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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST.: DIBRUGARH,
ASSAM, INDIA, PIN-786 602

PROJECTS DEPARTMENT
TEL: (91) 374-2807207
E-mail: prodproj@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER



M/s _____

Sub: IFB No. **CPI8123P19 for Topographic, Geotechnical, Hydrological and Hydrographical Survey of Plots and Water Bodies for Natural Gas Pipeline from Baghjan to CGGS Madhuban and Other Associated Facilities for Oil India Ltd.**



Dear Sirs,

- 1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier National Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** In connection with its operations, OIL invites competitive bids from competent and experienced indigenous bidders through OIL’s e-procurement site for **Topographic, Geotechnical, Hydrological and Hydrographical Survey of Plots and Water Bodies for Natural Gas Pipeline from Baghjan to CGGS Madhuban and Other Associated Facilities**. One complete set of Bid Document covering OIL's IFB is uploaded in OIL’s e-procurement portal. Bidders are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

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| (i) | IFB No./E-Tender No. | : CPI8123P19 |
| (ii) | Type of Bidding | : Single Stage 2-Bid System [National Competitive Bidding(NCB)] |
| (iii) | Tender Fee | : Rs. 1,000.00 |
| (iv) | Period of Sale | : 30/05/2018 to 21/06/2018 |
| (v) | Bid Closing Date & Time | : 28/06/2018 at 11:00 Hrs. (IST) |
| (vi) | Technical Bid Opening Date & Time | : 28/06/2018 at 14:00 Hrs. (IST) |
| (vii) | Priced Bid Opening Date & Time | : To be intimated to the Technically & Commercially acceptable bidders at a later date. |
| (viii) | Bid Submission Mode | : E-tendering through OIL’s e-tender Portal. |
| (ix) | Bid Opening Place | : Office of CGM (Projects) Projects Department, Oil India Limited, Duliajan -786602, Assam, India. |

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| (x) | Bid Validity | : | 120 days from Bid Opening Date. |
| (xi) | Completion Period | : | 7 (Seven) weeks as under: <ul style="list-style-type: none"> • Submission of Draft Report- within 6 weeks from the date of Letter of Award of Contract (LOA) • Submission of Final Report (complete in all respect) - within 1 week from the date of Comments on Draft Report. |
| (xii) | Bid Security Amount | : | Rs. 24,200.00 |
| (xiii) | Bid Security Validity | : | 150 days from date of closing of bid |
| (xiv) | Original Bid Security to be submitted | : | GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA |
| (xv) | Original authenticated documents to be submitted by bidder towards meeting the Bid Qualifying Criteria to | : | GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA |
| (xvi) | Amount of Performance Security | : | For Successful Completion & covering the Defect Liability Period: -10% of the Contract Value. |
| (xvii) | Validity of Performance Security | : | 90 days beyond the defect liability period |
| (xviii) | Duration of the Contract | : | 7 (Seven) weeks as under: <ul style="list-style-type: none"> • Submission of Draft Report- within 6 weeks from the date of Letter of Award of Contract (LOA) • Submission of Final Report (complete in all respect) - within 1 week from the date |
| (xix) | Quantum of Liquidated Damage for default in timely completion | : | 0.5% of the Total contract cost for delay per week or part thereof subject to maximum of 7.5%. LD shall be applicable on submission of draft as well as Final report. |
| (xx) | Integrity Pact | : | Not Applicable for this tender |
| (xxi) | Bids to be addressed to | : | Office of GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA |
| (xxii) | Last date of receipt of pre-bid queries | : | Void |
| (xxiii) | Date and Venue of Pre-Bid Conference | : | Void |
| (xxiv) | Date of receipt of Queries | : | 21/06/2018 up to 15.30 Hrs. (IST) |

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3.0 Integrity Pact: Not Applicable for subject tender.

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** and **Encryption certificate** 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>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.
- 4.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.
- 4.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

4.6 EXEMPTION OF TENDER FEE:

- 4.6.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder is registered [or they intend to quote against OIL tenders] with any of the aforesaid agencies.

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- 4.6.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

5.0 CONSULTANT

OIL has appointed M/s. MECON Ltd., Delhi as EPCM Consultant for implementation of the project. OIL has also authorized the Consultant to enter into correspondence with bidders and obtain clarification/ confirmation, if any, with respect to this Tender. Communications to Consultant shall be addressed to e-mail: sachinsinghal@mecon.co.in

6.0 QUERIES/CLARIFICATIONS ON THE TENDER:

The prospective bidders shall submit their queries/clarifications against the tender through e-mail addressed to sachinsinghal@mecon.co.in of M/s. MECON Ltd., Delhi with a copy to GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan, Assam-786602. E-mail: shantanukr_gogoi@oilindia.in; prodproj@oilindia.in

7.0 IMPORTANT NOTES:



Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

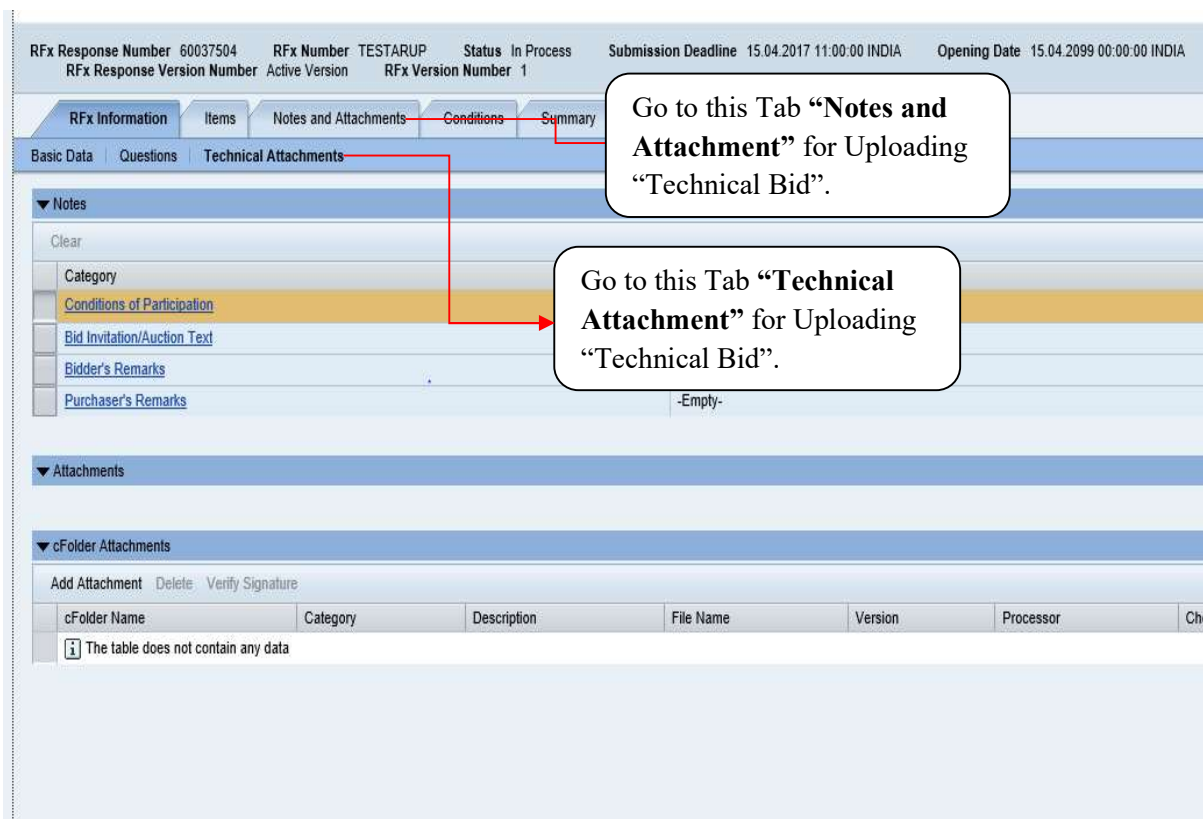
iv) The bidders who are on Holiday of OIL on the due date of submission of bid/during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/award.

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v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the Office of the CGM(Projects), Oil India Ltd., Duliajan in presence of the authorized representatives of the bidders.

vi) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause II of Part 2- Bid Rejection Criteria.**



On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above:

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Note:

* The “Technical Bid” shall contain all techno-commercial details **except the prices**.

** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.



8.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

GM(PROJECTS-C&P)
For Executive Director-Projects
For RESIDENT CHIEF EXECUTIVE

END OF FORWARDING LETTER
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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.

A. BID DOCUMENTS

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

- (a) A forwarding letter highlighting the following points:
- (i) Company's IFB (Tender) No. & Type
 - (ii) Bid closing/Technical Bid opening date, time and place.
 - (iii) Bid submission Mode
 - (iv) Bid Opening place
 - (v) Bid validity, Mobilisation time
 - (vi) The amount of Bid Security with Validity.
 - (vii) The amount of Performance Guarantee with Validity.
 - (viii) Quantum of liquidated damages for default in timely Mobilisation
 - (ix) Duration of the Contract
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria (BEC)/Bid Rejection Criteria(BRC), (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Scope of Work, (Part -3, Section-II)
- (f) Schedule of Rates & Payment, (Part- 3, Section-III)
- (g) Statement of Non-Compliance, (Part-4, Proforma-I).
- (h) Bid Form, (Part-4, Proforma-II A).
- (i) Format of Performance Security (Bank Guarantee), (Part-4, Proforma-II B).
- (j) Contract Form (Part-4, Proforma-II C).
- (k) Format of Bid Security (Bank Guarantee), (Part-4, Proforma-II D).
- (l) Proforma for Letter of Authority, (Part -4, Proforma-III)
- (m) Integrity Pact Proforma (Part-4, Proforma- IV) - **Not Applicable**
- (n) Parent Company Guarantee (Part-4, Proforma –V) - **Not Applicable**
- (o) Record of Bidders past relevant experience, (Part-4, Proforma VI)
- (p) Authorisation for Attending Bid Opening, (Part-4, Proforma VII)
- (q) Undertaking by Bidder, (Part 4, Proforma VIII)
- (r) Statement of BEC/BRC documents, (Part 4, Proforma IX)
- (s) Certificate of Annual Turnover & Net Worth, (Part 4, Proforma X)
- (t) Proforma of Bank Guarantee towards PP-LC (Part 4, Proforma-XI)
- (u) Calculation of local content – Service (Part 4, Proforma-XII)
- (v) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG (Part 5, Annexure-A)
- (w) Safety Measures (Part 5, Annexure-B)
- 2.1** The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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3.0 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.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 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.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to tender documents". All prospective Bidders to whom the Company has issued Bid documents shall be intimated about the amendments through E-mail/Fax/courier etc. The Company may, at its discretion, extend the deadline for Bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their Bid or for any other reason. **Bidders shall also check OIL's E-Tender portal [under Technical RFX tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.**

B. PREPARATION OF BIDS:

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

6.0 DOCUMENTS COMPRISING THE BID:

- 6.1 Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender Portal shall comprise of the following components:

(A) TECHNICAL BID



- (i) Documentary evidence established in accordance with Clause 10.0.
- (ii) Bid Security (**scanned**) in accordance with Clause 11.0 hereunder. Original Bid Security to be sent by post/courier separately as per Clause 11.11 below.
- (iii) Copy of Bid-Form without indicating prices: Part 4, Proforma-II A
- (iv) Statement of Non-Compliance: Part-4, Proforma-I.
- (v) Copy of Priced Bid **without indicating prices**: Part-3, Section III

Note: Please note that, price should not be mentioned in the "Technical Attachments" tab.

(B) PRICE BID (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- (i) Price-Bid Format/Price Schedule as per Part 3, Section-III

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(ii) Bid Form as per Part 4, Proforma-IIA

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

7.0 BID FORM: The bidder shall complete the Bid Form (Part 4, Proforma-IIA) furnished in the Bid Document.

8.0 BID PRICE:

8.1 Prices must be quoted by the Bidders online as per the price bid format (Part 3, Section- III) available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Prices must be quoted by the bidders, both in words and in figures wherever the same is indicated in the format.

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

8.3 All duties (except Customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid 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.

9.0 CURRENCIES OF BID AND PAYMENT: INR (Indian Rupees) only.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 These are listed in **BID EVALUATION CRITERIA (BEC),PART-2** of the Bidding documents.



11.0 BID SECURITY:

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to **Sub-Clause 11.9**

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Part-4, Proforma-IID** or a Bank Draft/Bankers' Cheque in favour of OIL and payable at Duliajan, Assam or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
- (b) A Bank Draft/Banker's Cheque drawn in favour of 'Oil India Limited' and payable at Duliajan, Assam.

The Bank Guarantee/LC shall be valid for the time as asked for in the Bid Document.

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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.



Note : The bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office :

The bank guarantee issued by the bank must be routed through SFMS platform as per the following details :

- (i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- (ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch Address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District – Dibrugarh, PIN – 786602.

- 11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**
- 11.4 Any bid not secured in accordance with **Sub-Clause 11.2** shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by the Company at the bidder's cost.
- 11.6 Unsuccessful Bidder's bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 28.0** below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited if:
- i) The bidder withdraws the bid within its original/extended validity.
 - ii) The bidder modifies/revise their bid suo-moto.
 - iii) Bidder does not accept the Order/Contract.
 - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per Tender/Order/Contract.
 - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid Security shall be forfeited after due process in addition to other action against the bidder.
- 11.10 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) years.
- 11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid**

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Security shall be submitted by bidder to GM (Projects-C&P), Projects Office, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM(Projects-C&P) on or before 12.45 Hrs (IST) on the Bid Closing date.

- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

12.0 **EXEMPTION FROM SUBMISSION OF BIDSECURITY:**

- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.



13.0 **PERIOD OF VALIDITY OF BIDS:**

- 13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids with shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Para 10.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

C. SIGNING & SUBMISSION OF BIDS:

14.0 **SIGNING OF BIDS:**

- 14.1 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. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable.

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The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.



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 Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

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.

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Part-4, Proforma-III**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 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.
- 14.4 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.
- 14.5 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Part-4, Proforma-III**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.6 Any person signing the Bid or any other document in respect of this Bidding 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.
- 14.7 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 initialled by the person or persons who has/have digitally signed the Bid.
- 14.8 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 SUBMISSION OF BIDS:

- 15.1 The tender is processed to indigenous parties under Single Stage-Two Bid System. Bidder shall submit the Technical Bid and Priced Bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions are available in

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“**HELP DOCUMENTATION**” available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical RFx Response” under “Techno-Commercial Bid” Tab Page only. Prices to be quoted as per Part 3, Section III should be uploaded as Attachment just below the “Tendering Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical RFx Response”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM(Projects-C&P), Projects Department, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB:

1. The original Bid Security along with 2(two) copies
2. Power of Attorney for signing the bid digitally.
3. Printed catalogue and Literature if called for in the IFB.
4. Any other document required to be submitted in original as per bid document requirement.

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

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **Part 4, Proforma-I** of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer-in-Charge of the particular tender before the Bid Closing Date and Time. The Company shall not be responsible for any postal delay/transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 16.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 16.1 Bids should be submitted on-line as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid has been submitted by the bidder. Bidder may however request GM(Projects-C&P), Oil India Ltd., Duliajan for returning their bids/quote before the original bid closing date and time for resubmission. But no such request would be entertained once the submission deadline has reached or bids are opened.
- 16.2 No bid can be submitted after the submission dead line is reached [i.e. **11:00 Hrs (IST) on the bid closing date**]. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 16.3 The documents in physical form as stated in Para 15.1 must be received by the Company at

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the address specified in the “Forwarding Letter” on or before 12.45 Hrs.(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidder.

17.0 LATE BIDS:

- 17.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. **The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.**

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:



- 18.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.
- 18.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 18.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 18.4 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.
- 18.5 No Bid can 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 and bidder shall also be debarred from participation in future tenders of OIL.

19.0 EXTENSION OF BID SUBMISSION DATE:



- 19.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing/Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

20.0 BID OPENING AND EVALUATION:

- 20.1 The Company will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Part 4, Proforma-VII**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical RFx Response” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical RFx Response” Tab Page only in the E-portal.

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- 20.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 20.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 18.0 shall not be opened. The Company will examine the bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 20.4 At bid opening, the 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.
- 20.5 The Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 20.3.
- 20.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by the Company (OIL). In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 20.7 Prior to the detailed evaluation, the Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid 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.
- 20.8 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.
- 20.9 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.
- 20.10 Bids not conforming to technical specifications/requirements shall be rejected
- 21.0 **OPENING OF PRICED BIDS:**
- 21.1 The Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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- 21.2 The Priced bids of the unsuccessful bidders which remain unopened with the Company (OIL), may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidder after issue of Letter of Award (LOA) by the Company (OIL).
- 21.3 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.
- 21.4 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 there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

22.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

23.0 DISCOUNTS / REBATES:

- 23.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 23.2 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.

24.0 CONTACTING THE COMPANY:

- 24.1 Except as otherwise provided in **Clause 20.0** above, no Bidder shall contact the Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by the Company vide **sub-clause 20.6**.
- 24.2 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.



D. AWARD OF CONTRACT

25.0 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.

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

The 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 the Company's action.

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27.0 NOTIFICATION OF AWARD:

- 27.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered/couriered letter) that its Bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 28.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

28.0 PERFORMANCE SECURITY:



- 28.1 Within 2(two) weeks of receipt of notification of award from the Company, the successful Bidder shall furnish to the Company the Performance Security for an amount specified in the Forwarding Letter [and Letter of Award (LOA) issued by the Company to the Contractor awarding the contract] as per **Part 4, Proforma-IIB** or in any other format acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:
- i) Any scheduled Indian Bank or any branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled Foreign Bank
OR
 - ii) Any International Bank having its branch in India and registered with Reserve Bank of India
OR
 - iii) Any Foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- 28.2 The successful bidder will have to submit the Bank Guarantee from any of the scheduled Banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 28.3 The successful bidder is requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office :

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details :

- (i) "MT 760 / MT 760 COV for issuance of Bank Guarantee.
- (ii) "MT 760 / MT 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch Address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District – Dibrugarh, PIN – 786602.

- 28.4 The Performance Security specified above must be valid for 3(three) months beyond the contract period or the defect liability period whichever is later. The Performance Security will be discharged by the Company not later than 30 days following its expiry. In the event of any

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extension of the Contract period, Bank Guarantee should be extended by the Contractor by the period equivalent to the extended period.

28.5 The Performance Security shall be payable to the Company as compensation for any loss resulting from the Contractor's failure to fulfil its obligations under the Contract.

28.6 The Performance Security will not accrue any interest during its period of validity or extended validity.

28.7 Failure of the successful Bidder to comply with the requirements of **clause 28.0 and/or 29.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

29.0 SIGNING OF CONTRACT:

29.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

29.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

29.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other specified time period, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.



30.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

30.1 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.

31.0 MOBILISATION ADVANCE PAYMENT:



31.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

31.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

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- 31.3 In the event of any extension to the mobilisation period, the Contractor shall have to enhance the value of the Bank Guarantee to cover the interest for the extended period and also to extend the validity of Bank Guarantee accordingly.
- 32.0 **INTEGRITY PACT: - NOT APPLICABLE**
- 33.0 **LOCAL CONDITIONS:**
- 33.1 It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids, to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 33.2 No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. The Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. The Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.
- 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 **UNDERTAKING BY BIDDER:**
- The bidder shall fill and submit the digitally signed **Proforma VIII**.
- 36.0 **Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG. – Refer Part5, Annexure-A**

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PART-2

BID REJECTION & BID EVALUATION CRITERIA:

I. BID EVALUATION CRITERIA (BEC):



The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

A. TECHNICAL CRITERIA:

- i. The Bidder should have experience of successfully executing at least **one single contract involving Topographic Survey of Terminal/Plot of Minimum area of 1500 square metres** in previous 7 (Seven) years to be reckoned from the original stipulated bid closing date of the tender.
- ii. The Bidder should have experience of successfully executing at least **one single contract involving Geo-Technical Investigation and conducting field and laboratory tests of Minimum 100 metres cumulative length of Boreholes (Including at least one borehole in River or Water body)** in previous 7 (Seven) years to be reckoned from the original stipulated bid closing date of the tender.
- iii. The Bidder should have experience of successfully executing at least **one single contract involving Hydrographical and Hydrological survey of one river or water body, of minimum width of 200 metres** in previous 7 (Seven) years to be reckoned from the original stipulated bid closing date of the tender.
- iv. **DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS FOR COMPLIANCE WITH THE BIDDER'S ELIGIBILITY CRITERIA:**

Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:

- a) P.O/Work Order and work Completion Certificate or any other documents from their clients which can substantiate their claim towards experience.
- b) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities.

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- c) Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of executing the job as mentioned in the Scope of Work/Terms of Reference/Technical Specification of the bidding document, during last 7 years prior to the original bid closing date of the tender.
- d) Reference address under which last service provided.



All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.

B. FINANCIAL CRITERIA:

- a) **Annual Turnover of Bidder:** The Bidder must have Annual Financial turnover of at least **Rs 6.06 lakh** (Rs. Six Lakh Six Thousand only) in any one of the preceding 03 (three) Financial/Accounting Years from the original bid closing date (BCD) as per Audited Annual Financial Reports
- b) **Net Worth:** The financial Net Worth of the Bidder must be Positive for the preceding Financial/Accounting year from the original bid closing date of the tender (i.e., FY 2016-17).
- c) **Working Capital Requirement:** The Working Capital of the Bidder must be minimum **Rs. 1.21 Lakh** (Rs. One Lakh Twenty One Thousand only) in the preceding Financial/Accounting Year from the original Bid Closing date.

Note 1: Documentary evidences in the form of Audited Balance Sheet and Profit & Loss Account of preceding 3 Financial/Accounting Years to be considered from the original bid closing dated shall be submitted along with the Techno-Commercial bid towards proof of having Annual Turnover as stated above. However, in case of non-corporate bidder, the Financial Statements are to be submitted, duly certified by practicing Chartered Accountant's Firm as applicable.

Note 2: Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has not been audited so far.'

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Note3: For proof of Annual Turnover & Net Worth, the following documents must be submitted along with the bid: -

- i) A certificate issued by a practicing Chartered/Cost Accountant* (with Membership Number and Firm Registration Number), certifying the Annual turnover, Working Capital & Net worth as per format prescribed in **Proforma X of Part 4**
AND
- ii) Audited Balance Sheet along with Profit & Loss account.



Note4: 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 (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder has to provide documentary evidence for the same.

II. BID REJECTION CRITERIA (BRC):



1. The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNICAL” and “PRICE” bid separately through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be uploaded as per the Scope of Work & Technical Specification of the tender in “Technical RFx Response” Tab and Price Bid to be uploaded as per the Price Bid format in the “Notes & attachment” Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

NB: To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate 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>). Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable.

2. Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
3. Bids with shorter validity period will be rejected as being non responsive.
4. During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. **The Original Bid Security shall however be forwarded to office of the “GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan-786602, Assam”** which should reach the said office on or before 11.00 Hrs(IST) on the bid closing date, otherwise Bid will be rejected.
5. No bid can be submitted after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

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6. Bid received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
7. Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14:00 Hrs. (IST) at Office of the GM(Projects-C&P), Projects Department, Oil India Ltd., Duliajan in presence of authorized representative of the bidder.
8. The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
9. Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
10. 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 initialled by the person or persons who has/have digitally signed the Bid.
11. Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract.
12. Bidders shall bear, within the quoted rate, the corporate income tax as applicable on the income from the Contract.
13. Any bid containing false statement will be rejected.
14. Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of bidding document; otherwise the bid will be summarily rejected.
15. Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer will be rejected –
 - (i) Performance Security Clause
 - (ii) Force Majeure Clause
 - (iii) Tax Liabilities Clause
 - (iv) Arbitration Clause
 - (v) Acceptance of Jurisdiction and Applicable Law Clause
 - (vi) Liquidated Damage cum Penalty Clause
 - (vii) Termination Clause
 - (viii) Liability Clause
 - (ix) Withholding Clause

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III. GENERAL :

1. In case the bidder takes exception to any clause of Bid Document not covered under BEC/BRC, then the Company (OIL) 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 (OIL). The loading so done by the Company (OIL) will be final and binding on the Bidder. No deviation will however, be accepted in the clauses covered under BEC/BRC.
2. To ascertain the substantial responsiveness of the bid the Company (OIL) reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received within the deadline given by the Company (OIL), failing which the bid will be summarily rejected.
3. In case any of the clauses in the BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
4. Any exceptions/deviations to the tender must be spelt out by bidder in their 'Techno-Commercial' bid only. Any additional information/terms/conditions furnished in the 'Price Bid' will not be considered by the Company (OIL) for evaluation/award of contract.
5. The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to the Company (OIL) as and when asked for.

IV. PRICE BID EVALUATION (Part of BEC):

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 as well as verification of original of any or all documents/documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.

1. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
2. The bidders must quote their charges/rates in the manner as called for vide Price Schedule in the **Part-3 Section - III, "Schedule of Rates & Payment"**.
3. Bidders must quote for full quantity against all the items of SOR, failing which their offer shall not be considered for evaluation.
4. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial (Priced) Bids shall be evaluated taking into account the rates quoted in the Price Schedule in the **Part-3 Section-III, "Schedule of Rates & Payment"** by taking into account the summation of the following:

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5. EVALUATION OF PRICE BIDS

The OWNER / Consultant will evaluate and compare the bids which are found to be techno-commercially qualified.

- (i) **The evaluation for award shall be made on overall lowest cost basis by taking the bidder's quoted price plus applicable GST (The price is exclusive of GST).**

V. PURCHASE PREFERENCE CLAUSE:



1. Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

- i. In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- ii. In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- iii. In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- iv. **DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:**

Copy of valid Registration Certificate to be submitted, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

2. PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):

- 2.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>).

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- 2.2 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.
- 2.3 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under Clause No. 36 of ITB and shall have to submit all undertakings / documents applicable for this policy.

VI. Duration of Contract Period:

| Sl.No. | Description | Time Schedule |
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| 1.a | Submission of Draft Report | Within 6 weeks from the date of Letter of Award of Contract (LOA) |
| 1.b | Submission of Final report (complete in all respect) | within 1 week from the date of Comments on Draft Report. |

Offers with completion schedule longer than the above time period shall be rejected.

End of Part 2
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PART - 3 SECTION - I

GENERAL CONDITIONS OF CONTRACT (GCC- WORKS)

1.0 DEFINITIONS:



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

- (a) "Contract" means agreement entered into between Company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "Contract Price" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "Work" means each and every activity required for the successful performance of the services described in Section-II, the Scope of Work / Terms of Reference;
- (d) "Company" means Oil India Limited (OIL);
- (e) "EPC/LSTK Contractor" means the individual or firm or Body incorporate performing the construction works.
- (e) "EPCM" means the individual or firm or Body incorporate performing the Engineering Procurement Construction Management Consultancy work under this Contract;
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract;
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel.
- (h) "Services" means the work specified in Part 3, Section-II, and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of the contract.
- (i) "Specification" means the description of the Services and/or Equipment set out in Part 3, Section-II.

2.0 EFFECTIVE DATE, MOBILISATION TIME, AND COMPLETION TIME OF THE CONTRACT:

2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date the Company notifies the Contractor in writing that it has been awarded the Contract i.e. with effect from the date of issue of Letter of Award (LOA) of the Contract.

2.2 **MOBILISATION TIME:** The Kick-off Meeting shall be held at Duliajan (Assam) within a **maximum period of 15 days from the date of issue of Letter of Award (LOA)**. The Contractor shall mobilise their personnel for attending the Kick-Off Meeting at Duliajan within 15 days from **the date of Letter of Award (LOA)**. Mobilisation shall be deemed to be

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completed when the Contractor's personnel arrive at Duliajan for the Kick-Off meeting within 15 days from **the date of Letter of Award (LOA)**. In the event of delay on the part of the Contractor to depute their personnel for the Kick-Off Meeting, Liquidated Damage (LD) as per Clause No. 18.0 hereunder will be applicable.

2.3 **COMPLETION TIME OF CONTRACT:**

The duration of the Consultancy service shall be as defined in Forwarding letter. In the event of delay on the part of the Contractor to complete the project within the stipulated period, Liquidated Damage (LD) as per Clause No. 18.0/ 19.0 hereunder will be applicable.

3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** The Contractor shall, in accordance with and subject to the terms and conditions of this Contract:



- 3.1 Perform the work described in the Terms of Reference (Part-3, Section II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Scope of Work/Terms of Reference provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 The Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all its obligations under the contract.
- 3.5 The Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as the Company may consider necessary for the proper fulfilling of the Contractor's obligations under the contract.

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

- 4.1 Pay the Contractor in accordance with terms and conditions of the Contract.
- 4.2 Allow the 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 the Company by the terms of this Contract.

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

- 5.1 The 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, the Contractor, entirely at its own expense, shall remove within a maximum period of 7(seven) days, any personnel of the

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

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

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

6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 The 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 the Company may give to the Contractor from time to time.



6.2 Should the Company discover at any time during the tenure of the Contract that the work carried out by the Contractor does not conform to the foregoing warranty, the Contractor shall after receipt of notice from the Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at the 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 the Contractor which the Contractor must pay promptly. In case the Contractor fails to perform remedial work, the Performance Security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:



7.1 The Contractor shall not, without the 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 the Company in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from the Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to the Company; or
- (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to the Company of such order to permit the Company an opportunity to contest such order subject to prior permission from the Company.

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

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- 7.3 Any document supplied to the Contractor in relation to the Contract other than the Contract itself remains the property of the Company and shall be returned (in all copies) to the Company on completion of Contractor's performance under the Contract if so required by the Company.
- 7.4 During this Contract, the Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall be held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
- 7.5 However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which the Contractor shall immediately inform the Company;
 - ii) lawfully becomes at a later date known to the public through no fault of the Contractor subject to the Contractor's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by the Contractor before receipt thereof from the Company which should be immediately informed to the Company;
 - iv) is developed by the Contractor independently of the information disclosed by the Company which should be shared with the Company;
 - v) the Contractor is required to produce before the competent authorities or by court order subject to prior permission from the Company;
- 8.0 **TAXES, DUTIES & LEVIES:**
- 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 the Contractor's account.
- 8.2 The 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. The Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the Contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate Income Tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to

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time and the Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

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

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the Contractor.

9.0 **GOODS AND SERVICES TAX:**

9.1 **GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been subsumed in **GST except basic Customs Duty**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.



9.3 “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “**IGST**”) or Central Goods and Services Tax (hereinafter referred to as “**CGST**”) or State Goods and Services Tax (hereinafter referred to as “**SGST**”) or Union Territory Goods and Services Tax (hereinafter referred to as “**UTGST**”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

9.4 Quoted prices should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable)**. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

9.5 **Where the OIL is entitled to avail the input tax credit of GST:**



9.5.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

9.5.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.



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9.6 Where the OIL is not entitled to avail/take the full input tax credit of GST:

- 9.6.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 9.6.2 The bids will be evaluated based on total price including applicable **GST**.
- 9.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 9.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 9.9 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 9.10 **GST** payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 9.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 9.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 9.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

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- 9.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 9.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 9.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 9.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 9.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.20 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.
- Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.
- Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.
- The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 9.21 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 9.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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9.23 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

9.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.



9.25 **Documentation requirement for GST:**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
 - b) Serial number of the invoice;
 - c) Date of issue;
 - d) Name, address and GSTIN or UIN, if registered of the recipient;
 - e) Name and address of the recipient and the address of the delivery, along with the State and its code,
 - f) HSN code of goods or Accounting Code of services[SAC];
 - g) Description of goods or services;
 - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
 - i) Total value of supply of goods or services or both;
 - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
 - k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
 - l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
 - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - n) Address of the delivery where the same is different from the place of supply and
 - o) Signature or digital signature of the supplier or his authorised representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of advance taken along with particulars as mentioned in Clause nos. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

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9.26 ANTI-PROFITEERING CLAUSE

9.26.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

9.26.2 In case the GST rating of vendor on the GST portal / Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

10.0 INSURANCE:

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



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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance 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 the Contractor required to fulfil the provisions under this contract.
- d) The Contractor's equipment used for execution of the work hereunder, if any, 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, if applicable.

10.3 The Contractor shall obtain additional insurance or revise the limits of existing insurance as per the Company's request in which case additional cost shall be to the Contractor's account.



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

10.5 The Contractor shall furnish to the Company prior to commencement date, certificates of all



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its insurance policies covering the risks mentioned above.

- 10.6 If any of the above policies expire or are cancelled during the term of this contract and the Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of the Contractor.
- 10.7 The Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as the 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.
- 10.8 All insurance taken out by the Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 11.0 **CHANGES:**
- 11.1 During the performance of the work, the Company may make minor change in the work to take care of any supplementary 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. The Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 11.2 If any changes result in an increase in compensation due to the Contractor or in a credit due to the Company, the Contractor shall submit to the Company an estimate of the amount of such compensation or credit in a form prescribed by the Company. Upon review of the Contractor's estimate, the 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 the Contractor disagrees with compensation or credit set forth in the Change Order, the Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14.0 hereunder. The Contractor's performance of the work as changed will not prejudice the Contractor's request for additional compensation for work performed under the Change Order.
- 12.0 **FORCE MAJEURE:**
- 12.1 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.
- 12.2 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.

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- 12.3 Should “Force Majeure” condition as stated above occurs and should the same be notified within 72 (Seventy-two) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the contract if such ‘force majeure’ condition, continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the ‘Force Majeure’ shall then stand extended by the period for which such cause lasts.
- 13.0 **TERMINATION:**
- 13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on expiry of the duration of the Contract or the extension period, if exercised by the Company under the provision of the Contract.
- 13.2 **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 Para 12.0 above.
- 13.3 **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.
- 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE-** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,
- 13.5 **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.
- 13.6 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.
- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clauses from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract up to the date of termination including the De-mob cost, if any.
- 13.8 **CONSEQUENCES OF TERMINATION** - In all cases of termination herein set forth, the

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obligation of the Company to pay for Services as per the Contract shall be limited to the period up to 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.

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

13.10 In the event of termination of contract, the 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.

14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

14.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU) :** Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.



2. The number of arbitrators and the appointing authority will be as under:

| Claim amount (excluding claim for interest and counter claim, if any) | Number of Arbitrator | Appointing Authority |
|---|----------------------|---|
| Upto Rs. 5 Crore | Sole Arbitrator | OIL |
| Above Rs. 5 Crore | 3 Arbitrators | One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall

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proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.



6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

| Amount of Claims and counter claims(excluding interest) | Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators) |
|---|--|
| Upto Rs. 5 Crore | Within 8 months |
| Above Rs. 5 Crore | Within 12 months |

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
 9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
 10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
 11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
 12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.
- 14.2 **Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision

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of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 14.1 & 14.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

15.0 **NOTICES:**

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

Company:



- | | |
|--|--|
| <p>a) <u>For contractual matters</u> GM (Projects-C&P) Projects Department OIL INDIA LIMITED PO Duliajan - 786602 ASSAM, INDIA Email: prodproj @oilindia.in</p> | <p>b) <u>For technical matters</u> GM (Projects) Projects Department OIL INDIA LIMITED PO Duliajan - 786602, Assam, India Email: prodproj@oilindia.in</p> |
|--|--|
- c) **Contractor :**

E-mail :

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

16.0 **SUBCONTRACTING/ASSIGNMENT:**

- 16.1 The Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract to any third party(ies). Except for the main services under this contract, the Contractor may sub-contract the petty support services subject to Company's prior approval. However, the Contractor shall be fully responsible for complete execution and performance of the services under this Contract.
- 16.2 If against an order placed by OIL, successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.

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17.0 MISCELLANEOUS PROVISIONS:

- 17.1 The 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.
- 17.2 The 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 the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 17.3 During the tenure of the Contract, the 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, the Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 17.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation/termination/retirement 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.



18.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION OF PERSONNEL FOR KICK-OFF MEETING:

- 18.1 In the event of Contractor's default in timely Mobilisation of their Personnel for Kick-Off Meeting under the provision of this contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% 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.
- 18.2 Both the Contractor & the Company agree that the above percentages of liquidated damage is genuine pre-estimates of loss /damage, which the Company would have to suffer on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss /or damage caused by such delay/breach. Decision of the Company in the matter of applicability liquidated damage shall be final & binding on the Contractor.
- 18.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to adhere to the mobilisation schedule of the contract.

19.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION OF PROJECT:



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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI8123P19</p> |  |
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- 19.1 In the event of the Contractor's default in timely completion of the project under the provision of this contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof of delay subject to a 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.
- 19.2 Both the Contractor & the Company agree that the above percentages of liquidated damage is genuine pre-estimates of loss/damage, which the Company would have to suffer on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such delay/breach. Decision of the Company in the matter of applicability liquidated damage shall be final & binding on the Contractor.
- 19.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure of the Contractor to adhere to the Project schedule.
- 20.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of the estimated Contract Price) with validity of 90 (ninety) days beyond the contract period / defect liability period whichever is later. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 21.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** The Company's engineer will be associated with the work throughout the project. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide the Company with a standard of work customarily provided by reputed international companies in the petroleum industry.
- 22.0 **LABOUR:** The recruitment of labour, if any, shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract labour (Regulation and Abolition) Act, 1970.
- 23.0 **LIABILITY:**
- 23.1 Except as otherwise expressly provided, neither the 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.
- 23.2 Neither the Company nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or

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

- 23.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against the Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or of its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 23.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against the 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 /or 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.
- 23.5 Except as otherwise expressly provided, neither the 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 the Contractor and/or its servants, agents, nominees, assignees, Contractor and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 23.6 Neither the 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 the Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend indemnify and hold harmless the Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 23.7 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, sub-contractors when such loss or damage or liabilities arises out of or inconnection with the performance of the Contract.
- 23.8 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, the Contractor and sub-contractors for injury to, illness or death of any employee of the Company and/or 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.
- 24.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the

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contrary, except only in cases of wilful misconduct and/or criminal acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- (c) The Company shall indemnify and keep indemnified the Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

25.0 **INDEMNITY AGREEMENT:**



25.1 Except as provided hereof the Contractor agrees to protect, defend, indemnify and hold the 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 the 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.

25.2 Except as provided hereof the Company agrees to protect, defend, indemnify and hold the 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 the 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.

26.0 **INDEMNITY APPLICATION:**The indemnities given herein above, whether given by the Company or the 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.

27.0 **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).

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

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- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by the Contractor.
- d) Claims by sub-contractor of the Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of the Contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc.
- f) Failure of the Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery from the work site.
- g) Damage to another contractor's man and materials working for the Company.
- h) All claims against the Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by the Contractor to fully reimburse the Company under any of the indemnification provisions of this Contract. If, during the progress of the work the Contractor shall allow any indebtedness to accrue for which the Company, under any circumstances in the opinion of the Company may be primarily or contingently liable or ultimately responsible and the Contractor shall, within five days after demand is made by the Company, fail to pay and discharge such indebtedness, then the Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to the Contractor, a sum equal to the amount of such unpaid indebtedness. Failure of the Contractor to pay the cost of removal of unnecessary materials, tools, or machinery from the work site.

Withholding will also be effected on account of the following: -

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

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withheld.



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 the Contractor.

29.0 **APPLICABLE LAW:**



29.1 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.

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

- a) The Mines Act - as applicable to safety and employment conditions



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- b) The Minimum Wages Act, 1948
 - c) The Oil Mines Regulations Act, 1984
 - d) The Workmen's Compensation Act, 1923
 - e) The Payment of Wages Act, 1963
 - f) The Payment of Bonus Act., 1965
 - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
 - h) The Employees Pension Scheme, 1995
 - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
 - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - k) GST Act
 - l) Customs & Excise Act & Rules
 - n) Environment Protection Act
 - o) Public Liability Act
- 29.3 The Contractor shall not make the 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.
- 30.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said services requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said information, or give out to any third person information in connection therewith.
- 31.0 **SUBSEQUENTLY ENACTED LAWS:**
- 31.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased/decreased cost of the works under the Contract through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company/Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the courts wherever levy of such taxes/duties are disputed by Company/Contractor.
- 31.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the Contractor. However, any

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decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion/mobilization date will be to Company's account.

- 31.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 31.4 Notwithstanding the provision contained in clause 31.1 to 31.2 above, the Company shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by Contractor, his sub-contractor / sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, Contractors, agents etc. of the Contractor.
- 31.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the Contractor is liable to provide following disclosure to Company:
- i. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.
- 32.0 **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.
- 33.0 **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.
- 34.0 **CONSEQUENTIAL DAMAGE:** 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.

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35.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

- 35.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.
- 35.1.1 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.
- 35.2 **MANNER OF PAYMENT:** All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Bidder's account.
- 35.3 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.
- 35.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 35.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.
- 35.6 Contractor will submit 03 (Three) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 35.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 35.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 35.3 above.
- 35.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 35.10 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:



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- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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



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

END OF SECTION – I OF PART III
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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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**PART-3 Section II
Schedule of Work (SOW)**

SCOPE OF WORK & TECHNICAL SPECIFICATION



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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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**Topographical, Geotechnical, Hydrography & Hydrological Survey works for Natural Gas
Pipeline From Baghjan To CGGC Madhuban and Other Associated Facilities**

SCOPE OF WORK

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1.0 PROJECT DESCRIPTION

- 1.1 M/s OIL INDIA LIMITED, Duliajan, Assam proposes to lay 30 inch dia natural gas pipeline from Baghjan to CGGS Madhuban via Makum in existing corridor of 18 M in which already two pipelines are laid. MECON LIMITED is appointed as Consultant for rendering Engineering and Project Management Services. In this regard, work is already underway for developing a detailed ROW map identifying the existing pipelines in the ROW & Detailed Route Survey of the proposed Natural Gas Pipeline and other associated facilities. For the purpose of gathering Engineering data for design, Topographical & Geotechnical investigation for Plots and Water bodies & Hydrographical and Hydrological Investigation of Water Bodies Crossings is proposed.

1.1.1 General Scope

- Ib. Hydrological & Hydrographical Survey of Water bodies including Geotechnical Investigation.
- Iib. Topo Graphical Survey of Plots including Geotechnical Investigation

2.0 OBJECTIVE

- a) Study of historical data and undertake hydrological and hydrographic survey along with geotechnical investigations for the major water bodies coming across the route.
- b) Survey of plots for end/intermediate stations including Geotechnical Investigation.



3.0 SCOPE OF WORK

- 3.1 The scope of work of Contractor specified in this document shall include, but not limited to the following. In case of conflict of this document with enclosed standard specifications, requirements mentioned in this document shall be governing.

Carrying out Topographical Survey of Plots etc. in accordance with enclosed technical specifications.

Carrying out Geotechnical Investigation etc. in accordance with enclosed technical specifications.

Collection of Historical data of major water bodies/ Rivers along the pipeline route.

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Carrying out Hydrological and Hydrographic survey of major rivers, canals and water bodies as per enclosed technical specification and record the scouring patterns and calculate the scour depths at the location of the crossings.

Carrying out Geotechnical Investigation of River Crossings in accordance with enclosed technical specifications.

3.2 SPECIFIC REQUIREMENTS

- 3.2.1 Collection of Historical data of major water bodies/ Rivers along the pipeline route.
- 3.2.2 Carrying out Hydrological and Hydrographic survey of major rivers, canals and water bodies as per enclosed technical specification and record the scouring patterns and calculate the scour depths at the location of the crossings.
- 3.2.3 Carrying out Topographical Survey of Plots, Geotechnical Investigation etc. in accordance with enclosed technical specifications
- 3.2.4 Carrying out Geotechnical Investigation of River Crossings in accordance with enclosed technical specifications.



Note: Any defects noticed in above information shall attract penalties.

3.3 TOPOGRAPHICAL & GEOTECHNICAL SURVEY

- 3.2.1 Carrying out Topographic and Geo-Technical survey for terminal/intermediate plot Locations or any other plot along with their approaches and showing all existing features, levels, existing service lines, encroachments etc. and conducting borehole investigations upto 10 meter depth along with soil sample collection, conducting field investigations and tests at the locations to be shown by OIL/ MECON. The location of Bore hole shall be decided in consultation with MECON/OIL.

3.3 OTHER CONSIDERATIONS

- 3.4.1 The detailed survey to ensure:
 - Connectivity with adjoining surveys.
 - Geocoding/ geo-referencing be done and closing of surveys at both the ends.

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- Preparation and compliance to an approved Quality Assurance Plan.
- All deliverables to be submitted in the format, scale and quantities as per specification.



3.4.2 The scope of work shall also include any other item/work required to complete the work in all respects as per specifications, drawings and instructions of OIL/MECON whether specifically mentioned herein or not, but is required to fulfil the intended purpose of this tender document.

4.0 CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall provide all qualified skilled/ unskilled personnel to carry out the entire job, all surveying and other equipment, tools, tackles and other necessary materials and facilities required to complete the job to the entire satisfaction of the OIL/MECON.
- 4.2 Surveyor shall also be responsible for arranging, acquiring all data, access, permissions and other activities/ services required for and or incidental to performing the work tendered. For use of GPS/DGPS and other electronic equipment – the necessary permissions from the competent authority shall be Contractor's responsibility.
- 4.3 Location of Survey of India Bench marks and determination of their values including tying-in of proposed pipelines profile to the same shall also be Contractor's responsibility.
- 4.4 Contractor shall be responsible for settling all compensation and disputes arising out of any damages caused by him or his workmen during the execution of work
- 4.5 Contractor shall submit adequate number of Geo-Tagged photographs along the final route in Soft-Copies.

5.0 CONTRACTOR'S SCOPE OF SUPPLY

- 5.1 OIL/MECON shall not supply any material, manpower or equipment for the tendered work.
- 5.2 The procurement and mobilization / supply in sequence and at appropriate time all equipment, data, skills, accessories, materials, softwares, hardwares and consumables etc. required for completion of all work covered under this contract shall be entirely the responsibility of the Contractor.

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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5.3 All positioning system, survey equipment(GPS,DGPS, Auto Levels, EDM, Total Station, etc.), softwares & hardwares, office equipment, operating personnel including travel, cost of operator, their lodging and boarding, local transport, transporation of equipment to and fro, surface transport, insurance, any other item required to complete the work as per the requirement of this Tender Document and directions of OIL/MECON shall be supplied/arranged by the Surveyor at his cost without any liability on the part of OIL/MECON. All licences authorisation/levies/charges for connectivity with Satelites shall be surveyors responsibility.

5.4 Adequate number of Soft copies of site photographs.

5.5 List of Equipment / Manpower to be deployed (Minimum)

A. Equipment

- | | |
|---|----------------------|
| 1. Total Station | - 2 Nos. |
| 2. DGPS with Rover Station | - 1 No. |
| 3. Level Instrument | - 2 Nos. |
| 4. Augor / Boring M/c | - 2 Nos |
| 5. Drilling Machines | - 2 Nos |
| 6. Survey Boat (Owned / Hired) | - 1 Nos |
| 7. Positioning System | - 2 Nos |
| 8. Echo Sounder | - 2 Nos |
| 9. Floating Platform | - 1 Nos |
| 10. Auto Cad Release 2014 or above | - Minimum two set |
| 11. Adequate Computer, Infrastructures with PC's, Plotters etc. | - As per Requirement |



B. Manpower

1. Engineer / Supervisor – 2 Nos
2. Geologist -1 No.
3. Surveyor – 4 Nos.
4. Draftsman and Labour – As per requirement

Note : The above list of manpower / Equipment is minimum and shall be increased if desired by MECON / OIL for meeting the time schedule.

5.6 Organisation chart and work execution plan.

5.7 All the information listed in various clauses of specifications.

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6.0 LIST OF ATTACHMENTS

6.1 SPECIFICATIONS

ANNEXURE – IB : SPECIFICATION FOR SOIL INVESTIGATION & HYDROGRAPHIC INVESTIGATION FOR MAJOR WATER CROSSINGS



ANNEXURE – IIB : SPECIFICATION FOR TOPOGRAPHICAL & GEOTECHNICAL INVESTIGATION OF PLOTS

7 DOCUMENT/DATA SUBMISSION

- 7.1 Contents and presentation of survey data/ records shall be reviewed / approved by OIL/MECON in the initial stage on sample drawings/documents to be prepared by the Surveyor. The Surveyor shall incorporate all comments/ suggestions given by OIL/MECON and prepare all documents accordingly.
- 7.2 Two sets of paper copy of completed drawings/ data/ documents shall be submitted by the Contractor for OIL/MECON's review in the form of draft report. Comments, if any, shall be incorporated by the Surveyor. This report can be demanded in parts and in different phases as per discretion of OIL/MECON.
- 7.3 All drawings, reports, formats, etc. forming the part of submission to OIL/MECON shall be prepared on approved computer package. All drawings, including, but not limited to alignment sheets, crossing drawings, soil profiles etc. shall be prepared using AutoCAD 2014 or higher version. All reports, formats, write-ups, charts shall be prepared on computer using software package compatible with MS Office 2013 or higher version.
- 7.4 Final drawings/data/documents, after incorporation of comments by Surveyor, shall be submitted to OIL/MECON in the following number of copies.

DRAFT REPORT



- | | | | |
|----|--|---|--|
| a) | Drawings (Crossing Drgs. Topographical Drawings etc) | - | Two paper copies in colour, one copy on PEN Drive |
| c) | Geo- technical investigation Report | - | Two paper copies and one copy on PEN Drive |
| d) | Other Reports and Records | - | Two paper copies and one copy on PEN Drive |

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FINAL REPORT

- | | | | |
|----|--|---|--|
| a) | Drawings (Crossing Drgs. Topographical Drawings etc) | - | Two paper copies in colour, one copy on PEN Drive |
| c) | Geo- technical investigation Report | - | Two paper copies and one copy on PEN Drive |
| d) | Other Reports and Records | - | Two paper copies and one copy on PEN Drive |

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ANNEXURE – IB

SPECIFICATION FOR GEO-TECHNICAL INVESTIGATION & HYDROGRAPHIC INVESTIGATION FOR WATER CROSSINGS

- 1.0 INTRODUCTION
- 2.0 OBJECTIVE
- 3.0 SCOPE OF WORK
- 4.0 INSPECTION OF WORK
- 5.0 SITE CLEANING AND RESTORATION



Part – I TECHNICAL SPECIFICATIONS FOR SOIL INVESTIGATION

- 1.0 SPECIAL INSTRUCTION
- 2.0 TECHNICAL SPECIFICATION OF WORK
- 3.0 REPORT

Part – II TECHNICAL SPECIFICATION FOR HYDROGRAPHIC INVESTIGATION

- 1.0 SCOPE
- 2.0 EQUIPMENT
- 3.0 PERSONNEL
- 4.0 REQUIREMENTS & METHODOLOGY
- 5.0 OBLIGATIONS OF CONTRACTOR
- 6.0** REPORT

LIST OF INDIAN STANDARDS REFERRED

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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1.0 **INTRODUCTION**

This specification deals with detailed hydrographic survey and collection of Geo-technical parameters including soil investigation proposed to be carried out for major Water bodies and river-crossings.

The number of bore hole to be drilled is decided on the basis of Category of river/water bodies. However, the number of boreholes and depth of borehole shall be as specified in the Scope of Works / mentioned elsewhere in the tender document

2.0 **OBJECTIVE**

The objective of Hydrographic investigation is to obtain river bed profile, nature of bed material and hydrographic data. The purpose of obtaining this data is to establish accurate bed profiles, to map surface features in the river crossing and to obtain scour profiles at crossing location.

Similarly, the requirement of soil investigation is to develop various soil parameters for calculation of scour depth and deciding methodology for installation of underground pipeline.

3.0 **SCOPE OF WORK**

Depending upon the bank to bank width of river / water body the scope of work shall be decided in consultation with the Engineer-in-Charge:



3.1 **Soil Investigation**

The work comprises, but not limited to the following:

- a) Bore Holes of 5m to 25m deep (or as specified) below GL (As per the details given elsewhere in this tender). The depth of Bore hole can increase / decrease as per the directive of OIL / MECON.
- b) Standard Penetration tests and collections of disturbed and undisturbed soil sample from bore holes at every 1.5m interval and change of strata.
- c) Recording of ground water level
- d) Laboratory tests on soil samples and water samples collected as per technical Specifications.
- e) Submission of draft report in 2 sets and final report in 4 sets.

3.1.1 **Requirement**

The work shall be carried out in line with the relevant clauses of the attached technical specification. For boring in water, suitable arrangement shall be made by CONTRACTOR. Borehole shall be measured from bed levels of rivers / major water bodies /GL.

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3.2 Hydrographic Investigations

The scope of work for hydrological investigations shall be as follows or as directed by Engineer-in-charge.

- i) To carry out hydrographic surveys in river/ major water bodies crossings along the proposed pipeline routes.
- ii) To collect, store, transport and analyze river / major water bodies bed samples as specified.
- iii) To process all the survey data in order to establish accurate bed profiles, surface features both dry bed as well as under water areas.
- iv) To assess geological and geotechnical nature of the material in the close vicinity of the proposed pipeline crossing.
- v) To obtain scour profile at pipeline crossing location for the river.



3.2.1 Scope of work for hydrographic investigation work comprises of the following: -

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| a) | River Bank Grid Survey | - | As per Technical Specifications attached |
| b) | Historical data collection on HFL/LWL Regime, flood discharge data, silt factor, river course migration susceptibility etc. | - | As available from authentic sources / local enquiry |
| c) | Determination of scour depth | - | From the grain size distribution on the basis of results of exploratory boreholes |
| d) | Submission of Report incorporating field data, laboratory reports/ results, calculations and recommendations | - | A draft report in 3 sets and final report in 6 sets shall be submitted by contractor. The reports shall include a write-up on proposed methodology for river crossing |

The work shall be carried out in line with the relevant clauses of the attached Technical Specification for hydrographic investigation (Part-II).



4.0 INSPECTION OF WORK

- 4.1 The work is subject to inspection/ supervision at all times by the Engineer-in-charge. The Contractor shall follow all instructions given during inspection and shall ensure that the work is being carried out according to technical specifications, the technical documents and the relevant codes of practice.
- 4.2 All the survey details collected by the Contractor shall be furnished to OIL/ MECON in the form of a survey report.

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5.0 **SITE CLEANING AND RESTORATION**

- 5.1 The contractor shall take care for cleaning the area from time to time for easy access to work site and also from safety point of view.
- 5.2 Working site should be kept cleaned and ground restoration shall be up to the entire satisfaction of the Engineer-in-charge.
- 5.3 All Bore holes / pits in shall be backfilled. Boreholes shall be backfilled using bentonite - cement grout in ratio of 1 to 1 by weight and shall be made into slurry with no more water than necessary for placing the slurry in the borehole. In case of standing water in boreholes, same shall be dewatered before placing the mix. Responsibility for proper closing of bore hole shall lie fully on contractor and any consequences in case of accident for not closing the bore hole shall be on the part of the contractor

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Part - I

TECHNICAL SPECIFICATIONS FOR SOIL INVESTIGATION

1.0 SPECIAL INSTRUCTION

- 1.1 Each boring and field test shall be conducted under the direct supervision of a qualified and experienced engineer. The bore hole locations shall first be fixed at site with reference to a permanent reference point. A report incorporating all field observation test findings and recommendations for foundations at different depth with allowable settlements shall be submitted.
- 1.2 All data/information's including any unusual data/ information obtained during the execution of the work shall be immediately brought to the notice of OIL/ MECON.
- 1.3 Survey and leveling work for establishing location and levels of bore holes and the contractor shall carry out other exploratory work. However, reference point/ lines will be provided by OIL/ MECON to successful bidder for carrying out such work. Depending on site condition, the locations and nos. of test can be altered at site, if found necessary by OIL/ MECON.
- 1.4 All field investigations, laboratory tests and reports etc., shall be done in accordance with the latest relevant Indian Standard Codes.



2.0 TECHNICAL SPECIFICATION OF WORK

2.1 Field Investigation and Test

2.1.1 Exploratory bore holes and core drilling

a) BY SHELL & AUGER

All bore holes shall be of minimum 150mm in diameter. The exploratory work at site shall be carried out using shell and auger equipment. The boreholes shall be terminated at a depth, whenever with chiseling and subsequent cleaning with bailer, the bore hole cannot be advanced more than 300mm in one hour. The casing shall be extended upto a maximum depth which could be possible as per site conditions. No bentonite mud shall be used to advance boring. Chiseling shall be carried out with minimum 0.5mm tonne cross type chisel falling from a height of 2.0m. Chiseling and cleaning with bailer shall be done alternately, each operating from 5 to 10 minutes. Refusal to chiseling shall be considered after one hour of chiseling or when progress is less than 30 cms. for each 200 drops, whichever is later. The bore holes thereafter shall be extended by core drilling method using Nx size drilling bits until 50% core recovery is achieved. Cores shall be properly preserved in core boxes and shall be handed over to OIL/

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MECON, if required. Whenever clay or other soft material is interspersed in rocky strata, the drilling shall continue deeper into rock to ascertain such formation. Disturbed samples from boring shall be collected at every 2.0m or change in stratum and representative samples placed systematically for proper logging of the strata. The existing ground level shall be marked. Proper logging shall be done with description of different strata encountered with their reduced levels. (Profile of the different strata shall be plotted joining all adjacent boreholes apart from individual boreholes. All bore holes after completion of work shall immediately be filled in with a mixture of bentonite slurry and clay sand mixture).

b) **BY MUD CIRCULATION DRILLING**

In case the site conditions require the bore drilling shall be employed using Mud circulation method. It should be adopted in all type of soils. Minimum dia of bore holes shall be 150mm if the rate of progress of boring in hard strata is observed to be slow (Not more than 20 cm in two hours) contractor may be permitted to adopt core drilling with Nx size bit. However, the bit for core drilling shall be with double tube core barrel and this core drilling operation shall be at no extra cost to the owner so long as to core recovery is less than 25%. Commencement of rock coring shall be considered at a depth below which the core recovery is min 25%. For rock strata encountered having RDQ 50% diamond head of Nx size drilling bits shall be used.

Termination of bore holes shall be as indicated below. Max length cored in rock shall be limited to 10 x Nx if rock available within 2.0m from the Bed/GL level. Length of rock coring will decrease linearly.



2.1.2 **Depth of Bore holes**

2.1.2.1 Depths indicated for bore holes or trial pits or any other depth correspond to the depth from general ground level unless otherwise specified.

2.1.2.2 Boring shall be done to a minimum depth of 10m and upto 25 meter or as specified in the tender documents or as instructed by the Engineering-In-charge from the ground level / River / major water bodies Bed level of each location and the location shall be marked in the drawing (The depth of Bore hole may increase / decrease as per the directive of OIL/ MECON).

2.1.3 **Sampling**

In cohesive and semi cohesive soils, undisturbed samples conforming to IS:2132 shall be taken using open tube samples with an area ratio of less than 15% so as to obtain a core of sample of 100mm diameters and 450mm long at every change in stratum or at intervals of 1.5 metre whichever is less. The tube shall be properly marked and the ends of the sample tube shall be sealed properly with wax of thickness not less than 25mm and

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capped properly immediately after the sample is recovered from the bore holes to ensure no loss of moisture with time while retained in the tube. Sample tubes shall be immediately shifted to the laboratory for testing.

2.1.4 **Disturbed samples**

Representative disturbed samples obtained from boring at every staggered 1.5m interval in depth and change in stratum shall be placed in suitable jars labeled properly for onward transmission to the laboratory. These samples shall be sent to the laboratory immediately after the boring is completed. All SPT samples shall also be similarly preserved.

2.1.5 **Standing Ground Water Level**

Records shall be maintained of the level at which water is struck and the level of any rapid inflow shall also be recorded. On reaching such level the borehole shall be left open for a period of two hours to observe the rise of water in the casing. Bore hole can be continued, thereafter, up to the end of the day. The level of water in the casing at the end of the day and at the beginning of the next day shall be recorded properly. For studying the ground water table no drilling mud will be permitted for stabilizing the hole.

2.2 **Laboratory Tests**



2.2.1 Introduction

Laboratory tests shall be conducted on selected samples collected from site to establish the physical and chemical properties of soil. Following tests shall be done as appropriate in accordance with latest relevant Indian code of practice.

- i) Natural moisture content
- ii) Void ratio
- iii) Liquid, Plastic and Shrinkage limits
- iv) Specific gravity
- v) Dry density and Bulk density
- vi) Cohesion and Angle of internal friction
- vii) Particle size analysis
- viii) Identification of core
- ix) Chemical properties of the soil and subsoil water

2.2.2 Atterberg Limits

Liquid and plastic limit test shall be conducted on all cohesive soils for classification purposes and for predicting engineering properties. The results of limits tests shall be plotted on the plasticity chart of A. Casagrande. Shrinkage limit shall also be determined for half of the soil samples.

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2.2.3 Particle Size Analysis

Particle size analysis shall be done on all clayey and sandy samples. Both sieve and hydrometric Analysis shall be conducted and gradation curves shall be plotted to show the Particle size distribution.

2.2.4 Shear Tests

Shear tests shall be conducted on the un-disturbed samples. The cohesion value and angle of internal friction are to be determined by Mohr's circle method.

2.2.5 Specific gravity and Bulk density

These shall be determined as per standard procedure.



2.2.6 Standard Penetration Tests

Standard Penetration Tests shall be conducted as per IS Specification in bore hole nos. as specified. These shall be conducted at interval of 1.5m starting first test of 0.5 metre depth below existing ground level. The disturbed representative samples shall be visually classified, labeled for identification and properly preserved for laboratory testing.

3.0 **REPORT**



Brief report as per standard specification shall be prepared and submitted to OIL/ MECON as soon as the field and laboratory works are completed in a draft form for review and comments. All the information as mentioned below shall be furnished in the draft copy of final report. After reviewing, contractor shall be informed about comments/ remarks, if any, the same shall be incorporated. The report shall also include but not limited to following: -

1. A drawing of the river/ water body crossing showing in plan, the spot levels and contours along with all the locations of boreholes for geo-tech investigation with respect to the bank edges and the proposed pipeline route and a cross section showing river bed profile along the proposed pipeline route with underlying soil characterization.
2. General geological information of the site.
3. Procedure of investigation and method of various testing adopted.
4. Detailed bore-logs indicating co-ordinates, reduced level, ground water table etc., subsoil section along various profiles indicating boreholes nos. depth wise in situ tests like SPT.
5. All field and laboratory test results shall be plotted against depth and also in tabular form.
6. Summary of results obtained from various tests and their interpretation to evaluate various soil parameters.

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7. Silt factor for scourable soil strata, borehole and depth wise shall be furnished in a tabular form.
8. Stable slope near bank both in natural as well as excavated states.
9. Longitudinal lateral friction co-efficient between pipeline and soil.
10. Stable trench slope along the width of the river through.
11. Proposal on the type of foundation for underground pipeline and methodology for river crossing.
12. Anti-buoyancy measures at specified locations.
13. Presence of high levels of chlorides, sulphates and other chemically aggressive elements in soils shall be reported and protective measures suggested.
14. All data be digitised and supported with photographs.
15. All disturbed, Undisturbed & Rock samples shall be logged and marked and stored in appropriate sized wooden boxes and submitted at location designated by OIL for storage.

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Part - II

TECHNICAL SPECIFICATION FOR HYDROGRAPHIC INVESTIGATION

1.0 SCOPE

These specifications cover the Technical requirement and procedure for Hydrographic and Topographic Survey of River/major water bodies.

2.0 EQUIPMENT

The Contractor shall provide boats and all equipment required for carrying out the survey works. Details of the boats and survey equipment including specifications along with relevant certificates of the equipment to be mobilized for carrying out the survey works shall be submitted by the Contractor. Before setting out for survey mobilisation status shall be indicated.

2.1 Small Survey Boat

The Contractor shall mobilize a suitable survey boat/ floating Platform equipped with dual-frequency echo-sounder for conducting sounding surveys in the river.

2.2 Survey Equipment

A dual-frequency precision echo-sounder/sounding poles, distomats, theodolites, sextants, masts, levels etc., as needed for the land and river survey shall be mobilized.



2.3 Grab/ bed Materials Samples

The Contractor shall provide suitable equipment such as grab or push sampler to sample the bed material.

3.0 PERSONNEL

The Contractor shall provide necessary experienced personnel for operation of the survey equipment and for conducting field surveys.

The Contractor shall provide qualified personnel with relevant experience to collect and assess hydraulic and sedimentological parameters.

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4.0 **REQUIREMENTS & METHODOLOGY**

4.1 **River / Major Water Bodies Surveys**

Bank grid survey of the river / major water bodies bed shall be carried out upto 50 mtrs. on either side of the proposed pipe alignment in a grid with the centerline along the proposed alignment. The wing lines shall be located at 10m intervals on either side of the proposed pipe line alignment. Cross lines (along the river) shall be run at every 5m intervals. The dry bed shall be surveyed upto HFL on either side and spot levels shall be taken at 5m intervals. Closer spot levels may be taken whenever a change occurs. However, the exact location and number of wing lines shall be decided by Engineer-in-charge at site depending on the site conditions at the time of survey.

Contractor shall assess change in river bed slope upto 200m on either side of the pipeline crossing. The Contractor shall collect all ground data/features on either side of pipe line.

All levels shall be referred to M.S.L.

Fixing the transit marks and using sextant angles shall carry out positioning of the survey boat.

4.2 **Historical Data Collection**

Contractor shall collect/obtain the HFL and other hydrological data for river crossing site from the local/ regional agencies such as CWC, Department of Irrigation Drainage Works; Flood Control Authority, PWD etc. The data shall be collected for the nearest available gauge station irrigation and/ or drainage head works for past twenty-five years.



- Contractor shall provide all the necessary back-up calculations/ details for the estimated hydrological data at the point of interest.
- Contractor shall provide detailed methodology and procedures for field works, data collection and computations of hydrological parameters with/ without availability of historic data.

4.3 **Equipment Calibration**

Contractor shall carry out calibration/ checks/ trails of all the survey equipment in the field and obtain necessary approvals for the start of operations from Engineer-in-charge.

5.0 **OBLIGATIONS OF CONTRACTOR**

- ##### 5.1
- Engineer-in-charge shall monitor survey procedures, data quality, preparation of charts and drawings. Contractor shall repeat the work that has not been certified and accepted by the Engineer-in-charge to obtain acceptable quality.

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- 5.2 Contractor shall obtain completion certificate from the Engineer-in-charge after completion of all the field works required as per the scope of work. Completion Certificate shall be issued to the Contractor only after collections/ obtaining data of acceptable quality.
- 5.3 OIL/ MECON's representative shall be informed of the progress of survey at specified locations. Contractor shall provide necessary facilities to access the data collected at site/ base. The owner's representative shall have access to all the data collected during surveys. All the details regarding positioning, methodology of surveys, equipment deployment shall be provided to the Engineer-in-charge.
- 5.4 In case of any follow-up field work is required to incorporate comment/ suggestions made by OIL/ MECON on the survey documents submitted by the Contractor in order to meet technical requirements, the same shall be carried out by the contractor.
- 5.5 Contractor shall provide the following documentation:
- Details including specification of all equipment, survey boats, personnel etc.,
- 5.6 OIL/ MECON shall not accept any liability towards loss/ damage of any equipment/ boat/minor/major injuries including fatal accidents of any personnel etc. during course of investigations.
- 5.7 OIL/MECON will not collect the data for the Contractor from the regulatory agencies nor provide any information regarding place of availability or the procedure to go about the data collection. However, the owner shall provide to the Contractor any letters of clarifications/ projects details addressed to the agency. Entire data collection is the responsibility of the Contractor.

6.0 REPORT



Preliminary Report

The Contractor shall submit within a week of completion of surveys a preliminary report. This report should include:

- a) A summary of all work carried out by the Contractor including location of areas covered.
- b) Track charts of the boat and the grid points of the surveys carried out.
- c) Co-ordinates of the shore control station need for positioning the boat.

6.1 Final Report

Detailed report shall be prepared as per specification in addition to the following specific requirement.



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|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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The report should consist of:

- a) Details of the field surveys
- b) Final track charts
- c) Geological and morphological features
- d) Cross-sectional details each river / major water bodies bed along with the profiles across and along the river major water bodies bed.
- e) The grain size distribution curves of the soil samples collected from the river / Major water bodies bed including data of sampling, locations etc.
- f) Hydrological data such as HFL for each river / major water bodies crossing site, based on the past data. The details of the basis of the data presented shall also be furnished i.e. details of the data from agencies and methods of computation.
- g) The historical local data available for any bank erosion, scour observed at nearby bridges etc. change in the river course including the source of the data.
- h) Scour profile of the riverbed along the pipeline crossing along with scour calculations.
- i) Analysis of pipeline depth and buoyancy calculations for a 16" Dia. Carbon Steel Pipeline.
- j) All the working drawings shall be in 1:500 scale or as specified by the Engineer-in-charge.
- k) Proposal for anti-buoyancy measures.
- l) Proposal for chemical protection of the pipeline.
- m)

LIST OF INDIAN STANDARDS REFERRED



| | | |
|----|-------------------|--|
| 1 | IS: 1498 | Classification and Identification of Soils for General Engineering Purposes. |
| 2 | IS: 1888 | Method of Load Tests on Soils. |
| 3 | IS: 1892 | Code of practice for Site Investigations for Foundations. |
| 4 | IS: 2131 | Method for Standard Penetration Test for Soils. |
| 5 | IS: 2132 | Code of Practice for Thin Walled Tube Sampling of Soils. |
| 6 | IS: 2720 | Method of Test of Soils (Relevant Parts) |
| 7 | IS: 4434 | Code of practice for In Situ Vane Shear Test for Soils. |
| 8 | IS: 4968-Part-I | Method for subsurface sounding for soils – Dynamic Method Using Cone without Bentonite Slurry. |
| 9 | IS: 4968-Part-II | Method for subsurface sounding for soils – Dynamic Method Using Cone and Bentonite Slurry. |
| 10 | IS: 4968-Part-III | Method for subsurface sounding for soils static cone penetration test. |
| 11 | IS: 5249 | Method of Tests for Determination of In situ Dynamic Properties of Soils. |

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|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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Crossing Description



| Sr. No | Crossing Description | Width of Crossing (m) | No. of B. Holes | | Depth of B. Hole | | Total Depth of B. Holes | |
|-----------|-------------------------|--------------------------------|-----------------|--------------------|---------------------|--------------------|----------------------------|--------------------|
| | | | Inside | Side of Bank | Inside | Side of Bank | Inside | Side of Bank |
| 1 | River Crossing 1 | 200 | 2 | 4 | 25 | 15 | 50 | 60 |
| 2 | River Crossing 2 | 30 | 1 | 2 | 25 | 15 | 25 | 30 |
| Total | | | 3 | 6 | | | 75 | 90 |

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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ANNEXURE – IIB

**TECHNICAL SPECIFICATION FOR
TOPOGRAPHICAL AND GEO-TECHNICAL SURVEY
FOR TERMINALS AND PLOTS**

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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TOPOGRAPHIC SURVEY & SOIL INVESTIGATION

01.0 GENERAL

01.01 This Technical Specification deals with the Topographical and Geo-technical Survey work for development of Terminals /SV Stations for natural Gas pipe line from Baghjan to CGGC Madhuban.

01.02 The plan for Topographical and Geo-technical Survey is drawn with a view to obtain sufficient data regarding the engineering properties of soil supporting the foundation for buildings, equipment and structures; and to plan the various facilities.

GEO-TECHNICAL SURVEY

02.0 SCOPE OF WORK

02.01 Soil Investigation

The scope of services of the contractor for undertaking soil investigation work shall cover all the work connected with soil exploration program at the proposed Terminal/SV plots including the setting out of locations of the various exploration points from reference point, conducting all field investigations at site, collection of soil and water samples, field and laboratory tests and submission of final report in 4 (Four) copies.

All field investigation, laboratory tests and reports etc. shall be done in accordance with the latest relevant Indian Standard Codes.



03.0 TECHNICAL SPECIFICATIONS OF WORK

The details to be covered in the contract work shall include the following :

03.01 Soil Investigation Work

03.01.01 Field Investigation and Test

This specification deals with Field Investigation/ tests and laboratory tests involved in ascertaining soil stratification & engineering properties of the soil at proposed project site.

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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The field investigations/ tests comprise of the following:-

Exploratory Bore Holes

There shall be One / two boreholes at specified Terminal /SV plot. The location of these shall be indicated by GAIL/MECON before commencement of field activities. The location and number of these bore holes can be altered at site, if found necessary by GAIL/MECON. All bore holes shall be of 150 mm diameter and shall be sunk into soil to a depth of 10m or upto refusal strata, whichever is earlier.

The exploratory work at site shall be carried out by using shell and auger equipment.



Disturbed samples for boring shall be collected every 1.5m or change in stratum and representative samples placed systematically for proper logging of the strata. The existing ground level shall be marked in terms of RL. Proper logging shall be done with description of different strata encountered with their reduced levels. All boreholes after completion of work shall immediately be filled in with a mixture of bentonite slurry and clay-sand mixture.

Undisturbed Sampling

In cohesive and semi-cohesive soils, undisturbed samples conforming to IS:2132 shall be taken using open tube samples with an area ratio of less than 15% so as to obtain a core of samples of 100mm diameters and 450mm long at every change in stratum or at intervals of 1.5m whichever is less. The tubes shall be marked and the ends of the sample tube shall be sealed properly with wax of thickness not less than 25mm and capped properly immediately after the sample is recovered from the boreholes to ensure no loss of moisture with time while retained in the tube. Sample tubes shall be immediately shifted to the laboratory for testing.

Standard Penetration Test (SPT)

The S.P.T. shall be performed at the base of boreholes as per IS:2131 with the first test at a depth of 0.5 m and thereafter at every change in stratum or at intervals of 1.5 metre whichever is less in both cohesive and non-cohesive soil. The S.P.T. shall also be conducted at termination depth of Borehole. Test may also be required to be carried out in compact sand which in normal terminology will be refusal strata. No. of blows required to penetrate every 150mm shall be recorded in case of normal sand, silt or clay as per IS:2131. In case of dense/ hard stratum, the penetration (in mm) for every 20 blows per test shall be recorded. All these field records are to be submitted along with bore logs.

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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Bent rods and damaged/ defective nipples shall not be used for the test and shall be replaced immediately by proper ones. Centering spacers shall be used at every 6 meters or at smaller intervals in depths to reduce the effect of whipping of rods. Samples collected in process of conducting S.P.T. shall be preserved as disturbed sample. Graphs shall be drawn for each penetration test. Collection of undisturbed samples and conducting S.P.T. tests will be done alternatively.

Disturbed Samples

Representative disturbed samples obtained from boring at every 1.5 metre interval in depth or change in stratum shall be placed in suitable jars labeled properly for onward transmission to the laboratory. These samples shall be sent to the laboratory immediately after the boring is complete. All S.P.T. samples shall also be similarly preserved.

Standing Ground Water Level



Records shall be maintained of the level at which water is struck and the level of any rapid in flow shall also be recorded. On reaching such level the borehole shall be left open for a period of two hours to observe the rise of water in the casing. Boreholes can be continued thereafter, upto the end of the day. The level of the water in the casing at the end of the day and at the beginning of the next day shall be recorded properly. For studying the ground water table no drilling mud will be permitted for stabilising the hole.

03.01.02

Laboratory Tests

Laboratory tests shall be conducted on selected samples collected from site to establish the physical and chemical properties of soil. Following tests shall be done as appropriate in accordance with latest relevant Indian code of Practice.

- i) Natural moisture content
- ii) Void ratio
- iii) Liquid plastic and shrinkage limits
- iv) Specific gravity
- v) Dry density and bulk density
- vi) Direct Shear test
- vii) Consolidation/ swelling test
- viii) Particle size analysis
- ix) Triaxial test (undrained quick test)
- x) Test on core samples
- xi) Chemical properties of the soil & sub-soil water
- xii) CBR test

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Atterberg Limits

Liquid and plastic limit tests shall be conducted on all cohesive soils for classification purposes and for predicting engineering properties. The results of limit tests shall be plotted on the plasticity chart of A. Cassagrande. Shrinkage limit shall also be determined for a few soil samples.

Particle Size Analysis

Particle size analysis shall be done on all clayey and sandy samples. Both sieve and hydrometric analysis shall be conducted and gradation curves shall be plotted to show the particle size distribution.

Shear Tests

Shear tests shall be conducted on the undisturbed samples. A few unconfined compression tests shall be conducted on clayey samples but the majority of clayey samples in undrained condition shall be subjected to triaxial tests. The cohesion values and angle of internal friction are to be determined either by Mohr's circle or by any other method.

Particular attention shall be paid for conducting triaxial tests, each of which shall be done on a minimum of 3 specimens. Specimens shall be prepared by trimming and not by pushing small tube in a large tube.

Consolidation Tests



A few consolidation tests shall be carried out on undisturbed samples of clayey soil, to estimate the settlement of foundation from "e-log p" curves, compression index - C_c and co-efficient of consolidation – C_u. Consolidation test shall be done in manner that will not allow the sample to swell.

Swelling Test

For soils of expansive nature, swelling tests on a few samples shall be selected for conducting swelling test to determine swelling pressure and magnitude.

Specific Gravity and Bulk Density

These shall be determined as per the standard procedures.

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|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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Chemical Analysis of Soil and Sub-soil Water Samples

Water samples from a few bore holes shall be taken and chemical analysis shall be done for sulphate, chloride content and pH value, particularly to determine the aggressiveness to concrete, steel and GI pipes. Care shall be taken to ensure that they are not diluted with rain or surface water during recovery from the boreholes. Similarly, a few soil samples shall be chemically tested to determine the sulphate contents, chloride content and pH values and other aggressive components as per IS - 2720.

4.0 TEST RESULTS AND REPORT

The Contractor shall submit the detailed report wherein information regarding the geological detail of the site, summarised observations and test data, bore logs, and conclusions and recommendations on the type of foundations with supporting calculations for the recommendations. Initially the report shall be submitted by the Contractor in draft form and after the draft report is approved, the final report shall be submitted.



The report shall include but not limited to the following

Bore Logs: Bore logs of each bore holes clearly identifying the stratification and the type of soil stratum with depth. The values of Standard Penetration Test (SPT) at the depths where the tests were conducted on the samples collected at various depths shall be clearly shown against that particular stratum.

Test results of field and laboratory tests shall be summarised strata wise as well in combined tabular form. All relevant graphs, charts tables, diagrams and photographs, if any, shall be submitted along with report. Sample illustrative reference calculations for settlement, bearing capacity, shall be enclosed.

Recommendations: The report should contain specific recommendations for the type of foundation for the various structures envisaged at site. The Contractor shall acquaint himself about the type of structures and their functions from the Owner. The observations and recommendations shall include but not limited to the following:

Topography of the area, past observations or historical data, if available, for the area and for the structures in the nearby area, fluctuations of water table etc. Slope stability characteristics shall be specifically highlighted.

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Recommended type of foundations for various structures.

Allowable bearing pressure on the soil at various depths (1m to 3m depth in general or more depth as per site condition) for different sizes of the foundations based on shear strength and settlement characteristics of soil with supporting calculations shall be submitted. Factor of safety for calculating net safe bearing capacity shall be taken as per relevant codes and standard practices.

Comments on the Chemical nature of soil and ground water with due regard to deleterious effects of the same on concrete and steel and recommendations for protective measures.

If expansive soil is met with, recommendations on removal or retainment of the same under the structure, road, drains, etc. shall be given. In the latter case detailed specification of any special treatment required including specification of materials to be used, construction method, equipments to be deployed etc. shall be furnished. Illustrative diagram of a symbolic foundation showing details shall be furnished.

In case of loose filled up soil or compressible soil recommendation for Pile foundation (End bearing Pile or skin friction pile or under-ream pile) as appropriate shall be recommended along with Geo-technical design of piles.

DRAFT REPORT



a) Drawings- **Two Paper copies in colour, & one copy on PEN DRIVE (maps & Other Drgs. etc)**

b) Reports and Records **Two Paper copies in colour, & one copy on PEN DRIVE (maps & Other Drgs. etc)**

FINAL REPORT

a) Drawings- **Two Paper copies in colour, & one copy on PEN DRIVE (maps & Other Drgs. etc)**

b) Reports and Records **Two Paper copies in colour, & one copy on PEN DRIVE (maps & Other Drgs. etc)**



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TOPOGRAPHIC SURVEY

05.0 The intent of the survey programme for the proposed sites is to obtain sufficient topographical data for finalising all engineering works and establishment of Reference levels and plot extremities for reference during construction of the project.

06.0 SCOPE OF WORK

- 06.1 The Terminals/SV plots along with approaches to the plots which are to be surveyed have been Identified in the enclosed Tender Document and shall also be clarified by the Engineer in charge during execution of work.
- 06.2 The Survey agency shall carry out detail survey of the area along with showing :-
- Physical features, spot levels, invert levels of existing drains and culverts in terms of RL with their cross sections, transmission/telephone lines, service lines etc. land survey by triangulation or other suitable method.
 - Topographical survey indicating existing permanent and temporary structures including levels & limits.
 - Drawing of terrain.
 - Detailed levels and coordinates of existing roads and other units.
 - Preparation of survey drawings with descriptive note on terrain.
 - Setting of reference grid lines and temporary bench marks.
 - True Norths.
 - Grids at 5m internal shall be established parallel to true north. Working reference point to be fixed at site with reference to some permanent bench mark.
 - Any Angle between grid north & True north.
 - Check the co-ordinations of existing roads and other units with reference to the details indicated by MECON.
 - Survey of 5M length beyond the periphery of the proposed boundary wall around the proposed site.
 - Establish the HFL while indicating its source of information.

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|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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- To identify storm water disposal point with it's levels as per existing site condition.
- Plot plan to show all test locations w.r.to plot corner pegs as well as their RL.
- Procedure of investigation and method of tests adopted.

Survey Agencies scope of work includes supplying and fixing 100mm dia wooden pegs embedded upto a depth of 1000mm in ground and exposed 150 mm above ground at all the corners of plots

07.0 TECHNICAL SPECIFICATION

The details to be covered in the contract work shall include the following :

Total Station, Theodolite & Plane Table Survey

The area to be surveyed, as indicated in the tender drawing, shall be traversed by closed triangulations.

Co-ordinates of existing buildings/ structures underground pipelines, canals/ drains, power transmission lines, towers, boundary lines, road intersection, points manholes, trees, etc., have to be established with respect to N-E grid and shown on drawing.



Existing bench mark, new reference pillars, triangulation stations shall be shown in the drawing indicating their co-ordinates.

All survey data collected during the day shall be plotted on the drawing on the same day. All field books shall be maintained and submitted to the Owner on completion of survey and drawings if required.

Geo-graphical and UTM co-ordinates of all Surveyed Points and boundary points of the area shall be computed and furnished to GAIL/MECON in the form of to scale AutoCad Attribute lists.

07.1 Levelling work :

The levelling work shall be based on the bench marks available in the vicinity or any permanent existing features. Vertical control based on existing bench marks shall be established based on closed level network. Suitable instruments shall be used for establishing the bench marks and for doing the general levelling work. All survey points, reference grid / corner pillars (of wooden pegs), shall be protected in such a way so that they are not disturbed during the construction period. The size of pegs shall be minimum 100mm dia of Wooden balli which shall be embedded in ground. Reference point for the grid system shall be nearest to the existing permanent features.

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07.2

Survey Details :

It shall be general survey work to be used for engineering purposes. The survey shall be oriented towards furnishing informations for project planning and detailed engineering work. The survey shall show all the existing features alongwith levels and important dimensions.

Existing features such as roads, railway tracks, buildings, drains, man-holes, over head & under ground service lines, communication and supply lines, and similar permanent and temporary structures shall be shown.

Each survey drawing shall show sets of perpendicular grid lines parallel to actual North, South and East, West with reference to reference point. These are needed for the purpose of orienting and matching the survey drawings with layout of the unit.

Ground levels shall be shown on rectangular grid pattern at intervals of 5 metres. Additional levels to show sudden change of levels shall also be indicated. Contours are to be drawn at 1.0 m intervals.

Inverts levels of existing drains at regular intervals shall be taken. Top levels of man-holes shall also be taken.



Existing levels at regular intervals and at all junctions for roads, top levels, width, curvature at turning points shall be shown. Any other important detail shall also be shown.

Co-ordinates of all existing buildings/structures, hutments and other dwellings including power transmission lines, towers etc. Within the area shall also be indicated.

Bench marks, reference points, triangulation stations, any existing bore-holes, oil wells trial pits etc. used shall be clearly identified in the drawing indicating their values/co-ordinates.

Co-ordinates mentioned above shall be surveyed with respect to the reference axes N-S and E-W.

All survey data collected during the day shall be plotted on the drawing sheet on the same day. These drawings shall be used for following, day-to-day progress of work and for quick reference, if needed.

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07.3 Survey Drawing, Scale and Field Report :

All survey drawings shall be made in metric units.

One set of survey drawings showing all specified details shall be drawn in the scale 1:100. Generally, A-1 size sheets shall be used for drawings. Other standard sizes as per MECON standards may also be used as necessary.

DRAFT REPORT

- | | |
|--------------------------|--|
| a) Drawings- | Two Paper copies in colour, & one copy on PEN DRIVE (maps & Other Drgs. etc) |
| b) Reports and Records - | Two Paper copies in colour, & one copy on PEN DRIVE (maps & Other Drgs. etc) |

FINAL REPORT

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|--------------------------|--|
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Accuracy of Work for Survey

- | | | | | | | | |
|--------------------|--|--|---|-------------|----------|---|--|
| a) | For General Survey (Contour & Topographical Details) | | | | | | |
| | <table border="0"> <tr> <td>Linear Measurement</td> <td>:</td> <td>1 in 10,000</td> </tr> <tr> <td>Leveling</td> <td>:</td> <td>$\pm 5 \sqrt{\text{km mm}}$ (Where KM is distance in Kilometer)</td> </tr> </table> | Linear Measurement | : | 1 in 10,000 | Leveling | : | $\pm 5 \sqrt{\text{km mm}}$ (Where KM is distance in Kilometer) |
| Linear Measurement | : | 1 in 10,000 | | | | | |
| Leveling | : | $\pm 5 \sqrt{\text{km mm}}$ (Where KM is distance in Kilometer) | | | | | |
| b) | For High Precision Survey (Grid fixing & reference pillars) | | | | | | |
| | <table border="0"> <tr> <td>Linear Measurement</td> <td>:</td> <td>1 in 50,000</td> </tr> <tr> <td>Leveling</td> <td>:</td> <td>$\pm 2 \sqrt{\text{km mm}}$</td> </tr> </table> | Linear Measurement | : | 1 in 50,000 | Leveling | : | $\pm 2 \sqrt{\text{km mm}}$ |
| Linear Measurement | : | 1 in 50,000 | | | | | |
| Leveling | : | $\pm 2 \sqrt{\text{km mm}}$ | | | | | |



The use of proper instruments is an important factor in survey work. The Contractor shall arrange his own instruments, accessories, tools and tackles, camping equipment and transport necessary for conducting the survey as per precision required.

Experienced and qualified engineers, surveyors and draughtsmen shall be engaged to carry out the work.

The contractor shall submit all original field notes, sketches of traverse with each station clearly identified, note book of original closure for all traverse, Note book for all COGO calculation & least square adjustments for all traverse, Note book / diary & log of site team leader.

Each survey team shall have atleast the following survey instruments and accessories.

- a) Minimum One Total Station
- b) Precision Automatic levels with precision levelling staff
- c) Calculators
- d) Precision Measuring Tapes
- e) Targets sets
- f) Levelling staff, Ranging Rods
- g) Drawing office Instrument and accessories
- h) Other supporting tools and tackles



Note- The above mentioned list of survey instruments is minimum. The contractor shall provide any other instrument if required to carry out the survey work as mentioned elsewhere in the Tender.

END OF PART 3 SECTION II – SCOPE OF WORK

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| Part 3 Section III - SCHEDULE OF RATES | | | | | | | |
|---|--|---------|------|---|---|--|--------------|
| Topographical, Geotechnical, Hydrography & Hydrological Survey works for Natural Gas Pipeline From Baghjan To CGGC Madhuban and Other Associated Facilities | | | | | | | |
| ROUTE : BAGHJAN TO CGGS MADHUBAN | | | | | | | |
| FOR OIL (Duliajan, Assam) | | | | | | | |
| IFB No.: CPI8123P19 | | | | | | | |
| Sl.No. | Description of items | Unit | Qty. | Unit Rates incl. all taxes & duties except GST (In figures) | Unit Rates incl. all taxes & duties except GST (In words) | Total Amount incl. all taxes & duties EXCEPT GST | SAC Code no. |
| | | | | Rs. | Rs. | Rs. | |
| | Area Survey | | | | | | |
| 1 | Carrying out Area Survey/Topographic survey of proposed Terminal Plots or any other plot along the route as per requirement including establishing all existing structures, buildings, roads, nallahs culverts etc. on plan, with correct dimensions of the plot and size of all existing structures, along with carrying out land/ contour survey of proposed land by taking levels at 5m intervals including establishing temporary bench marks (TBM), computing reduced levels complete to get the total features of the plot. Works also to include preparation of plot plan drawings in scale of 1:100 and contour plans showing contours at 1.0m interval including submission of drawings in required sets as per Technical Specification, drawings, approved QAP, implementation schedule and other provisions of the Tender Document and instructions of the Engineer-in-charge. | Hacters | 0.3 | | | | |
| 2 | Geotechnical Investigation of Plots & Water Body Crossings | | | | | | |
| | Carrying out complete Geotechnical Investigation for the depth specified against each crossing and as specified for various plots for Terminals, Roads, Railways and Major/Minor water bodies crossing sites as enlisted in the Tender and as listed out in detail in the scope of work including providing all men, tools, tackles, materials, survey boats, echo-sounder, drilling rigs, soil testing equipment, other equipment, other support facilities necessary for the survey and associated work and submitting Final Geotechnical Report, Drawings, Maps, Data etc. (in One Lot) in an approved format for Hydrological and Soil Investigation, Scour Depth calculations etc. in accordance with the Technical Specification, drawings, approved QAP, implementation schedule and other provisions of the Tender Document and instructions of the Engineer-in-charge. Note : 1. The numbers or locations of rivers may vary at the time of actual execution of the survey work. 2. Actual bank to bank width of rivers may change depending on the crossing locations at the time of survey and firm banks and erodable banks may be clearly specified. | | | | | | |
| 2.1 | By Boring of minimum 150 mm dia boreholes at location & depths as specified in scope of work through all kinds of soil excluding hard rock | | | | | | |
| 2.1.1 | On River Bank/ Water Bodies Bank/ plots for Terminals, by sides of Roads, Railways, etc. | Metre | 120 | | | | |
| 2.1.2 | In Rivers / Water bodies bed including making necessary arrangement for supplying floating platform, boring / drilling/ other associated equipment & shifting etc all complete. Note: Measurement should be for actual depth from bed level. | Metre | 75 | | | | |
| 3 | Drilling through rock/boulder strata (where SPT value is greater than 100) with minimum Nx size bit as per instruction of Engineer-in-charge. | | | | | | |
| 3.1.1 | On River Bank/ Water Bodies Bank/ plots, by sides of Roads, Railways etc. | Metre | 10 | | | | |
| 3.1.2 | In River / Water bodies bed including making necessary arrangement for supplying floating platform, boring / drilling/ other associated equipment & shifting etc all complete. Note: Measurement shall be for actual depth from bed level. | Metre | 10 | | | | |

| Topographical, Geotechnical, Hydrography & Hydrological Survey works for Natural Gas Pipeline From Baghjan To CGGC Madhuban and Other Associated Facilities | | | | | | | |
|--|--|-------|------|---|---|--|--------------|
| ROUTE : BAGHJAN TO CGGS MADHUBAN | | | | | | | |
| FOR OIL (Duliajan, Assam) | | | | | | | |
| IFB No.: CPI8123P19 | | | | | | | |
| Sl.No. | Description of items | Unit | Qty. | Unit Rates incl. all taxes & duties except GST (In figures) | Unit Rates incl. all taxes & duties except GST (In words) | Total Amount incl. all taxes & duties EXCEPT GST | SAC Code no. |
| 4 | Field Investigations | | | | | | |
| 4.1 | Conducting Standard Penetration Tests in boreholes as specified as decided by EIC. | Nos. | 150 | | | | |
| 4.2 | Collecting 100 mm dia undisturbed sample from boreholes as specified as decided by EIC. | Nos. | 195 | | | | |
| 4.3 | Collecting disturbed samples from Bore Holes | Nos. | 195 | | | | |
| 5 | Conducting the following laboratory tests as specified as decided by EIC in NABL accredited laboratory | | | | | | |
| 5.1 | Atterberg's limit (LL & PL) | Nos. | 195 | | | | |
| 5.2 | Natural water content | Nos. | 195 | | | | |
| 5.3 | Bulk and Dry density | Nos. | 195 | | | | |
| 5.4 | Specific gravity and Void ratio | Nos. | 195 | | | | |
| 5.5 | Standing ground water level | Nos. | 15 | | | | |
| 5.6 | Sieve analysis | Nos. | 195 | | | | |
| 5.7 | Shrinkage Limit | Nos. | 80 | | | | |
| 6 | Laboratory test on rock sample as specified/ as decided by EIC | | | | | | |
| 6.1 | Core Recovery (RQD) | Metre | 5 | | | | |
| 6.2 | Point Load Test | Nos. | 5 | | | | |
| 7 | Hydrographic & Topographical Investigation of Water Bodies | | | | | | |
| | Collection of Historical / hydrological data such as maximum velocity & Discharge at HFL, scour bed level, width of water body at HFL, other hydrological data and other river details such as meandering and river bed profile, existence of any bridge, hydraulic structure or reservoir within 10 Km U/S and D/S of the crossings for each river crossing site from the local / regional, agencies such as CWC, Deptt of irrigation, Flood control Authority, PWD etc. including conducting Topographic / hydrographic survey for 50 meters on either sides of proposed pipeline alignment, collecting levels as specified, as well as providing all men, tools, tackles, materials, survey boats, echo-sounder, drilling rigs, soil testing equipment, other equipment, other support facilities (including mobilization and demobilization and relocation of equipments, necessary plant and personnel at the sites on land and in water) necessary for the survey and associated work and submitting Final Survey Report, Drawings, Maps, Data etc. (One Lot) in an approved format with full scale for Hydrological and Hydrographical Survey, Scour Depth etc. Technical Specification, drawings, approved QAP, in accordance with the implementation schedule and other provisions of the Tender Document and instructions of the Engineer-in-charge. The data shall be maximum of the recorded data in the last 25 years, complete as listed in details in scope of work. | | | | | | |
| 7.1 | River Crossing width approximately 200 Meters | Nos. | 1 | | | | |
| 7.2 | River Crossing approximately 30 Meters | Nos. | 1 | | | | |
| 8 | Submitting Final Reports, Drawings, sheets, Maps etc for the proposed Plots and Crossings all complete as per Technical Specification, drawings, approved QAP, implementation schedule and other provisions of the Tender Document and instructions of the Engineer-in-charge. | Lot | 1 | | | | |
| Total Amount incl. all taxes & duties EXCEPT GST | | | | | | | |
| Note: The Quantities of Items are indicative and may Vary and the Rates Quoted shall remain firm. The payment shall be made based upon actual quantity executed, measured & paid at the rates quoted. | | | | | | | |

| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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Part 3- Section III

SCHEDULE OF PAYMENT

1.0 Payment shall be released to contractor against certification by MECON / OIL after affecting the necessary deductions if any. The basis for payment against various items shall be as per Following:

1.1 For SOR Item Nos. 1 to 7:



- i) 70% Payment on completion of field work and submission of draft report along with draft drawing.
- ii) 20% payment on submission of final report as Per Item No B8 along with final drawings/ documents duly accepted by MECON / OIL.

1.2 For SOR Item No. 8:

- i) 50% Payment on completion of field work and submission of draft report along with draft drawings.
- ii) 40% payment on submission of final report along with final drawings / documents duly accepted by MECON / OIL.

2.0 Final Payment – Balance 10% against all items of Price Schedule shall paid upon submission of Completion Certificate for the work awarded.

END OF PART 3 SECTION-III SCHEDULE OF RATES AND PAYMENT
&&&&&

| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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Part – 3, Section - IV



SPECIAL CONDITIONS OF CONTRACT (SCC-Works)

1.0 GENERAL

- a) Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC-Works), Specifications/scope of work, drawings and other documents forming part of this contract wherever the context so requires.
- b) 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.
- c) Where any provision of the Condition of Contract is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to over ride the provisions of the Condition of Contract and shall, to the extent of such repugnance or variations prevail.
- d) No oral representation of any officer, agent, or employee of either the Vendor or Owner shall affect, modify, nullify or alter any right or obligation of the Vendor or Owner in terms of the contract unless made in writing and signed by the authorised representative of Owner and Vendor as an Agreed Variation.
- e) Wherever, it is mentioned in the specifications that the Contractor shall perform certain works or provide certain facilities, it is understood that 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 expressly stated or not.
- f) The materials, design and workmanship shall satisfy the relevant Indian & International Standards, the specifications contained herein and codes referred to. Where the specifications stipulate requirements in addition to these contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- g) Insofar as the contract does not deal with or provide by expression or implication for any aspect or specification with respect to the product(s) or any of them or with respect to any other matter or thing required to be furnished, done or supplied relative thereto or for the delivery thereof according to the contract the internationally accepted relevant specification, standard of workmanship and/or codes or practices, as the case may be, shall apply. In the event of any doubt or ambiguity relative thereto, the Consultant shall seek the clarification of the Owner.

2.0 SCOPE OF WORK

The scope of work covered in this Contract will be as described in Part-3, Scope of Work, and Schedule of Rates etc. It is however, explicitly understood that scope described is not limiting, in far as the responsibilities of the contractor are concerned and shall include, inter-alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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3.0 SUPPLY OF WATER, POWER & OTHER UTILITIES :

Water, power and land for the Contractor's Office and site fabrication, Ware house, residential accommodation etc. shall be arranged by the Contractor at no extra cost to the Company and the quoted prices shall have deemed to be inclusive of such expenses, if any. The Company shall provide land free from all encumbrances as per the Site map. However, construction power, water and other utilities shall be arranged by the Contractor at his own cost.

4.0 TERMS OF PAYMENT:

Basis and terms of payment for making "On Account Payment" shall be as set out in Part 3 Section III- Schedule of Payment.

5.0 TIME OF COMPLETION

Scope of the work has been considered in totality as detailed in document "SCOPE OF WORK" of this tender.

Time of completion for total scope of work shall be as following:

| Sl.No. | Description | Time Schedule |
|--------|--|---|
| 1.a | Submission of Draft Report | Within 6 weeks from the date of Letter of Award of Contract (LOA) |
| 1.b | Submission of Final report (complete in all respect) | within 1 week from the date of Comments on Draft Report. |



Liquidated Damages shall be applicable on submission of Draft as well as Final Report.

6.0 DEFECT LIABILITY PERIOD:

- 10.1 The defect liability period for the contract work shall be for a period of 06 (six) months commencing from the date of Completion of the work.
- 10.2 The CONTRACTOR shall maintain and satisfactorily execute at his own cost all such works of repair, amendment, rectification, replacement, all regular schedule work and any other work to make good the faulty work as stated under 'Completion certificate' for a period of 06 months from the date of Completion of the work.
- 10.3 If the CONTRACTOR does not commence the rectification either by repair or replacement of such defects within 30 (thirty) days from the date of notice by MECON or does not complete the rectification with reasonable diligence and within a reasonable time, MECON may, at its option, rectify the defects at the CONTRACTOR's expense. MECON shall, in such case, deduct from payment due to the CONTRACTOR or from available securities the expenses incurred by MECON for remedy of such defects without prejudice to the other rights of MECON under the order.

7.0 SCHEDULE OF RATES:

- a) All the items of work mentioned in the schedule of rates and covered by the Contract shall be carried out as per the Scope of work, drawings, specifications and direction of Engineer-in-Charge and shall include all labour, materials, tools, tackles, etc. required to complete the job.

| | | |
|---|--|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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- b) The rates stated in the Schedule of Rates shall not be subject to escalation or increase on any account whatsoever.
- c) The Price quoted by the bidder shall include charges towards relevant sections of SOR for the consultancy services covered under this contract.

8.0 MOBILISATION TIME

Clause No. 2.2 of GCC-Works stands deleted



9.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION OF PERSONNEL FOR KICK-OFF MEETING:

Clause No. 18.0 of GCC-Works stands deleted

10.0 CONFIDENTIALITY OF INFORMATION AND DATA

All the information obtained by the consultant/expert while rendering the consultancy work and all the information/data etc. provided by Oil India Limited to the consultant/expert shall be treated as confidential and shall not be divulged by the consultant/expert or its personnel to any-one other than the Company's authorised personnel. This obligation of consultant/expert shall be in force even in case of termination of the contract. For publishing any scientific/technical papers in scientific journals etc. based on the findings/results/experience gained while rendering the consultancy work for Oil India Limited, the consultant/expert and the personnel engaged by them must take prior approval from the Company's authorised personnel in this regard.

End of Part - 3, Section – IV

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|---|---|---|
|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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PART 4

PROFORMA - I

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations to be rendered)

- 1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

| Section No. | Clause No. (Page No.) | Non-Compliance | Remarks |
|-------------|--------------------------|----------------|---------|
| | | | |

- 2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

| | | |
|---|--|---|
|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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PART 4

PROFORMA - II A
BID FORM

To
M/s. Oil India Limited,
(Attn: GM (Projects – C&P)
P.O. Duliajan, Assam, India

Sub: Tender No. : _____

Gentlemen,

Having examined the General and Special Conditions of Contract and the Statement of Work & 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 of award of 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 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.



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

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

Dated this _____ day of _____ 2018.

Signature

(In the capacity of)

| | | |
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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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PART 4

PROFORMA - II B

FORM OF PERFORMANCE BANK GUARANTEE

To: M/s. OIL INDIA LIMITED,
(Attn: GM (Projects – C&P))
Duliajan, Assam, India, Pin - 786 602.

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 thereunder 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 _____

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:
- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date _____ Place _____



Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

| | | |
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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI8123P19</p> |  |
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PART 4

PROFORMA II C

CONTRACT FORM

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

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

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



WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer no. _____ submitted by the Contractor against Company's Tender no. _____.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this 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 Award 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 authorised solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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- (a) Section-I : General Conditions of Contract,
(b) Section-II : Terms of Reference / Scope of Work,
(c) Section-III : Schedule of Rates and Schedule of Payment

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 theremedying 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 Duliajan, 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:
Status:
In presence of



Name:
Status:
In presence of

1.

1.

2.

2.

| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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PART 4

PROFORMA - II D

FORM OF BID SECURITY (BANK GUARANTEE)

To : M/s OIL INDIA LIMITED,
for : GM(Projects-C&P)
Projects Department
Duliajan, Assam, India, Pin - 786 602.

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, Duliajan, 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 well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this _____ day of _____ 2018.

THE CONDITIONS of these obligations are:



- (1) If the Bidder withdraws/modifies 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 Contract 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 writtendemand (by way of letter/fax/cable), without Company having to substantiate its demandprovided 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.

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:

| | | |
|---|---|---|
|  | <p>TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and
e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & 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.



Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

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|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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PART 4

PROFORMA – III

PROFORMA LETTER OF AUTHORITY

TO

GM(Projects-C&P)
Projects Department
Oil India Ltd.,
P.O. Duliajan - 786 602
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,

Signature: _____
Name & Designation: _____
For & on behalf of: _____



| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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PART 4

PROFORMA -IV

Integrity Pact

Not Applicable for this tender



| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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PART 4

PROFORMA-V

PARENT COMPANY GUARANTEE
DEED OF GUARANTEE

Not Applicable for this tender

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|---|---|---|
|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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PART 4

PROFORMA – VI

RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE

| Sl. No. | Clients Name, address & contact Telephone No. | Contract No. | Brief description of the contract | Contract period | | Contract value |
|------------|--|--------------|--------------------------------------|-----------------|----|----------------|
| | | | | From | To | |
| | | | | | | |

Signature of the bidder

| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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PART 4

PROFORMA-VII

AUTHORISATION FOR ATTENDING BID OPENING

TO

Date : _____

GM (Projects-C&P)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub : OIL's IFB No. CPI8123P19

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Duliajan on our behalf.

Yours Faithfully,



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

| | | |
|---|---|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
|---|---|---|

PART 4

PROFORMA-VIII



UNDERTAKING BY BIDDER

We _____ (Name & Address of Firm) _____
hereby undertake that in the event the job of **Topographic, Geo Technical, Hydrological And Hydrographical Survey Of Plots And Water Bodies For Natural Gas Pipeline From Baghjan To CGGS Madhuban And Other Associated Facilities For Oil India Ltd.** against Tender Invitation No. _____ is awarded to us, we or any of our subsidiaries shall neither be involved/engaged as EPC/EPC/LSTK contractor or perform any duties as Engineering Consultant on behalf of the EPC/EPC/LSTK Contractor engaged against EPC/EPC/LSTK contract **for Topographic, Geo Technical, Hydrological And Hydrographical Survey Of Plots And Water Bodies For Natural Gas Pipeline From Baghjan To CGGS Madhuban And Other Associated Facilities For Oil India Ltd.**

Yours Faithfully,

Signature: _____
Name & Designation: _____
For & on behalf of: _____

Note : This undertaking 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.



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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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PART 4

PROFORMA-IX

STATEMENT OF BEC/BRC DOCUMENTS

| SI No. | BEC/BRC Clause | Document Name as appearing in E- tender Portal | Page Number |
|---------------------|---|--|-------------|
| A. Technical | | | |
| 1 | i. details of one single contract involving Topographic Survey of Terminal/Plot of Minimum area of 1500 square metres in previous 7 (Seven) years | | |
| 2 | ii. details of one single contract involving Geo-Technical Investigation and conducting field and laboratory tests of Minimum 100 metres cumulative length of Boreholes (Including at least one borehole in River or Water body)in previous 7 (Seven) years | | |
| 3 | iii. details of one single contract involving Hydrographical and Hydrological survey of one river or water body, of minimum width of 200 metres in previous 7 (Seven) years | | |
| B. Financial | | | |
| 6 | (i) Annual Financial Turn Over | | |
| 7 | (ii) Net Worth | | |
| 8 | (iii) Working Capital Requirement | | |

| | | |
|---|---|---|
|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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PART 4

PROFORMA-X

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH
 (TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR
 LETTER HEAD)

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to (as the case may be) are correct.

| YEAR | TURN OVER in INR (Rs.) Crores | NET WORTH in INR (Rs.) Crores | Working Capital in INR (Rs.) Crores |
|------|----------------------------------|----------------------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |



Place:

Date:

Seal:

Membership Code & Registration No.:

Signature

| | | |
|---|---|---|
|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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PART 4

PROFORMA-XI

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To
Oil India Limited

India



Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said

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|  | TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19 |  |
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CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1



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

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2
Attorney no. _____

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

Attorney as power of
Dated _____

| | | |
|---|--|---|
|  | <p align="center">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD.</p> <p align="center">IFB NO. CPI8123P19</p> |  |
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PART 4

PROFORMA-XII
CALCULATION OF LOCAL CONTENT – SERVICE
NAME OF SUPPLIER OF GOODS/ PROVIDER OF SERVICE

| NAME OF SUPPLIER OF GOODS/ PROVIDER OF SERVICE | | | | | | | |
|--|-----------------------------------|------|--------------|---------------------|-----------|--------|---------|
| | | | Cost Summary | | | | |
| | | | Domestic | Imported Rs/US\$ | Total | LC | |
| | | | | | | % | Rs/US\$ |
| | | | b | c | d = (b+c) | e =b/d | f=d x e |
| A | Cost component | | | | | | |
| | I. Material used cost | Rs | | | | | |
| | | US\$ | | | | | |
| | II. Personnel& Consultant cost | Rs | | | | | |
| | | US\$ | | | | | |
| | III. Other Service cost | Rs | | | | | |
| | | US\$ | | | | | |
| | IV. Total cost (I to IV) | Rs | | | | | |
| | | US\$ | | | | | |
| B | Taxes and Duties | Rs | | | | | |
| | | US\$ | | | | | |
| C | Total quoted price | Rs | | | | | |
| | | US\$ | | | | | |



Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. d)} - \text{Total imported component cost (A. IV .c)} \times 100}{\text{Total cost (A.IV.d)}}$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV. B)} \times 100}{\text{Total cost (A. IV. d)}}$$

END OF PART 4

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|---|--|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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PART 5

Annexure – A

Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.

1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

2. Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **35%**

- 2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

- 2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.



“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL tender No. _____ by M/s _____ (Name of the bidder).”

Note : In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

- 2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-XII (PP-LC) of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) L1 bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

- 3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price,

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
 - 4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
 - 4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR



(Alternate clause applicable for cases where tendered quantity cannot be divided).

5. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
6. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.
7. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

8. Determination of LC:

- 8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- 8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
 - a) Cost of component (material), which is used.
 - b) Manpower and consultant cost, cost of working equipment/facility, and General service cost, excluding profit, company overhead cost, taxes and duties.
- 8.3 The criteria for determination of cost of local content in the service shall be as under:
 - a) In the case of material being used to help the provision of service, based on country of origin.
 - b) In the case of manpower and consultant based on INR component of the services contract.
 - c) In the case of working equipment/facility, based on country of origin and

| | | |
|---|--|---|
|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

8.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

9. Calculation of LC and Reporting:

- 9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.
- 9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

10. Certification and Verification:



- 10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

10.2 At bidding stage:

- a) Price Break-up
 - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 3.
 - (ii) Bidder must have LC in excess of the specified requirement.
- b) Undertaking by the bidder
 - (i) The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 1, such undertaking shall become a part of the contract.
 - (ii) Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
- c) Statutory Auditor’s Certificate
The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.

10.3 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.



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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
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- 10.4 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 10.5 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 10.6 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
- 10.7 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

11. Sanctions:

- 11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
- 11.5 In pursuance of the clause No. 11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Part 4, Proforma-XI) equivalent to the amount of PBG.

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD. IFB NO. CPI8123P19</p> |  |
|---|---|---|

PART 5

ANNEXURE-B

**To,
GM (PROJECTS – C&P)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:



Topographic, Geotechnical, Hydrological and Hydrographical Survey of Plots and Water Bodies for Natural Gas Pipeline from Baghjan to CGGS Madhuban and Other Associated Facilities for Oil India Ltd.

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 authorized 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 personnel 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.
- 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.

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI8123P19</p> |  |
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g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

- 1) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- 2) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- 4) The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 5) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
- 6) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 7) All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8) The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

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|  | <p style="text-align: center;">TOPOGRAPHIC, GEOTECHNICAL, HYDROLOGICAL AND HYDROGRAPHICAL SURVEY OF PLOTS AND WATER BODIES FOR NATURAL GAS PIPELINE FROM BAGHJAN TO CGGS MADHUBAN AND OTHER ASSOCIATED FACILITIES FOR OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI8123P19</p> |  |
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- 9) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- 11) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 12) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 13) The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 14) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 15) If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 16) The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 19) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

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- 22) In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 23) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 24) The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 26) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date _____

M/s _____

FOR & ON BEHALF OF CONTRACTOR

END OF PART 5
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