separate independent team with all equipment and manpower shall be deployed each end at hook up job locations. All equipment and man-power required for successful completion of the job shall be made available hot-stand by during shut-down period. The Equipment such as Air compressor-2 nos, Recovery van / crane / hydra - 1 no Generator- 1 no shall be kept on hot standby.
- 3.22 Hook-up with existing pipeline at both end including clearing, grading, trenching, dewatering, end preparation, welding, radiographic inspection, coating & wrapping and back filling within 60 hrs including cutting of existing pipe by hacksaw , Cleaning the area , Spreading of dry sand, preparation for welding etc. complete in all respect. The job includes providing sand, electrode, hacksaw etc required for successful completion of the job.

- 3.19 Making arrangement for Air Pigging of the entire segment of old pipe to evacuate crude oil and sludge and make blind at both end by welding. The job includes Handling, collection and transportation of spill during Hook-up.
- 3.20 Making pit to accommodate spilled crude oil. This includes arrangement of the land, shielding of the pit walls with suitable polythene sheet to minimize seepage, collection of the crude oil into the pit. The excavated earth shall be stacked of size- 2m wide & 1 m height and 1 m away from pit boundary. Stacked earth and pit side wall shall be dressed suitably for laying polyethylene sheet. Arrangement of land shall be done by way of leasing or any other suitable means. Pit to be dug on both side of the hookup location.
- 3.21 Collection and Handling of Spill into the designated earthen Pit excavated for the purpose. This includes collection of the crude oil into the pit, making arrangement for pumping the crude oil from the pit in to the pipeline and all safety aspects during the operations.
- 3.22 Erecting of temporary bamboo bridge across the river i.e bank to bank of approx length 150m for safe communicating during shut down hook-up job. The job includes erecting of Bamboo Bridge of width 1m (min) with guard/rail on either side of the bridge and supply of all consumables. The bamboo structure (bridge) to be erected taking into consideration all safety aspect and of adequate strength .
- 3.23 Retrieval of pipes from under ground section. The job shall include Air Pigging of the entire segment, Collection and handling of product and sludge from old pipes, cutting of the pipes at 10m interval with Hacksaw, Dismantling of the hangers and loading, unloading and onward transportation to PS6.
- 3.24 Coating and wrapping of existing 355.6mm (14") dia pipeline by Cold applied tape/CTE. the job involves scrapping of the existing coating; sand-blasting (including supply of sand); transportation of material to site; removal of scraps; providing protection during sand blasting ; applying primer , and subsequent application of cold applied tape /CTE
- 3.25 Installation of 508 mm OD 6 mm thick casing pipe for Road crossing by way of boring and insertion of 355.6 mm OD carrier pipe complete with casing pipe, insulators, vent pipes end seals and including transportation of all materials, welding, radiographic inspection, Hydro testing, treating, testing and tie-in as per specification & applicable drawings including all consumables except casing . Note: Casing shall be supplied from Company stock.
- 3.26 Testing Shipment and Installation of line Gate valve at down-stream end , size 355.6 mm dia with valve box and its enclosure after Hydrostatic testing including excavation , dewatering, radiographic inspection of welding joints, treating with coal tar enamel, painting ,necessary supports & foundation and placement of neoprene / polyethylene insulating mat of size 1mx1m x 254mm thick between the foundation & valve as per construction specification & applicable drawings. The job also include making of earth filled approach road of apprx dimension to Valve from nearest high land (embankment) as directed by Engineer-in -charge, OIL.
- 3.27 Retrieval of valves, boxes and transportation to PHQ, Guwahati. The job shall include retrieval of valves, loading, transportation and unloading at PHQ.
- 3.28 Preparation & submission of „As-Built" drawings & record.
- 3.29 All other works, which are not specifically indicated above, but required for successful completion of the works as per the tender documents, drawings, construction methodology & detailed engineering calculations etc.
- 3.30 Submission of daily progress reports
- 3.31 Restoration of site and final clean-up including de-mobilisation.

4.0. SCOPE OF SUPPLY

4.1. OWNER'S SCOPE OF SUPPLY.

- a) The Owner's scope of supply shall be limited to the supply of the followings:
 - i) 355.6 mm OD x 7.91 / 11.92 mm WT, API 5L, G-46 pipes from the designated stockpile location at PS6, Bongaigaon.
 - ii) Coating materials as required.
 - iii) Gate valve,
 - iv) Casing pipe

4.2 CONTRACTOR'S SCOPE OF SUPPLY

All other equipment, materials, consumables, etc. not specifically indicated above, but are required for successful completion of the works as per the tender documents, drawings / construction methodology / detailed engineering calculations etc. shall be included in the Contractor's scope of supply.

5.0. OWNER'S RESPONSIBILITIES

Owner shall review and approved detailed engineering, including engineering analysis/calculations, work procedures/construction methodology and drawings etc. prepared by the Contractor for execution of the entire job.

6.0 CONTRACTOR'S RESPONSIBILITIES.

- 6.1 Prior to quoting prices, the bidder shall be deemed to have visited the site and satisfied himself regarding the details furnished by the Owner in the tender document and the feasibility of the method of construction and associated completion of the job.
- 6.2 Contractor shall be solely responsible for settling all disputes arising out of crop, property, any other damage caused thus, or his team during , pipeline stringing, construction and other associated works.
- 6.3 Disposal of wastes shall be exclusive responsibility of the Contractor. The contractor shall obtain any permits, permission or clearances required in this regard.
- 6.4 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.
- 6.5 Contractor shall supply all the materials required for permanent incorporation in the works as per his scope of supply, specified in the document.
- 6.6 Contractor shall use reasonable means / endeavors to protect all existing structures or utilities at or near the site, belonging to the company, the government or other third party facilities or installations from any kind of damage. The contractor shall also undertake to repair and restore such damage resulting from Contractor's failure to use suitable means/endeavors to protect the same.
Any such repair or restoration shall be at Contractor's expense and shall not be reimbursable.
- 6.8 All surplus materials supplied by Contractor / Owner and all trash, refuse and spoil materials shall be collected and disposed off / returned to the Owner's store by the contractor at his own expenses, as the case may be.

7.0 TECHNICAL PARAMETERS:

- 7.1 Actual construction shall be as per the owner's approved construction drawings to be developed by the contractor and approved by the owner and statutory authority, if any, as per provisions of the tender documents.

Contractor shall make site investigation before submission of the bid and no compensation, whatsoever, shall be payable on this account subsequently.

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 12 (twelve) months from the date of issue of work order at a single stretch.

The time of completion shall be encompassing time for mobilisation, approval of the design & other materials, if any.

10.0 CONSTRUCTION :

Contractor shall observe all laws, rules and regulations, and requirements both National and local pertaining to the work in addition to the specified codes of the specifications.

11.0 INSTALLATION AND INSPECTION :

The contractor shall carry out required supervision and inspection as per the QAP and furnish all assistance required by the owner in carrying out inspection work during this phase. The owner shall have Engineers, Inspectors or other authorized representatives, who shall have free access to the work site all through out. If representative of the owner notifies the contractor's authorized representative, of any deficiency, or recommends action regarding compliance with the specifications, the contractor shall make every effort to carry out such instructions in conformance to the specifications and approved drawings as per the best engineering practices.

12.0 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.

13.0 CONSTRUCTION EQUIPMENT :

All construction equipment to be deployed shall be in sound operating condition, safe and fit for the intended purpose and to have a sufficient supply of spares parts to avoid delays in the completion of the work. All construction equipment 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.

14.0 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) All the required test pertaining to execution of the work either on the field or in laboratories and supply of materials by the contractor shall be carried out by himself

at his own cost. All test equipment including recording / measuring gauges / instruments shall be calibrated and necessary certificates shall be shown issued by the statutory agency / test houses to the effect that the test equipment / instruments have been calibrated as per the standard practices on demand.

- c) 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.
- d) Any work, not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at his own cost.
- e) 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.

15.0 COMPLETION CERTIFICATE :

- 15.1 Within 15(fifteen) days of issue of final test certificate, the contractor shall clear the job-site of all surplus materials, equipment 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.
- 15.2 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. Material reconciliation statement duly verified and certified by the site engineer.
 - c. Manufacturer's test certificate for all materials supplied by the contractor.
 - d. All test certificates carried out by the contractor in conformance with the QAP.
 - e. Certificate of return of all surplus materials, equipments Machineries etc, if any supplied by the owner.
 - f. Pipe-gauging report.
- 15.3 The engineer in charge shall issue a completion note in respect of the works within 15(fifteen) days of receipt of the application along with the documents indicated in 15.2.

The decision of the Engineer in charge as to the acceptability of the „material reconciliation statement" furnished by the contractor and as to the ir-recoverable losses if determined to be reasonable, shall be final and binding upon the contractor.

- 15.4 The final bill shall not be accepted for processing unless the requisite completion note is furnished along with document.

16.0 PRICE ESCALATION:

“The contract price shall deem to be „firm and valid" for the entire duration of the contract till the completion of the work and shall not be subjected to any variation due to increase of price of materials, utilities etc.

17.0 MOBILIZATION ADVANCE:

No mobilization advance shall be admissible for carrying out work.

18.0 FIRE FIGHTING AND SAFETY EQUIPMENT / SERVICES:

(As per API wherever applicable)

Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion etc and maintain fire control equipment in sound condition at all times. Contractor shall conduct such safety drills etc. as may be required by Company at prescribed intervals.

- i) Contractor shall provide all necessary PPE as required.
- ii) Fire protection at site shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting at the site.
- iii) Documentation, record keeping of all safety practices should be conducted as per international / Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

19.0 SECURITY SERVICES:

Contractor shall be wholly responsible for complete Security of their personnel, their Rig packages, Base Camp, operation, transit etc. and arrange suitable, complete and best Security services accordingly on round the clock basis for their personnel and equipment through out the tenure of the contract. All security related issues shall be dealt by the Contractor on their own including dealing with Government agencies. Company in no case will be involved in security related issues, relating to Contractor's personnel and material. Contractor shall also be responsible for the safety and security of Company's personnel/ equipment/ tools/materials etc. in the site and camp site and shall provide best security services to them during the tenure of the contract.

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

Subsequent to the date of issue of letter of intent 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.
- iii) **Pollution and Contamination:**

Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:
 - a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities.

- b) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, cratering seepage or any other uncontrolled flow of oil, gas, water or other substance.
- c) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.
- d) Contractor shall be responsible for any sound/noise pollution arising out of items used by Contractor at site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing the sound/noise pollution with technological means or by compensating the affected people practicing the system and procedure followed by OIL. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

20 DISCIPLINE :

The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

21.0 WATER MANAGEMENT:

- i. Strict control has to be made in on the use of water.
- ii. The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.

22.0 EFFLUENT PIT BUNDS:

- i. Regular checks are to be made to ensure that there are no leakage/ seepage/ overflow of effluents from the pit into the surrounding areas.
- ii. The bunds / walls of the effluent pit are to be checked by Contractor for any breaches during the operation. Any imminent breach of effluent bunds and walls shall be immediately attended by Contractor to restrict pollution.

23.0 COLLECTION OF USED / BURNT LUBE OIL:

The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

24.0 COMPREHENSIVE 'HSE' GUIDELINES:

- A) 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.

- B) Every person deployed by the Contractor 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 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.
- C) 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.
- D) 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.
- E) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- F) 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.
- G) All persons deployed by the Contractor for working must undergo 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 IME & PME.
- H) 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.
- I) 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.
- J) 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.
- K) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- L) The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- M) 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.
- N). 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.

- O) 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.
- P) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- Q) 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.
- R) 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.
- S) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- T) 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.
- U) 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.
- V) The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- W) The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.
- X) 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.

SECTION-IV

TERMS OF REFERENCE

SPECIFICATION FOR HOOK UP OF SEGMENTS WITH EXISTING PIPELINE.

1.0 General:

- i) This specification covers the minimum requirements for the various activities to be performed by the contractor for the engineering and construction of pipeline & hooking up the HDD segment with existing Pipeline. This specification shall be read in conjunction with the conditions of all specifications and documents included in the tender.
- ii) Contractor shall , with due care and diligence , execute the work in compliance with all laws, bylaws, ordinance, regulations etc and provide all services and labour, inclusive of supervision thereof , all materials, equipment, appliances or other things of whatsoever nature required for execution of the work excluding the materials indicated as “owner supplied materials”.
- iii) The contractor shall deemed to have inspected and examined the work sites and its works in the surroundings and the means of access to the work site and to have satisfied himself with regard to practicability of carrying out the specified works thereof, including subsurface conditions and climatic conditions, the extent and nature of the works and materials necessary for the completion of the works.
- iv) The contractor at his own cost and initiatives shall arrange access to work site including the temporary stock-yard constructed for execution of the work.
- v) The contractor shall provide and maintain at his own cost guards, fencing, watch and ward service, all lights etc, wherever necessary or on being advised by any authority in the interest of the work and properties for the safety and conveniences of public.
- vi) The restoration of the entire area which had been temporarily used for execution of the work by the contractor including temporary RoW for accessing to the site , storage yard etc shall deemed to be included in the scope of work.
- vii) The contractor shall provide public conveniences and other facilities to owner's personnel in any phases of construction.

2.0 Construction Procedure:

- a) Contractor shall furnish, before commencing any work at site, for owner's approval a detailed pipeline layout drawings for the purpose of hook up of the newly laid section section with existing pipeline.
- b) The construction procedure shall include but not be limited to the following:
 - i) Project Organization Chart: This shall indicate organisational set up at site and manpower deployment.
 - ii) Details of equipment: Complete list of all equipments to be deployed with technical characteristic and capacity of each equipment including instrumentation, monitoring and control equipment.
 - iii) Pipe string preparation details (hauling, stringing, welding etc.)

- iv) Hydrostatic test procedure (pre installation).
- v) Method of laying covering all steps of construction, excavation, gauging air pigging, making necessary bends, backfilling etc.
- vi) Shut down time at each location shall be as specified in the SOR and schedule shall be in accordance with overall time schedule for the project.
- vii) Approval of the method, by the owner, used by the contractor shall in no way relieve the contractor from responsibilities for safe and satisfactory working and operational use of the pipeline system.

3.0 Delivery and Transportation of Pipes

3.1 General

- a) This specification covers delivery, transportation, handling and stacking of line pipes. The contractor shall take delivery of the pipes from the Company's designated stock- yard.
- b) All acts, deeds, matters and things required fulfilling the general transportation obligation, all municipal and other statutory provisions, rules, regulations & orders related to transportation of pipes shall be the responsibility of the contractor.
- c) All other acts, deeds, matters and things whatsoever auxiliary or incidental to the above or necessary to be done to comply with any statute, rule, regulations or orders applicable thereto shall be the responsibility of the contractor.
- d) The contractor shall be responsible to plan for and provide suitable labour, material, machinery and equipment necessary for loading, transporting, un loading and stacking of pipes including but not limited to cranes, truck trailers etc as approved by the owner. The trailers should be fitted with wooden saddles with grooves to the size and diameter of the pipes.
- e) The contractor shall latch and secure the pipes during transportation in a manner to ensure that pipes shall not slip off and cause damage, dent and wrap due to over balance during transportation. The wire ropes used for lashing should have rubber padded to prevent to damage to pipe.
- f) In the event of any damage to or loss of any pipe(s) during transportation, the contractor shall indemnify the owner against the consequences. Any resultant loss shall be borne by the contractor, who shall forthwith inform the owner and shall lodge reports, complaints and claims in respect thereof with police, insurance, and / or other authorities as needed.
- g) The contractor shall abide by the applicable transportation rules for carrying out the jobs under this contract and follow all safety and security requirements at the stock yard sites and other places of work .The contractor also shall be responsible for ensuring deployment of proper and suitable equipment with experienced staff for carrying out the jobs under the contract.
- h) The contractor shall be required to indemnify the owner against any loss, damage, inconvenience caused to any person or property due to this activities while rendering services under this contract till final completion of the work.

- i) The owner shall not be responsible for safety or security with relation to the contractor's staff, equipment, or any other properties.

3.2 Transportation:

The contractor shall be responsible for inspection of pipes and damages to the pipe, if any, at the time of taking delivery of pipes. The contractor shall be fully responsible for the line pipes from the time of taking delivery from the stockyard until the time of installation in the permanent location. The contractor shall render / perform the following incidental services / operations as may be necessary in the course of transportation of pipes to sites.

- a) The contractor shall handle / transport the pipes from the designated stockyard to the Hook up sites without causing any damage to the pipes.
- b) Handling of pipes, loading and transportation of the same from the designated stock yard to Hook up sites or temporary stockpile sites including unloading and stacking of pipes shall be with the scope of the contract.

4.0 STRINGING OF PIPES:

- a) The pipes shall be unloaded from the trailers and lowered mechanically by means of boom tractor or crane or other suitable equipment using lifting devices as mentioned earlier.
- b) The Contractor shall receive line pipe from OIL's designated pipe yard preferably at Bongaigaon. The defective ends requiring rebuffing, jacking-out, cutting and beveling etc. will be recorded before taking over the pipes for which the Contractor shall be entitled to extra compensation at the rate set forth in the Schedule of Rates.
- c) Any subsequent damages to the line pipe requiring repairs will be at the Contractor's cost. Pipe shall not be allowed to drop or strike objects, which will damage the pipe but shall be lifted or lowered from one level to another by suitable equipment. Lifting hooks when used shall be equipped with a plate curved to fit the curvature of the inside of pipe. In loading pipe on trucks each length shall be lowered to position without dropping and each succeeding length shall rest evenly with other lengths on the truck. After loading, suitable chains shall be used to tie the load securely to each bolster. If stock piled, pipe to be placed on suitable skids to keep it clear of the ground and waters and piled not more than four tiers high. Care shall be exercised in handling or stocking of pipe in order to avoid distortion, flattening, denting, scouring or other damages. The Contractor shall provide all necessary timber or other materials required for the stockpiles.
- d) The Contractor shall be liable for damage caused by it to State and District roads including bridges, culverts and other facilities. Pipe shall be un-loaded from the stringing trucks and lowered to the ground by means of boom tractor or swinging crane or other suitable equipment. Dragging and skidding of pipe shall not be permitted.
- e) In stringing pipe along the right-of-way, clear gaps shall be left between adjacent lengths of pipe and at all well defined trails to permit the free passage of livestock or vehicles during the time interval between stringing and other construction operations.

- f) The contractor shall inspect the strung pipes on the RoW/ROU and be assured of its quality. Repair and rejection of defective pipe shall be carried out as per the advice of Engineer in charge. Defects marked at the time of taking delivery at the company's stockyard shall be borne by the company at the rates quoted in the schedule of rates. The cost incurred in repair of other defects shall be borne by the Contractor.
- g) It shall be the responsibility of the Contractor to see that pipe is strung in accordance with the lists furnished by the Company for the proper placement of pipe by size, grade and other specifications. Any shifting of pipe resulting from failure to comply with these requirements shall be at contractor's expense.

5.0 **TRENCHING (DITCHING):**

- a) The Contractor shall dig the pipeline trench on the staked center line of the pipeline, but may deviate if conditions require, with the prior approval of The Company.
- b) The Contractor shall by any method that may be necessary or directed, dig the pipeline trench on the cleared and graded right-of-way. Suitable crossings should be provided and maintained over the open trench, wherever necessary, to permit the property owner or his tenants to move stock or equipment from one side of the trench to the other.
- c) The Contractor shall exercise care to see that the fresh soil recovered from trenching operation intended to be used for backfilling over the laid pipe in the trench, is not mixed with loose debris or foreign matter.
- d) Without regard to soil conditions and/or the topography of the ground, the trench shall be excavated and finished to provide a minimum of 1200mm of cover over the pipe and to a bottom width of 710 mm.
- e) The trench shall be cut with square bottom so that the full width is available for providing slack in the line at the time of laying.
- f) The Contractor shall, if necessary dig the trench to such additional depth and width as will, ensure that the finished trench meets the minimum dimensions of 1200 mm cover from the top of the pipe when placed in the trench and backfield from the mean surface of the graded right-of-way, except as noted hereafter. The Contractor shall at its cost, grade the trench so that the pipe has a firm continuous support on the bottom.
- g) Where the trench is across or adjacent to roads, highways, railways, canals, ravines and other water-courses or landfalls and at locations where the contour of the land may require additional depth to eliminate unnecessary bending of pipes, The Contractor shall dig such additional depth as shown in the construction drawings and/or as directed by the Engineer to reduce to minimum the required number of bends to lay the pipes to conform with contour of the ground and shall maintain normal covering by cutting the trench deep enough at the crest of ridges and by gradually deepening the trench in approaches to crossings.
- h) 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, bush, skids, sticks, welding rods, or other hard objects and debris which are liable to cause damage to the coating when the pipe is lowered in.
- i) In rocky or rough terrain where dry clay gravel and/or other hard materials are in the bottom of the trench and where, in the Engineer's opinion such conditions will result in injury to the pipe coating, a cushion of fine loose earth for a depth of 150mm is to be provided to the pipe in order to prevent rock or hard materials from coming into contact with the pipe coating. This cushion as and when required/directed by the Engineer shall be prepared by The Contractor without any extra cost with materials specified or approved by the Engineer. The

finished trench shall meet the minimum dimensions of 1200 mm of cover from the top of the pipe when placed in the trench and backfill from the mean surface.

- j) In cases where tea bushes, trees or valuable growing timber is encountered in the right-of-way and in locations where in the opinion of the Engineer the use of the trenching machinery may result in unnecessary damage or injury to the property crossed by the right-of-way, The Company may require the trench to be excavated by hand at no extra cost.
- k) The Contractor's attention is called to marshy and high water-table conditions which may require the use of pumps, well points 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/ ROU.
- l) The Contractor shall also be responsible for locating and protecting the 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.
- m) 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.
- n) The Contractor shall be responsible for making all necessary arrangement, to remove bail or pump water from the trench or from wet area if required by the Engineer before lowering the pipe into the trench, without any extra cost to the Company.
- o) 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 or temporary filling of water into the line(in exceptional cases).
- p) In some areas, up-floating of the pipeline after back-filling is to be reckoned with. If such areas requiring negative buoyancy are encountered during construction, The Contractor shall provide negative buoyancy to the pipe by any standard method/methods to be approved by the Engineer.

6.0 LAYING:

6.1 SKIDS:

Skids of sufficient number shall be supplied by The Contractor to support the pipe to proper height. If pipe is supported over the trench, skids shall be of sufficient length to prevent collapsing of the trench and of sufficient strength to carry the pipe.

For coated pipe, a sufficient number of skids shall be used to minimize damage to coating. Further, if required padding of gunny bags stuffed with wood shavings may be used between the pipe and the skids to safeguard the coating. If slack loops are required, skids shall be properly spaced to permit the introduction of slack loops in the line.

6.2 BENDING:

The pipe shall be laid to conform to the bottom of the trench. The Contractor, in general, shall provide for changes of vertical and horizontal alignment by making cold field bends by the use of a bending machine, approved by The Company, in such a manner as to preserve the cross sectional shape of the pipe. The bending machine shall be capable of making bends without wrinkles, buckles and stretching and pipe diameter shall not be reduced at any point by more than 2.5% of the nominal diameter and completed bend shall pass the sizing pig. The minimum radius of field cold bends of pipe shall not be less than 40 times the nominal pipe diameter. The longitudinal weld in a bend section shall be the neutral axis of the pipe. No welded joint shall be included in a bend. The ends of each bend length shall be straight and not involved anyway in the bending and the length of the straight section shall permit easy joining. Tangents approximate two meter in length are preferred on both ends of cold bends. Over bends shall be made in such a manner that the center of the bend clears the high points of the trench bottom. Sag bends shall fit the bottom of the trench and side bends shall conform and leave clearance to the outside wall of the trench. Any bend rejected by the engineer shall be removed from the line at The Contractor's expense and pipe thus removed will be charged to The Contractor as damaged material.

6.3 SWABBING, NIGHT CAPPING, PIPE BEVELING AND CLEANING ENDS AND JOINTS:

- a) Each joint of pipe shall be swabbed with a leather or canvas belt disc of the proper diameter and sufficient length to remove dirt, mill scale and other foreign substances immediately before joining up. The open ends of the pipe shall be securely closed by bolt on metal caps at the end of each day's work and shall not be opened until the work is resumed. Fabric night caps will not be accepted. Particular attention must be paid to capping off at open ends left for tie-ins. Any obstruction remaining in the pipe after the completion of the line shall be removed at the expense of The Contractor. Just prior to aligning pipe for welding, the bevel ends of each joint of pipe and the area immediately adjacent there to shall be thoroughly cleaned of paint, rust, mill scale, dirt and other foreign matter by use of power driven wire buffing wheels, disc sanders or by other approved methods, so as to avoid defects in the completed welds.
- b) The Contractor shall re cut and bevel all pipe end as may be necessary to maintain correct alignment and spacing of the pipe. No extra compensation will be allowed by reason of such re cutting or re beveling, except when required because of the original bevel being damaged before the pipe is delivered to The Contractor. All bevels on line pipe shall be made with a beveling machine and oxyacetylene torch; hand beveling will not be permitted. All field bevels shall be cut and finished at right angles to the longitudinal axis of the pipe, evenly and without rough surfaces. A power sander and/or buffer shall be used to finish the field bevel and should be similar to the mill bevel. Repair of damaged pipe ends by hammering and/or heating is not allowed. Dents in bevels over 3mm depth shall be repaired by cutting and re beveling.

7.0 WELDING SPECIFICATIONS:

7.1 GENERAL

Welding shall be done in accordance with the API Standard for Field Welding of Pipelines, API Standard no. 1104 (latest edition). The following is not to be construed as the complete specifications for welding.

7.2 TYPE AND METHOD OF WELDING

a) Welds shall be made by the manual shielded electric arc process and shall be done in such a manner so as to produce welds as strong as or stronger than the pipe itself. The type of electrodes to be used shall be as follows:

- i) Stringer, 'Root' or First Pass - class E 6010.
- ii) 'Hot' or Second Pass- class E 7010.
- iii) Filler and Subsequent Passes - class E 7010.

The number of passes will vary depending upon the wall thickness. Internal line-up clamps shall be used wherever practicable and external line up clamps shall be used for final Tie in with the existing pipeline.

7.3 The stringer bead shall achieve complete penetration throughout the periphery of the weld and preferably build up a small reinforcement at the root. Weld projection inside the pipe shall not exceed 3 mm. The 'Hot-Pass' or second bead shall run completely around the pipe immediately after the stringer bead. Two welders shall be used to make the 'hot-pass' both working on opposite sides of the same joint. The 'hot-pass' shall fully penetrate the pipe bevel at each side of the stringer making a deposit heavy enough to avoid pin holing. Completed welds shall have a reinforcement of not less than 0.8 mm and not more than 1.6 mm above the surfaces round the entire perimeter of the weld, and the width of the finished bead shall not be more than 3.2 mm than the original groove.

7.4 No two beads shall be started at the same point. All slag and scale shall be removed by power tool from each bead for visual inspection immediately after each bead is done. Welding shall be continuous and uninterrupted during a pass. While the welding is in progress care should be taken to avoid any kind of movement of the components, shocks, vibrations and stresses to prevent occurrence of weld cracks.

7.5 The length of line in which only 'stringer' and 'hot-pass' beads have been completed shall be limited to 350 metres at the end of each day's work. Should a section of the pipe line remain unfinished or falls from the skids, the contractor shall immediately report the same to the Engineer-in-charge and jointly check for possible cracks prior to restarting the welding on the next day. All costs of repairs shall be borne by the contractor.

7.6 Welding Procedure Qualification

a) Welding procedure qualifications shall be carried out in accordance with the relevant requirements of API 1104 (latest edition) or other applicable code and other job requirements by the contractor at his expense. The contractor shall submit the welding procedure to owner for approval immediately after the receipt of the order.

b) Owner shall review, check and approve the welding procedure submitted and shall release the procedure for procedure qualification test. Contractor under field conditions at his own expense shall carry out the

procedure qualification. A complete set of test results in approved format shall be submitted to the owner for its approval immediately after completing the procedure qualification test and at least 1(one) week before the commencement of the actual work. Standard tests as specified in the code API 1140 shall be carried out in all cases. It shall be the responsibility of contractor to carry out all the tests required to the satisfaction of the owner.

7.7 Welders Qualification :

Contractor shall submit the list of welders to the owner for Welder Qualification Test in accordance with the API 1104/and other applicable specifications at his expense. The butt-weld test pieces of; the qualification test shall meet the radiographic test requirements specified in API-1104.

- a) Owner's representative shall witness the test and certify the qualification of each welder separately. Only those welders, who have been approved, shall be employed for welding.
- b) It shall be the responsibility of contractor to carry out qualification tests of welders. A welder shall qualify for welding by performing test on segments of pipe of same diameter and the specification as the pipe to be used in system according to the applicable requirement of API-1104.
- c) Test specimen shall be cut and using the testing methods described in API 1104 and contractor shall get these tests done as per the direction of owner.
- d) Contractor shall submit the welder qualification test reports in the standard format and obtain owner's approval, before commencement of the work.
- e) The welder may be recognized as qualified and employed on the lines of the test weld, acceptable in accordance with API standard 1104. The expenses involved during the test and testing of specification are to borne by contractor. However, the pipe required for Welder Qualification Test shall be issued free of cost by the owner.
- f) The welders shall always have in their possession the identification card and shall produce it on demand by the owner representative. It shall be the responsibility of contractor to issue the identity cards after duly certified by the owner.
- g) No welder shall be permitted to work without the possession of identity card.
- h) If a welder is found to perform a type of welding or in a position for which he is not qualified, he shall be debarred from doing any further work. Any welding performed by an unqualified welder shall be cut and redone by a qualified welder at the expense of contractor.
- i) Each welder shall identify that portion of weld the has deposited with his allotted symbol number by a weather proof crayon or paint stick on pipe surface near to each weld where stringer bead welder shall identify his weld by putting his symbol near the top of the side, he welded. The hot pass welder shall put his symbol immediately below followed by the symbol of the filler & capping welder below it.
- j) The welders employed by the contractor shall be required to take welder qualification test (WQT) before being deployed in pipeline welding jobs. Each welder will be required to make a „position- weld“ on a pipe piece of

the same diameter and specifications as that of the pipe. Each test weld will be inspected and tested as prescribed in API Standard 1104.

7.8 Welding Electrode Qualification:

1. Welding electrode used in the welding procedure qualification shall be used in the production welding of the same brand & grade.
2. Before using any electrode of different batch number / brand & grade has to be re-qualified. Only approved welding electrode shall be used in the production welding.

7.9 Welding Equipment and Supply of consumables:

The contractor shall provide/arrange all labour, equipment, tools and supplies including shielded -type welding electrodes of the correct specifications. The contractor shall only purchase the approved brand of electrodes for pipe welding as per qualified as per 5.5.2 (c), in sealed containers and protect these from any deterioration or damage. Electrodes that show signs of deterioration or damage shall be rejected.

All welding machines, line-up clamps, beveling machines and other equipment and supplies used in connection with welding work shall be satisfactory to the company and must be kept in good condition so as to produce sound welds. Any equipment or supplies that are not satisfactory to the Engineer-in-charge must be replaced with new equipment or supplies approved by the Engineer-in-charge.

7.10 Welding During Inclement Weather:

Welding shall not be done when the quality of the completed weld might be impaired by the prevailing weather conditions, including but not limited to airborne moisture, blowing sands or dust or high wind. The Engineer-in-charge shall decide if weather- conditions are suitable for welding. The contractor shall provide windbreaks of a type that shall give adequate protection for welding.

7.11 Marking of Welds:

The contractor shall furnish each welder employed with a method of marking the weld so that the work of each welder may be identified. Each welder shall mark the pipe adjacent to the weld with the figure assigned to him. In the event any welder leaving the job, his figures shall not be used by any other welder. Steel stamps must not be used.

7.12 Repair of Welds:

- a) With the prior permission of the company, welds, which do not comply with standards of acceptability, shall be repaired at contractor's own cost. The joint, cut out or re-welded shall also be redone at the contractor's own cost.
- b) Separate Welding Procedure Specification sheets shall be formulated by the contractor and approved by the company repair of welds, simulating the proposed repair.

Separate procedures are required to be approved for:

- i) Through thickness repair,
- ii) External repair and,
- iii) Internal repair.

Welders shall be qualified in advance for repairs.

7.13 Repair of Defects and Acceptability:

The Company shall approve all repairs. Root seating or single pass repair deposit shall not be allowed. Internal root defects shall be ground thoroughly and welded with a minimum of two passes. However, while grinding for repairs, care shall be taken to ensure that no grinding marks are made anywhere on the pipe surface.

Only one attempt at repair at any region of the joint / weld is permitted. Repairs are limited to a maximum 30% of the weld length. The minimum length of a repaired area shall be 100 mm as measured over the recapped length.

7.14 Testing of Welds

Inspection of all welds shall be carried out as per the latest editions of the applicable codes and specifications. All finished welds shall be visually inspected for parallel and axial alignment of the work, excessive reinforcement, concavity of welds, shrinkage, cracks, undercuts dimensions of the weld, surface porosity and other defects. Under-cutting adjacent to the completed weld shall not exceed the limits specified in the applicable standard/code.

Radiographic examination of cent percent (100%) girth welds for pipes shall be carried out by an independent agency to be engaged by the contractor. Engineer in charge shall use discretion to cut out welds for further tests, if it is desired. The cost of repairs and replacement of cut-out shall be at the contractor's expense.

8.0 WELDING/RADIOGRAPHIC INSPECTION SERVICES

8.1 Applicable Standards:

This specification shall apply in conjunction with of the following standards:

- i) API 1104, Standard for welding pipelines and related facilities.
- ii) ASME B31.4 code for liquid petroleum transportation piping system.
- iii) ASTM E94, recommended practice for radiographic testing.
- iv) ASTM E 142, standard method for controlling quality of radiographic testing.
- v) The American Society for Non destructive Testing.

8.2 Qualification of Engineers / Inspectors and Radiographers:

- a) The Welding Engineers / Inspectors shall be duly qualified and possess minimum Level –II certificate from any certified Institute of repute and shall possess minimum 5 years of relevant experience in the field.
- b) The Pipeline Radiographers shall be „qualified in accordance with the requirement of API 1104 and to the full satisfaction of the Company.

- c) The Company shall have the right to debar any employee of Contractor when evidence proves that such individual is not performing the work assigned to him in accordance with the specification.

8.3 Equipment and Accessories:

- a) Contractor shall make necessary arrangements at his own expense, for providing the radiographic equipment, radiographic films and all the accessories for carrying out the Radiographic Examination of the weld joints for satisfactory and timely completion of job.
- b) For carrying out the radiographic examination for the pipe string, the contractor shall have all the required facilities for film processing. The contractor shall be equipped with suitable mobile/stationary type dark- rooms. Film viewer to be used, shall be equipped with the film illuminator that has a light source of sufficient intensity and suitably controls to allow viewing film densities up to 4.0, without damaging the film.

8.4 WELDING INSPECTION:

a) Scope of Work:

To provide qualified, experienced and competent personnel with adequate equipment to ensure enforcement of Welding Inspection Procedures and other associated services, as required for laying welding of line pipe, as per the provision of API 1104, latest edition.

b) Duties:

Inspection duties to be performed under the specification shall be as follows :

- i) Welding Procedure Qualification ii) Welding Electrode Qualification iii) Welder- Qualification.
- iv) Inspection, control and test by visual, radiographic and physical means of all welding joints, the welding carried out by the welders. All pipe ends shall be inspected for out of roundness, correctness of bevel and root face.
- v) Contractor shall submit the Qualification Test Reports referred herein, in the standard format approved by the Company.

8.5 Radiographic Inspection:

A) Scope of Work:

This covers the radiographic inspection of all types of welded joints of the Pipeline. The welded joints shall include the following

- a) Full girth welds on pipe string .

Company: _____

Contractor : _____

- b) Welding of installation of block valves, insulating joints and other appurtenances and tie-ins.

B) Procedure:

- a) The Contractor shall submit Radiographic Examination Procedure in standard format and approved by the Company. The procedure for Radiographic Examination shall be endorsed by the Company to its entire satisfaction prior to use. The procedure shall also include Radiographic Identification System and Documentation for radiographic interpretation reports and their recording system. An overlap of 40mm at the ends of each film shall be required to ensure that the markings for the first and last location are common to successive films and to establish that no part of a weld has been omitted.
- b) The Procedure of Radiographic Examination shall produce high quality radiographs of sufficient density, clarity and contrast so that defects in the weld or in the pipe adjacent to the weld, and the outline and holes of the penetrometer are clearly distinguishable.
- c) The contractor shall on a daily basis keep record of each radiograph pertaining to
 - i) Radiograph's number,
 - ii) Approximate chainages of weld location,
 - iii) Whether or not the welds meet the specified acceptance standards.
 - iv) The nature and approximate location of unacceptable defects observed.
- d) It must be possible to relate back to a particular butt weld and welder on piping drawing and pipeline alignment drawing subsequently.
- C) Each day's production of processed radiographs shall be properly packed separately, identified by at least the (1) date, (2) radiographic unit, (3) job locations, (4) starting and ending progress survey stations (5) weld number and (6) shall include original and three copies of the daily radiographic record as per relevant clauses . The package shall be submitted to the Company daily, in no case later than the noon of the following day.
- D) The contractor shall provide all the necessary facilities at site, such as a dark room with controlled temperature, film viewer etc. to enable the Company to examine the radiographs.
- E) Any approval granted by the Company shall not relieve Contractor of his responsibility and guarantees.

8.6 Radiation Source:

Radiographic examination shall be carried out using x-ray radiation or gamma radiation.

8.7 Radiation Protection:

Company: _____

Contractor : _____

- i) The contractor shall be responsible for the protection of all personnel and required monitoring and control on every man working with or near the radiation sources.
- ii) In consideration of possible & likely hazards of handling of radioactive source of material, the contractor shall be solely responsible for complying with all rules and regulations set forth by Atomic Energy Commission or any other Government Agencies in India in this regard. The Company shall not be held responsible and shall be kept indemnified by the contractor. Safety equipment as considered adequate by the Company for all necessary personnel shall be made available for use and maintained for immediate and proper use by the contractor.

8.8 Re-Radiography:

- i) The weld joints shall be re-radiographing in case of unsatisfactory quality of the welds or the radiographs, at the expense of Contractor.
- ii) All the repaired weld joints shall be re-radiographed at no extra cost to the Company in the same manner as that followed for the original welds. In addition, the repaired weld area shall be identified with the original identification number plus the letter R to indicate the repair.
- iii) When evaluating repair films, radiographers shall compare each section (exposure) of the weld with the original film to assure that the repair was correctly marked and original defect removed.
- iv) The Company will review prior to any repair of welds, all the radiographs of welds which contain, according to the Contractor's interpretation, unacceptable defects. The final disposition of all unacceptable welds will be decided by the Company.

8.9 Protection and Care of Film:

- i) All unexposed films shall be protected and stored properly as per the requirements of API 1104 standard and ASTM E 94.
- ii) The exposed and unexposed film shall be protected from heat, light, dust and moisture. Sufficient shielding shall be supplied to prevent exposure of film to damaging radiation prior to and following the use of the film for radiographic exposure.

8.10 Preservation of Radiographs:

- i) The radiographs shall be processed to allow storage of films without any discoloration for at least three years. All the radiographs shall be presented in suitable folders for preservation along with necessary documentation.
- ii) All radiographs shall become property of the Company.

8.11 Display of Safety Precautions:

The Safety Provisions should be brought to the notice of all concerned by displaying on a Notice Board at a prominent place of the work sites. The person responsible for „Safety

Company: _____

Contractor : _____

shall be named by the contractor.

8.12 Enforcement of Safety Regulations/ precautions:

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the contractor shall be open for inspection by the Company or its representatives.

9.0 SPECIFICATIONS: HYDROSTATIC TESTING AND GAUGING

9.1 General:

- a) After the stinging & welding operation has been completed, hydrostatic test and gauging shall be performed on the entire length of the pipeline from hook up point to hook up point including the microtunneled portion and the previously laid portion. Hydrostatic test shall commence only after completion of all mechanical works, i.e. after all welds have been accepted. The contractor shall ensure that all works are complete in all respect and obtain prior written approval from the Company for hydrostatic testing. The pipeline shall be tested in accordance with the requirements of ANSI B31.4 (latest edition) and approved SOP.
- b) The test medium shall be neutral and fresh water arranged by the contractor. The water to be used shall not be contaminated and free from sand or silt and be filtered. The contractor shall submit laboratory test reports of water to be used for testing. The contractor shall arrange and install all temporary piping(s), which may be necessary to connect from source of water to its pumps and manifolds/tank ages.
- c) The contractor shall arrange for a aluminium gauging plate having diameter equal to 95% of the internal diameter of the pipe. The contractor shall supply and install all temporary scraper launcher / receivers and other piping, materials and consumables required for the purpose.
- d) Before filling operation the contractor, shall clean the pipeline by air driven pigs having spring loaded brushes to remove all mill scale rust/sand from inside of pipe sections. The finishing touch shall be executed with pigs provided with jet holes or nozzles for air to keep the internal dust in turbulence ahead of the pigs. The number of pig runs shall depend upon the cleaning results and shall be determined „in situ“ by the Company.
- e) After cleaning the pipeline by using air and accepted by the company, the whole length of pipeline shall be filled with water. A pig fitted with aluminium gauging plate of approved design to prove the internal diameter of the pipe string shall be furnished by the contractor and propelled through the line ahead of the water in order to purge out the air. Vents should be provided at desired points in the pipeline segment to purge out air while the system is being filled with water. When the line is completely filled & purged out of air, test pressure shall be applied which produces a hoop stress equal to 95% of the minimum yield strength at the section having thinner most wall thickness or as directed by the Engineer-in-charge.
- f) The pressurization shall be performed in the presence of the Engineer-in- charge at a moderate and constant rate not exceeding 2 bar / min. Volume required to reach the test pressure shall be recorded periodically throughout the pressurization as follows:

Company: _____

Contractor : _____

- Each 5 bar increments up to 80% of test pressure as recorded by the dead weight tester;
- Each 2 bar increment between 80% of 90% of test pressure as recorded by the dead weight tester;
- Each 0.2 bar increments between 90% of the test pressure to full test pressure as recorded by the dead weight tester.

The pressurization „cycle“ shall follow the sequence as under:

- Pressurization to 50% of test pressure, hold pressure for 1 hour.
- Release pressure to 0(gauge).
- Pressurize to 75% of test pressure, hold pressure for 1 hour.
- Release pressure to 0(gauge).

In case, during the hold pressure periods indicated above, a decrease in pressure is observed, the above operations shall not be repeated more than twice after which the line shall not be considered capable of test, until the Contractor has isolated and eliminated the cause for the lack of water tightness.

- g) Upon bringing a hydrostatic test section to the full specified test pressure, a stabilization period of 2 to 4 hours may be required before full stabilization. During the period, the pressure shall be maintained either by bleeding off or by adding water.
- h) After stabilization, the test pressure shall be re-established and the line completely isolated for the 24 hours test. If pressure maintained during the stabilization period are acceptable to the Engineer-in-charge, the stabilization period may become part of the 24 hours test.
- i) During the testing period the following measurements shall be recorded/reported;
 - Every one hour pressure measurements from dead weight testers.
 - Every two hours the ambient temperature and the pipe temperature at the thermocouples.
- j) The charts from the pressure recording instruments during the pressurization and testing operations shall be preserved for handing over to the Company, as official records of the Test. The charts shall be properly identified and signed by the contractor as being true records of the test. All failures shall be numerically and chronologically numbered and reported with appropriate description and date on proper “Test Failure Report” forms. Failures on the line resulting from loss of pressure shall be located and repaired by the contractor. Cost of such repairs shall be borne by the contractor except when the failure results from defective pipe or fittings. In the event of the leak being due to defective pipe or fittings supplied by the company, the cost of repair shall be paid/reimbursed by the company as per Schedule of

Company: _____

Contractor : _____

Rates. After leaks or failures have been repaired as disclosed by the pressure test. The test shall be repeated until the specified test pressure can be satisfactorily maintained.

- k) During the period of hydrostatic testing, „Safety“ sign board in English & local language shall be displayed to „warn“ the people about the testing operation. All necessary precautionary measures shall be taken by the contractor as per relevant standards

All pigs used shall embody an aluminium gauging plate of approved design having a diameter of 95% of internal diameter of the section having heaviest wall thickness in the section. The contractor must ensure free passage of pigs at its own expense.

A responsible engineer/supervisor shall be nominated by the contractor for execution of hydrostatic testing. He shall ensure that all personnel working on the hydrostatic testing spread are fully aware of their individual duties.

The contractor will bleed the line after the testing to remove excessive pressure but will not remove the water. The water will be displaced by the company with crude oil at a later date.

10.0 SPECIFICATION:

COATING

10.1 REMOVING OLD COATING AND CLEANING

The old and damaged coating over the pipe shall be removed carefully with the scrappers and small brass hammers, so that outer surface of the pipe is not damaged. After the coating is removed, the pipe surface should be thoroughly cleaned of old primer, scales, rust or any dust particles. The cleaning of pipe surface shall be carried out as per requirement and to the satisfaction of site engineer

10.2 SURFACE PREPERATION: Sand Blasting Surface preparation as per SA 2 ½ is required for application of Cold Applied Tape. For application of Visco Elastic Tape coat Normal cleaning and scrapping may be sufficient.

10.3 REQUIREMENT/SPECIFICATIONS FOR SAND BLASTING

10.3..1. Before starting the sand blasting of steel pipe the surface should be properly cleaned by cotton waste/brushes so that all dust, rust particles, grease, oil, sand or dirt are removed. If necessary a non contaminating solvent such as Xylene shall be used to remove oil or grease if present.

10.3.2. The surface when viewed without magnification shall be free of all corrosion products, rust, mill scale, old paint /primer or any other foreign matter.

10.3.3. After blast cleaning, the blasted area shall be corresponding to photographic visual standard SA 2 ½ of the Swedish Svensk standard SIS 05 59 00 –Latest edition of “ Pictorial surface preparation standards for Maintaining steel Surface”

10.3.4. The compressor used shall be of size enough to produce displacement of 5.6 to 7 cubic m/min of air at a pressure of 7 kg/sq cm. Standard blasting equipment i.e Hoppers, hoses, nozzles and attachment should be used as per IS 1477 to obtained best results and to maintain safety standards

10.3.5 The abrasive used shall be hard sharp river silica sand of maximum particle size not larger than 1.00 mm IS sieves specification no IS 460 1962 (for test sieves) and should be free from loam and mud. For blast cleaning of small inaccessible spots special care should be taken

Company: _____

Contractor : _____

10.3.6. The abrasive used should not be larger than 1/3 of the diameter of the nozzle subject to maximum size of 1 mm as mentioned above.

10.3.7. Sand blasting surface of pipeline should be primed immediately after completion of blast cleaning work. The time gap between the blast cleaning and application of primer should not be more than 3 hours.

10.3.8. The blast cleaned surface should never be left unprimed overnight. The surface must be thoroughly cleaned and dried before application of primer. If left overnight the surface shall be blast cleaned again at no extra cost.

10.3.9 The blast cleaning operation should be carried out keeping the nozzle at an angle of 30 degree to vertical in order to prevent rebounding abrasive from slowing down the abrasive emerging from the nozzle and to undercut the material to be removed.

10.3.10. For heavily pitted localized surface, the nozzle shall be suitably rotated around its own axis in all planes and held at various angles so that the abrasive cleans out all the pores and interstices of the surface being blasted

10.3.11. The surface profile in blast cleaning should be ideally 50 to 75 microns and not exceeding 100 microns

10.3.12. Suitable spray mask filter type air respirators safety goggles and other safety equipment are to be provided by the contractor to the persons engaged for the job. Blast cleaning agency should take up precautionary measures to protect the pipeline during sand blasting operation.

10.3.13. All fire and safety precautions should be taken before starting the sand blasting on pipeline. Necessary protection surrounding the blasted surface in the trench must be given during sand blasting.

11.1. Application of Cold Applied Tape (3ply/2ply)

11.1.1. Priming: A uniform, continuous coat of liquid adhesive shall be applied according to the manufacturer's recommendations and as per AWWA C-209. The liquid adhesive coverage and curing or drying time shall be sufficient to ensure an effective bond between the substrate and the coating. Liquid adhesive application shall be limited to the amount of surface area that can be wrapped during the same workday as application of the liquid adhesive; otherwise, the steel must be re-primed. After liquid adhesive application and before the tape is applied, care shall be taken to prevent the contamination of the primed surface by any foreign materials, such as dirt and moisture.

11.1.2. Step-Down areas. Where there are any step-down areas, such as at pipe weld joints, repair patch and any other fitment on the pipeline, a compatible, moldable mastic filler shall be used at the step-down areas prior to the application of the tape.

11.1.3. Coating and wrapping. The overlap of the cold applied tape for both inner and outer wrap shall be as specified by the manufacturer. When the use of hand- or power-operated machines to apply the tape is recommended, the contractor shall use the machine recommended by OIL. Maximum and minimum temperatures for application and handling specified by the manufacturer shall be followed.

11.3. Coating Repair

Damages, flawed areas, holidays, or mislapses to coatings applied to pipeline, special sections, connections, and fittings from any cause during execution of job before final acceptance shall be repaired by peeling back and removing the tape layers from the affected area.

In case of Cold Applied Tape, the repair area shall be thoroughly cleaned, and then brushed with a primer, and then a patch of tape covering a minimum of 4 in. (100 mm) around the affected area shall be applied by wrapping it around the pipe or as specified by the manufacturer.

In case of Visco Elastic Tape, the repair shall be thoroughly cleaned, to remove the old tape and then a patch of new tape shall be applied by wrapping it around the pipe or as specified by the purchaser.

12. ELECTRICAL INSPECTION FOR CONTINUITY

After tape-wrapping operations have been completed, an electrical inspection of all wrapped surfaces shall be conducted with an electrical holiday detector. Any defect in the coating shall be satisfactorily repaired according to Sec. 11.3

12.1. Detector.

The electrical equipment used to test the tape wrapping shall be a low-amperage, adjustable-voltage, pulse holiday detector that uses an audible signaling device. The holiday detector shall have a coil-spring electrode or a brush electrode.

12.2. Power & Frequency.

The primary input power shall be no higher than 20 W, and the minimum pulses at crest voltage shall be 20 Hz.

12.3. Voltage.

The operating voltage of the detector when testing coatings described in this standard shall be determined by the following equation:

$V = 1,250 \text{ Squar root } T$ or as specified by Tape manufacturer.

Where: V = Inspection voltage, volts; T = Total coating system thickness, mils, 1 mm = 39.37 mils.

12.4. Voltage Adjustment.

Because of variables, such as relative humidity and temperature, the detector voltage shall be checked no less than twice daily, such as before starting work in the morning and again within the following four to six hours. To ensure proper inspection voltage, the equipment shall be grounded correctly and the voltage adjusted according to the instructions of the equipment manufacturer.

12.5. Detector Use.

After the voltage has been properly checked, the electrode shall be passed over the coated and wrapped surfaces one time only at a rate of approximately 30 to 60 ft/min (9 to 18 m/min). If the electrode is stopped while passing over the taped surface, the current to the electrode shall be cut off immediately to avoid possible damage to the coating system.

12.6. Holiday Detection & Repair

Any holidays or missed places on the coated surface will be indicated by an electrical spark between the electrode and the metal surface and by an audible signal. The tape wrapping shall pass the electrical inspection test if no electrical spark occurs. If an electrical spark occurs through the tape coating between the electrode and the metal surface, the holiday shall be marked with a suitable indicator, such as chalk or crayon, to identify the area for repair.

13 REPAIRS OF COATINGS

13.1. All defects in the coating shall be made good immediately after their detection.

13.2. The Contractor shall be responsible for the complete cost, including cost of materials, of making good all defects caused by incorrect storage, handling, application, erection and testing of the protective coating or caused by incorrect application of the coating.

13.3. In the event of numerous defects in the coating, OWNER shall have the right to order the whole coating to be stripped, the pipe cleaned and another coating provided, applied and tested in accordance with this specification at the Contractor's expense.

14.0 ADHESION TEST

Company: _____

Contractor : _____

14.1. Adhesion test shall be made to determine the proper bond between the tape and the primed pipe. One test for section (of up to 10 m length) shall be carried out initially; afterwards adhesion test is to be done as per the advice of OIL-representative. Repair required due to adhesion testing shall be decided by the OIL-representative.

14.2. Temperature of the tape and pipe to be tested shall be between 10° C and 27°C. If required cold water shall be poured over the test area to bring down the temperature to within the above range.

- i. A test area shall be selected where the tape is smooth for 152 mm in the longitudinal direction of the pipe.
- ii. Two knife cuts of 152 mm long and 25.4mm apart shall be made through the tape.
- iii. A flat blade shall be used to pry up 25.4mm of the fabric.
- iv. The 25.4mm flap of fabric shall be grasped firmly in one hand and shall be pulled with the quick motion in the direction remaining 101 mm of the 152 mm knife cut.
- v. The adhesion is satisfactory if (i) the tape tears at the point of stripping or (ii) the fabric strips from the under lying tape component, leaving no more than 10% or less of the primer or bare metal exposed.

11.0 INSTALLATION OF LINE BLOCK VALVES:

Valve assemblies shall be installed at locations designated by The Company. Valve installations shall include all supports, foundation blocks, enclosures, and insulating assemblies (wherever applicable). The Contractor shall submit the detailed drawing for the foundation block for Company's approval prior to commencement of work. The valve shall be tested to specified test pressure of the pipe before installation. The valve box/enclosures of approved design shall be supplied and installed by the Contractor. The valve assembly, box/enclosures etc. shall be cleaned by wire brushing to base and given one coat of primer and enamel or aluminium paint as directed.

12.0 HOOK UP AND SHUT DOWN LOGISTICS:

a) HOOK UP WITH EXISTING PIPELINE:

Hook-up with existing pipeline at both end including clearing, grading, trenching, dewatering, end preparation, welding, radiographic inspection, coating & wrapping and back filling within 48 hrs including cutting of existing pipe by pneumatic cutter/ hacksaw, Cleaning the area , Spreading of dry sand, preparation for welding etc. complete in all respect. The job includes providing sand, electrode, hacksaw etc required for successful completion of the job.

b) CRUDE OIL HANDLING & RECOVERY:

- i) Making arrangement for earth pit to accommodate spilled crude oil. This includes arrangement of the land, shielding of the pit walls with suitable polythene sheet to minimize seepage, collection of the crude oil into the pit. The excavated earth shall be stacked of size- 2m wide & 1 m height and 1 m away from pit boundary. Stacked earth and pit sidewall shall be dressed suitably for laying polyethylene sheet. Arrangement of land shall be done by way of leasing or any other suitable means. Pit to be dug one no each side of the hook up location.
- ii) Collection and Handling of Spill into the designated earthen Pit excavated for the purpose. This includes collection of the crude oil into the pit, making arrangement for pumping the crude oil from the pit in to the

Company: _____

Contractor : _____

pipeline and safety aspects during the operations.

c) SERVICES OF EQUIPMENT AND SHUTDOWN LOGISTIC:

Preparation and creation of the logistic support for execution of Hook up job, which shall involve infrastructure development. The Shutdown job shall complete within 48 hrs from the time allotted by the company. The work shall be carried out round the clock basis. Two separate independent team with all equipment and manpower shall be deployed each end at hook up job locations. All equipment and manpower required for successful completion of the job shall be made available hot-stand by during shutdown period. The Equipment such as Air compressor-2 nos, Recovery van / crane/ hydra - 1 no Generator- 2 nos shall be kept on Hot standby mode.

d) EVACUATION OF CRUDE FROM OLD SECTION:

Making arrangement for Air Pigging of the entire segment of old pipe to evacuate crude oil and sludge and make blind at both end by welding.

e) RETRIEVAL OF UNDERGROUND PIPES :

Retrieval of pipes from bridges and under ground section. The job shall include Air Pigging of the entire segment, Collection and handling of product and sludge from old pipes, cutting of the pipes at 10m intervals with Hacksaw, Dismantling of the hangers and loading, unloading and onward transportation to PS6, Bongaigaon.

13.0 BACKFILLING:

- a) The backfilling operations shall follow as closely as possible to lowering in of the pipe, provided that the pipe has been lowered to its correct depth. No trench shall be backfield unless the pipe has a proper fit therein and has the required space for cover. Before any pipe is covered or section is backfield, it is The Contractor's responsibility to secure the approval of the Engineer. Should such sanction not be obtained due to exigencies of the work, the Engineer shall have the right to require uncovering of the pipe at certain locations 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 backfield 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 require. After the trench has been initially filled, earth shall be neatly crowned over the trench to form a raised walk way.
- b) 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 Engineer, Contractor shall arrange the necessary backfill material at no additional cost to the Company.
- c) When the trench has been dug through drive ways, streets or roads, rail roads, drains, canals, embankments etc. all backfill shall be thoroughly compacted to their original contour and condition as is necessary and to the satisfaction of the Engineer and authority having jurisdiction. At end of each day's work backfilling shall not be more than 1.5 km. behind the head end of the lowered in pipe approved for backfill. In such case at least 300mm earth cover shall be provided over the lowered pipe in the trench.

14.0 CLEAN-UP:

Company: _____

Contractor : _____

- a) Following the installation and backfilling of the pipeline, The Contractor shall clear the right-of-way and its surrounding ground, and shall dispose of all waste materials, debris resulting from its operations. It shall repair all miscellaneous ground damage done by it and shall restore the ground to such stable condition as may reasonably be required consistent with the condition of the ground prior to the construction of the pipeline. 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 construction. These repairs shall be satisfactory to the property owner and his tenants. 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 expense repair or restore to original condition all public right-of-way at the points where they have been intersected by the pipeline right-of-way. The Contractor shall install boundary markers supplied by The Company on either side of ROW as per direction of the Engineer.
- b) On completion of clean up, the ROW shall be restored to such stable and unstable condition as may be reasonably consistent with the condition of the ROW prior to laying the pipeline. 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 may anyway suffer or sustain, relative to, arising out of, or in connection with same.
- c) The Contractor shall be entirely responsible for all claims which may result from damage done by it off the right-of-way/ROU of the pipeline, and shall make any repairs and restorations and shall satisfy all proper claims. The Contractor shall remove from the premises all materials including pipe along the right-of-way and/or depots, camps, railheads, left from the construction work, whether owned by it or by The Company, at points designated by The Company. The Contractor shall remove from the premises all equipment, tools and appliances that were used by it in the performance of the works.
- d) All the foregoing operation of cleaning up the right-of-way and adjoining and intersection premises shall be completed by The Contractor as closely as practical behind the backfilling of the pipeline so that the right-of-way shall suffer disturbance from construction for shortest practical period of time.
- e) 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 fifteen days from the date of completion and acceptance of construction 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 charge the amount paid, to The Contractor.
- f) All surplus & 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.

16.0 DOCUMENTATION:

Contractor shall submit all the relevant drawings including the „as built" one along with copies but not limited to the following:

Company: _____

Contractor : _____

- a) Complete set of all the drawings
- b) Raw data collected / generated for and during execution of the work.

17.0 COMPLETION DOCUMENTS:

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

- a) Welding Procedure Qualification Report
- b) Welder Qualification Report
- c) Radiographic Procedure Qualification
- d) Radiographic reports along with radiographs
- e) Hydrostatic test reports
- f) Pipe tally book
- g) As built drawings.

Payment for Grading, Stringing and Welding of pipes shall be done only when the pipe is laid and backfilling is done

Company: _____

Contractor : _____

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. Udyan Vihar, Narengi, Guwahati,
Assam

Tender No. CGI 3133 P17

SCHEDULE OF COMPANY's MATERIALS, PLANTS AND EQUIPMENT

**LINE PIPE, VALVE, BENDS, COATING MATERIAL, CASING PIPE WILL BE PROVIDED
BY OIL**

Company: _____

Contractor : _____

SECTION-VI**SAFETY MEASURES & COMPLIANCE FORMAT**

To

GENERAL MANAGER (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No: CGI 3133 P17

Description of work/service: “HIRING THE SERVICES OF HOOK - UP OF MICRO - TUNNELING SEGMENTS ACROSS RIVER HARUAPUTTA & SANKOSH WITH EXISTING 355.6MM OD CRUDE OIL PIPELINE INCLUDING LAYING OF APPROXIMATELY 1500 M OF NEW PIPELINE AND RETRIEVAL JOB”

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following
 - i) _____
 - ii) _____
 - iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

Company: _____

Contractor : _____

- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Dated_____

M/s_____

For & On Behalf Of Contractor

Company: _____

Contractor : _____

INTEGRITY PACT
(APPLICABLE FOR THIS TENDER)

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. _____. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

SECTION 1 - COMMITMENTS OF THE PRINCIPAL:

1.0 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him / herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons. (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

SECTION 2 - COMMITMENTS OF THE BIDDER/CONTRACTOR:

Company: _____

Contractor : _____

1.0 The Bidder / Contractor commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

b) The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder / Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

SECTION 3 - DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS:

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder / Contractor have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

Company: _____

Contractor : _____

3. If the Bidder / Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

SECTION 4 - COMPENSATION FOR DAMAGES:

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

SECTION 5 - PREVIOUS TRANSGRESSION:

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

SECTION 6 - EQUAL TREATMENT OF ALL BIDDERS /CONTRACTOR/ SUBCONTRACTORS:

1. The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

SECTION 7 - CRIMINAL CHARGES AGAINST VIOLATING BIDDERS/CONTRACTORS/ SUBCONTRACTORS

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which

Company: _____

Contractor : _____

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

SECTION 8 - EXTERNAL INDEPENDENT MONITOR / MONITORS

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

SECTION 9 - PACT DURATION:

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to

Company: _____

Contractor : _____

be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

SECTION 10 - OTHER PROVISIONS:

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

 For the Principal for the Bidder / Contractor

Place. Guwahati Witness 1:

Date. . . Witness 2:

Company: _____

Contractor : _____

BID FORM

To

M/S. OIL INDIA LIMITED,
PIPELINE HEAD QUARTER

Sub : Tender No. : _____

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 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 us.

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

Dated this _____ day of _____ 20_.

Signature

(In the capacity of)

Company: _____

Contractor : _____

PROFORMA-C**FORM OF BID SECURITY (BANK GUARANTEE)**

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)'s tender No. : _____ 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 these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS: _____
Name of Bank & Address: _____

Witness: _____
Address : _____

(Signature, Name and Address)

Date : _____

Place : _____

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

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

Company: _____

Contractor : _____

PROFORMA-D**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. OIL INDIA LIMITED,
(CHIEF MANAGER -CONTRACTS)
 Guwahati Assam, India, Pin – 781 171

WHEREAS _____ (Name and address of Contractor)
 (hereinafter called "Contractor") had undertaken, in pursuance of Contract No.
 _____ to execute (Name of Contract and Brief Description of the Work)
 _____ (hereinafter called "the Contract").

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed 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 _____ (calculated at **3 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Company: _____

Contractor : _____

PROFORMA-E**AGREEMENT FORM**

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

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

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) SECTION-I indicating the General Conditions of this Contract;
 - (b) SECTION-II indicating the Schedule of Quantities, service/Work, Rates;
 - (c) SECTION-III indicating the Special Terms & Condition;
 - (d) SECTION-IV indicating the Terms of Reference;
 - (e) SECTION-V indicating the Schedule of Material, Plants & Equipment;
 - (f) SECTION-VI indicating Safety Measure & Compliance
 - (g) SECTION-VII ***Integrity Pact (Not applicable for this Contract)***

Company: _____

Contractor : _____

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Company: _____

Contractor : _____

STATEMENT OF COMPLIANCE/NON-COMPLIANCE

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

- (a) We certify that our offer complies with all IFB requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

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. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

Signature of the Bidder

Name of Bidder: _____

Seal of the Company:

Company: _____

Contractor : _____

PROFORMA LETTER OF AUTHORITY

TO
Chief Manager (Contracts)
Oil India Ltd.,
P.O. Udayan Vihar - 781171
Assam, India

Sir,

Sub: **OIL's Tender No:** _____

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

Company: _____

Contractor : _____

PROFORMA - I

FORMAT FOR UNDERTAKING
(COPY TO BE UPLOADED ALONG WITH THE BID)
AND HARD COPY TO BE SUBMITTED ALONG WITH BID SECURITY)

Tender No. CGI 3133 P17

(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTARISED

To
CHIEF MANAGER (CONTRACTS)
OIL INDIA LIMITED
PO: UDYANVIHAR – 781 171
GUWAHATI, ASSAM, INDIA

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF

Tender No. CGI 3133 P17

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. CGI 3133 P17 for **“HIRING THE SERVICES OF HOOK-UP OF MICRO-TUNNELING SEGMENTS ACROSS RIVER HARUAPUTTA & SANKOSH WITH EXISTING 355.6MM OD CRUDE OIL PIPELINE INCLUDING LAYING OF APPROXIMATELY 1500 M OF NEW PIPELINE AND RETRIEVAL JOB”**

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit , insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to

Company: _____

Contractor : _____

time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

Authorized Signatory with Seal

(Bidder)

Place :

Date :

Company: _____

Contractor : _____