



**Report ID:** GEM/GARPTS/11122025/3BUK71STNXAU

**Report Name:** Hiring of Civil Engineering Survey

**Generated By:** Debasis Mishra , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

**Generated On:** 11/12/2025

**Valid till:** 10/01/2026

### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

*Order Count and Order Value displayed is on a cumulative basis since GeM inception.*

#### **1. Search String: Civil Engineering survey, Land Acquisition, Soil investigation**

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

Estimated Value Of Procurement: ₹ 9926846.85



ऑयल इंडिया लिमिटेड  
OIL INDIA LIMITED  
MAHANADI BASIN PROJECT  
IDCO TOWERS (3RD FLOOR), JANPATH  
BHUBANESWAR, ODISHA-751022  
EMAIL: KGBASIN@OILINDIA.IN

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**NOTICE INVITING TENDER**

**LOCAL COMPETITIVE BIDDING**

**FORWARDING LETTER**

**Sub.: IFB No. CBI0817P26 for Civil Engineering survey, Land Acquisition, Soil investigation and design of RCC foundations for drilling Rigs in 05 (Five) No. of locations in OALP Blocks of Mahanadi Basin Project, Odisha covering Eight (08) Districts namely Puri, Khurda, Cuttack, Jagatsingpur, Kendrapara, Jajpur, Bhadrak, Balasore.**

Dear Sir(s),

**1.0** OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Bhubaneswar is presently entrusted to coordinate activities related to exploration and production of oil and natural gas from the Mahanadi on land basins in India. The Project Office of OIL at Bhubaneswar is well connected by road, rail and air.

**2.0** In connection with its operations in the state of Odisha, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors for the above-mentioned service through OIL’s e-procurement portal: “<https://etender.srm.oilindia.in/irj/portal>”. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal and Govt. portal. Eligible and interested parties 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 of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No: CBI0817P26

a)	IFB No. /E-Tender No.	:	<b>CBI0817P26</b>
b)	Type of Bidding	:	<b>Open Indigenous E-Tender, Composite Bid System</b>
c)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
d)	Bid (Technical) Opening Date & Time	:	As mentioned in the E-procurement portal.
e)	Price Bid Opening Date & Time	:	Will be intimated to the eligible / qualified Bidders nearer the time.
f)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal.
g)	Bid Opening Place	:	<b>Office of Chief General Manager (KGB&amp;MBP),</b> OIL INDIA LIMITED, Mahanadi Basin Project, IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022
h)	Bid Validity	:	Minimum 90 (Ninety) days from Bid Closing date
i)	Bid Security Amount	:	<b>Rs.1,99,000.00</b>
j)	Bid Security Validity	:	<b>120 (One Hundred Twenty)</b> days from Bid Closing Date.
k)	Amount of Performance Security	:	3% of Contract Value. Refer clause no.16 of GCC.
l)	Validity of Performance Security	:	3 (three) months beyond the validity of the Contract.
m)	Location of job	:	Eight (08) Districts namely Puri, Khurda, Cuttack, Jagatsingpur, Kendrapara, Jajpur, Bhadrak, Balasore.
n)	Mobilization Time	:	Within 07 days from the date of issue of Work Order.
o)	Duration of the Contract	:	<b>Two (02) years</b> from the date of completion of Mobilization with a provision for extension of One (01) more year with same rates, terms & conditions.
p)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.

q)	Bids to be addressed to	:	<b>Office of Chief General Manager (KGB&amp;MBP),</b> OIL INDIA LIMITED, Mahanadi Basin Project, IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022
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### **3.0 BID SECURITY:**

**3.1** 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 3.12 hereunder.

All the bids must be accompanied by Bid Security in Original for the amount as mentioned above and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the tender vide **ANNEXURE-H** or online payment through OIL's e-portal or an irrevocable Letter of Credit (L/C) from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

**Note: Bid Security in the form of DD / Cheque / Cashier Cheque or any other mode will not be acceptable.**

**3.2.1 Bidders can submit Bid Security online through OIL's electronic Payment Gateway.**

**3.2** Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

**3.3** The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., e-mail address and Branch Code.

**3.4** Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

**3.5** The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Bhubaneswar, Odisha, the place of issuance of tender.

**3.6** Any Bid not secured in accordance with sub-clause 3.2 above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**3.7** The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

**3.8** Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

**3.9** 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 15.0 below or Clause 15.0 of Part-I GCC below is furnished.

**3.10** 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.

**3.11** In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited, and the party shall be put in the Holiday List as per Company's Banning Policy (revised on 17.03.2023) available in OIL website.

**3.12 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in the "Technical Attachment" of OIL's e-portal.** The original Bid Security shall be submitted by Bidder to the office of Executive Director (MBP), OIL INDIA LIMITED, Mahanadi Basin Project, IDCO Towers (3rd Floor), Janpath, Bhubaneswar-751022, India in a sealed envelope which must reach the office on or before **13:00 Hrs (IST) of the Bid Closing date**. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

**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.**

### **3.13 Exemption from submission of bid security: NOT APPLICABLE**

**(i) Udyam Registration Number with Udyam Registration Certificate:**  
**NOT APPLICABLE**

#### **4.0 INTEGRITY PACT:**

**The Integrity Pact is applicable against this tender.** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**ANNEXURE-C Integrity Pact**” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The Integrity Pact has to be returned by the bidder (along with the techno-commercial bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who sign the Bid. In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Dr. Ved Prakash, ITS (Retd.), and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a) Shri Ram Phal Pawar, IPS (Retd.),**  
Former Director, NCRB, MHA  
Mobile No.: 8017017878  
**E-mail IDs:** [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com); [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)
  
- b) Dr. Ved Prakash, ITS (Retd.),**  
Ex-Additional Director General Foreign Trade, Ministry Commerce.  
Mob No. 9810546996,  
E-mail ID: ved60prakash@gmail.com
  
- c) Shri Ajit Mohan Sharan, IAS (Retd.),**  
Former Secretary, Ministry of Ayush, Govt. of India,  
Mob No.: 9810701876  
E-mail: ams057@gmail.com

In the event of any dispute between the management and the Contractor relating to those Contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before

the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the Contract. The fees / expenses on dispute resolution shall be equally shared by both the parties.

## **5.0 GUIDELINES FOR PARTICIPATING IN OIL's E-PROCUREMENT:**

**5.1** To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's 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.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

**5.2** 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 vendor's system.

**5.3** Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes 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. will not be responsible.

**5.4** Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder / Bidding Company to bind the Bidder / Bidding Company to the Contract. If the digital signature used for signing is not of "Class -3" with Organization's name, the bid will be rejected.

**5.5** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall

obtain User ID & password through online vendor registration system in E-Portal.

**5.5.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.

**5.5.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**5.6** Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan, Assam at **erp\_mm@oilindia.in**, Ph.: 0374- 2807171/7192/7178.

**5.7** Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at **URL:** <http://oil-india.com/pdf/ETenderNotification.pdf>).

**6.0** The link for OIL's E-Procurement Portal is available on OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**7.0** Bid should be submitted online in OIL's E-Procurement site up to **01.00 PM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **03.00 PM (IST) (Server Time)** at the office of the ED-KGB & MBP in presence of the authorized representatives of the bidders.

However, if the above scheduled closing / opening day of the tender happens to be non-Working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following Working day at the same time except on Saturdays.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders' risk and may result in the rejection of its offer without seeking any clarifications.

Before submission of bids, the bidder is advised to inspect the Work site to assess the nature and extent of Work and the conditions under which it will be carried out. They may also seek such clarifications from this office as are deemed necessary.

**8.0** The rates shall be quoted per unit as specified in the “**PRICE BIDDING FORMAT**” attached under “**Notes and Attachments**” tab. Bidder should note that no pricing information is furnished in the “**Technical Attachment**” (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

**9.0** (a) No Bidder can withdraw their bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the Company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

**10.0** Conditional bids are liable to be rejected at the discretion of the Company.

**11.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidence (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

**11.1** In case of Sole Proprietorship Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

**11.2** In case of HUF, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

**11.3** In case of Partnership Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement / deed and GSTIN number.

**11.4** In case of Co-Operative Societies, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

**11.5** In case of Societies registered under the Societies Registration Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and

telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

**11.6** In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

**11.7** In case of Trusts registered under the Indian Trust Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

## 12.0 SCREEN SHOTS:

Go to this Tab **“Notes and Attachments”** for Uploading **“Price”**

Go to this Tab **“Technical Attachment”** for Uploading **“Technical Bid”**.

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

### **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, first 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.

**13.0 Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally, the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFX Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are buttons for 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFX Response', and 'Close'. Below this, the 'RFX Response Number' is 60038748 and the 'RFX Number' is 0.00 INR. The 'RFX Owner' is BHARALI. The 'Total Value' is 0.00 INR. The 'RFX Information' tab is selected, showing 'Basic Data', 'Questions', and 'Technical Attachments'. Under 'Event Parameters', the 'Currency' is set to 'Indian Rupee' and 'Detailed Price Information' is 'No Price'. The 'Total Bid Value' field is highlighted in yellow and has a callout box stating: '“Total Bid Value” considering all the taxes & duties.' Another callout box points to the 'Currency' dropdown, stating: 'Bidder to select the currency of the Response'. A third callout box points to the 'Detailed Price Information' dropdown, stating: '“Total Bid Value” is mandatory in “No Price” RFX only'.

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the “Price Bid Format” under “Notes & Attachments” tab page.

**14.0** The selected bidder will be required to enter into a formal Contract, which will be based on their bid and OIL's Standard Form of Contract.

**15.0 Performance Security:** The successful bidder shall furnish a Performance Security Deposit @3% of the Total Estimated Contract value.

**16.0 BACKING OUT BY L1 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 (revised on 17.03.2023) available in website of Company.

**17.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENT:** The information and documents furnish 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, the Bid Security shall be forfeited and the bidder (if fake document / false statement pertains to such bidder) shall be dealt as per the Banning Policy (revised on 17.03.2023) available in OIL's website. The bidder has to submit an undertaking in this regard as per attached **ANNEXURE-E**.

**18.0 ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, Contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy (revised on 17.03.2023) available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

**19.0** Bidder(s) must also furnish the following in their Bid:

- a) **NAME OF FIRM** :
- b) **DETAIL POSTAL ADDRESS** :
- c) **MOBILE / TELEPHONE NO** :
- d) **E-MAIL ADDRESS** :
- e) **FAX NO (If available)** :
- f) **CONTACT PERSON** :
- g) **VENDOR CODE (If available)** :
- h) **GST No.** :

**20.0**The tender will be governed by:

- a) COVERING LETTER
- b) Part - I - CONDITIONS OF CONTRACT
- c) Part - II - SCHEDULE OF WORK
- d) Part - III - SCOPE, SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT
- e) Part - IV - SCHEDULE OF MATERIALS, COMPANY'S PLANTS AND EQUIPMENTS

- f) Part - V- BID EVALUATION CRITERIA
- g) ANNEXURE-A & ANNEXURE-B
- h) ANNEXURE-C INTEGRITY PACT
- i) ANNEXURE-D, ANNEXURE-E, ANNEXURE-F, ANNEXURE-G,  
ANNEXURE-H & ANNEXURE-I

**21.0** OIL now looks forward to active participation of Contractors in the IFB.

Thanking you.

Yours faithfully,  
**OIL INDIA LIMITED**

**Date: 11.12.2025**

**Sd/-**  
**Manager-C&P (MBP)**  
**For Chief General Manager (C&P)**  
**For Chief General Manager (KGB&MBP)**

**Civil Engineering survey, Land Acquisition, Soil investigation and design of RCC foundations for drilling Rigs in 05 (Five) No. of locations in OALP Blocks of Mahanadi Basin Project, Odisha covering Eight (08) Districts namely Puri, Khurda, Cuttack, Jagatsingpur, Kendrapara, Jajpur, Bhadrak, Balasore.**

## **PART – I**

### **GENERAL CONDITIONS OF CONTRACT**

MEMORANDUM OF AGREEMENT made this day \_\_\_\_\_ between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam and Mahanadi Basin Project, IDCO Towers (3rd Floor), Janpath, Bhubaneswar-751022 (hereinafter called “The Company”) of the one part and \_\_\_\_\_ carrying on business under the firm name M/s \_\_\_\_\_ with their office at \_\_\_\_\_ in the district of \_\_\_\_\_ aforesaid (hereinafter called “The Contractor”) of the other part.

WHEREAS, in this Contract the following terms shall be interpreted as indicated below:

- a)** The "Contract" means the Contract entered into between the Company and Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b)** The "Contract Price" means the prices / costs / rates payable by Company to the Contractor under the agreement for the full and proper performance of its Contractual obligations.
- c)** The "Work" means each and every activity described in the Schedule of Work / Specifications, detailed in PART-II.
- d)** "Company" or "OIL" means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e)** "Contractor" means the individual or firm or Company performing the "Work" under this Contract and its executors, successors and assignees.
- f)** "Contractor's personnel" means the personnel to be provided / deployed by the Contractor for due performance of the assigned Work as per the Contract.
- g)** "Company Personnel" means the personnel to be provided by the Company.

The Representative / Engineer of the Company are also included in the Company's personnel. The Company's Representative / Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.

**h)** "Site" means the land, installation and other places, provided and designated by the Company on which the Works are to be executed by the Contractor.

**i)** "Company's items" means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.

**j)** "Contractor's items" means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.

**k)** "Commencement date" means the date on which the Contractor's personnel starts the job as mentioned in the Contract.

**l)** "Gross Negligence" as used in this Contract shall mean "wilful and wanton disregard for harmful, avoidable and foreseeable consequence".

WITNESSETH:

**1.0** (a) The Contractor hereby agrees to carry out the Work set down in the Schedule of Work which forms PART-II of this Contract in accordance with General Specifications read in conjunction with any drawings and Particular Specifications and Instructions which forms PART-III of this Agreement utilizing the services as offered by the Company and listed in PART-IV of the Contract.

(b) In this Contract all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Contract.

**2.0** The Contractor shall provide all labour, supervision and transport and such specified materials described in PART-II of the Contract including tools and plants as necessary for the Work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent Work which, although not specifically mentioned in this Contract but are necessary for completion of the Work in a sound manner and with good Workmanship.

**3.0** The Company's Engineer shall have power to –

**a)** Reduce the rates at which payments shall be made if the quality of the Work, although acceptable, is not up to the required standard, set forth in the Company's standard specifications which have been perused and fully understood by the Contractor.

**b)** Order the Contractor to remove any inferior materials from the Work site

and to demolish or rectify any Work of inferior Workmanship, failing which the Company's Engineer may arrange for any such Work to be demolished or rectified by any other means at the Contractor's expense.

**c)** Order the Contractor to remove or replace any Workman whom he (the Engineer) considers incompetent or unsuitable. The Engineer's opinion as to the competence and suitability of any Workmen engaged by the Contractor shall be final and binding on the Contractor.

**d)** Issue to the Contractor from time to time during the progress of the Work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the Works and the Contractor shall carry out and be bound by the same.

**e)** Order deviations in PART-II and III of this Contract after obtaining approval from the Company's management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be the same as those appearing in the Basic Schedule of Rates of C.P.W.D. in force on the date of issue of such deviation order.

**4.0** The Contractor shall have no claim against the Company in respect of any Work which may be withdrawn, but only for Work actually completed under this Contract. The Contractor shall have no objection to carry out Work in excess of the quantities stipulated in PART-II, if so, ordered by the Company at the same rates, terms and conditions.

**5.0** The Company reserves the right to cancel this Contract at any time upon full payment of Work done and the value of the materials collected by the Contractor for permanent incorporation in the Work under this Contract particularly for execution of this Contract up to the date of cancellation of the Contract. The valuation of the Work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-parte if Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

**6.0** The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:

- a) The Mines Act.
- b) The Minimum Wages Act, 1948.
- c) The Workman's Compensation Act, 1923.
- d) The Payment of wages Act, 1963.
- e) The Payment of Bonus Act, 1965.
- f) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.

- g) Employees' Pension Scheme, 1995.
- h) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- i) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- j) Goods and Service Tax (GST) Law.

or any other Acts or statutes not herein above specifically mentioned having bearing over engagement of Workers directly or indirectly for execution of Work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labourer appointed by the Contractor. Such statutory increase in the wage rates of Contract Labourer shall be borne by the Contractor.

**6.1** Contractor(s) whoever is liable to be covered under P.F. Act must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this Contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the Contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering employee's & employer's share) with the competent authority under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the final bill.

**7.0** The Contractor shall clear away all rubbish and surplus materials from the site on completion of Work and shall leave the site clean and tidy.

**8.0 Work Completion Time:** The Contractor must commence the Work within **7 (seven) days from the date of issue Work Order** and the Work should be completed within **Two (02) years** from the date of commencement. Non-compliance of this time schedule will call for imposition of liquidated damage.

**9.0 Validity of the Contract:** The Contract shall remain valid for a period of 02 year with a provision for extension one (01) more year from the date of commencement.

**10.0 Schedule of Rates:** Payment to the Contractor will be made against Work completed by them at the rates entered in the Schedule of Rates, PART-II hereof.

**11.0 Liquidated Damages:** Time is the essence of this Contract. During the currency of the job, the Work progress must be commensurate with the time elapsed. Work should be completed within stipulated period of completion. For any default in timely completion of assigned Work from the date of assigning the Work, Liquidated Damages at the rate of ½% (half percent) of the total value of the Contract, per week or part thereof, up to a maximum of 7.1/2% (seven & half percent) of the total estimated value of the Contract shall be levied on the

Contractor.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the Company attributable to such delay. The Company's decision in this regard shall be final.

**12.0** In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's Work and its neighbourhood.

**13.0 Estimated Value of Contract:** The total evaluated value of the Contract (all inclusive) is estimated to be Rs. \_\_\_\_\_ as detailed in Schedule of Rates, PART-II, but the Company shall pay the Contractor only for actual Work done at the all-inclusive rates set down in the Schedule of Rates which forms PART-II of this Contract.

**14.0 Tax Liability/ Goods and Services Tax:**

**14.1.1** "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.

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

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.

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

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. 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.

**14.1.4** 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.

**14.1.5** 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.

**14.1.6** 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.

**14.1.7** 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.

**14.1.8** 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.

**14.1.9** The base date for the purpose of applying statutory variation shall be the Tender Bid Opening Date.

**14.1.10** The Contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable 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.

**14.2 Anti-profiteering clause:**

**14.2.1** 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.

**14.2.2** In case rating of Contractor is negative/blacklisted 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 / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

**15.0 Payment Terms:** Payment shall be made against Work completed by the Contractor and duly certified by Company's Engineer. Taxes will be deducted at source as per the existing Act, wherever applicable.

On account payment may be made, not often than monthly, up to the amount of 100% of the value of Work done. Final payment will be made only after satisfactory completion of the Work. Such final payment shall be based on the Work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

**16.0 Performance Security:** Upon receipt of Notification of Award of the Contract, the successful bidder shall furnish Performance Security to the Company in the Form of a Bank Draft or Bank Guarantee from a scheduled bank located in India as per format provided in **ANNEXURE-B** of the Bid Document. The amount of Performance Security shall be equivalent to **3% of the Total Estimated Contract value for which contractor shall submit a performance security**. The Performance Security shall be valid till **9 (nine) months** beyond the validity of the Contract [3 (three) months beyond the validity of the Contract plus applicable warranty period of 6 months].

**17.0** The Contractor employing more than 20 (twenty) Workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate licensing Officer before undertaking any Contract Work. The Contractor shall also observe the rules and regulations framed under the Contract labour (Regulations & Abolition) Act.

**18.0** Wages shall be paid by the Contractor to the Workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the Workmen.

**19.0** The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.

**20.0** The Contractor shall ensure that all men engaged by them are provided with appropriate protective clothing and safety wear in accordance with Oil Mines Regulations 2017. The Company's representative shall not allow / accept those who are not provided with the same.

**20.1** The Contractor shall deploy local persons in Works. The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

**20.2** The Contractor will be required to allow OIL Officials to inspect the Work site and documents in respect of the Workers' payment.

**20.3** All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.

**20.4** The Contractor shall have to Work during rainy seasons also. Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.

**20.5** Efficient Workmen to be engaged by the Contractor. The Contractor shall have to provide temporary latrine facilities in the entire Work site for use of their Workmen during progress of Work.

**20.6** If required, the Contractor shall have to Work in two shifts for which no extra payment will be admissible to him / them.

**20.7** The Contractor shall use pump if needed for dewatering of pit(s) while excavation for which no extra payment will be made. Water that may accumulate on the site during progress of the Works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.

**20.8** If needed water and electricity will have to be arranged by the Contractor at his own cost. The Contractor himself (the signatory of the Contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in charge. The program of Works to be submitted in the form of Bar Chart within 3 days of receipt of Work order.

**20.9** Materials if rejected should be removed from site within 48 (forty-eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.

**20.10** The Contractor's representative should report to Engineer-in-charge on all Working days for instructions.

**20.11** The Contractor and his Workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the Work.

**20.12** The Contractor must quote, considering the prevailing minimum Labour wage rate for each day of Work.

**20.13** The Company reserves the right to get the part or whole Work complete at the risk and cost of the Contractor if they fail to complete the Work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.

## **21.0 LIABILITY:**

**21.1** Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment and/or loss or damage to the property of Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused unless caused by wilful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

**21.2** Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by wilful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

## **22.0 FORCE MAJEURE:**

**22.1** 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 term '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 party) 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.

**22.2** 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.

**22.3** Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy-two (72) hours after its occurrence, then either party will have the right to terminate the Contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive fifteen (15) days. Should either party decide not to terminate the Contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If, however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the Contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

**23.0 TERMINATION:**

**23.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

The Contract shall be deemed to be automatically terminated on the expiry of duration of the Contract (or extension, if any, thereof) unless OIL has exercised its option to extend this Contract in accordance with the provisions, if any, of this Contract.

**23.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth herein **Clause 22.0** above.

**23.3 TERMINATION OF CONTRACT FOR DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies then unless, the Company is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Company is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Contractor and / or to the surviving partners of the Contractor's firm on account of the cancellation of Contract. The decision of the Company in such assessment shall be final & binding on the parties. In the event of such cancellation, the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of Contractor 's firm liable for any damages for non-completion of the Contract.

**23.4 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.

However, Company shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court /

Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

**23.5 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not as per the provision of the Contract, the Company shall notify the Contractor in writing and specify in details the cause of 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. In the event Contractor rectifies its non-performance to the satisfaction of the Company, the option of termination may not be exercised by the Company. If, however, Contractor repeats non-performance subsequently, Company shall exercise the option to terminate Contract by giving 07 days' notice. Such Contractor shall be put on holiday as per the Banning Policy (revised on 17.03.2023) of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

**23.6 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Contractor's rights and / or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment / material, are transferred or assigned without the Company's written consent, the Company may at its option, terminate this Contract. Company shall not be however under any obligation to accord consent to the Contractor for change of ownership & assignment of the Contract.

**23.7** If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 7 successive days (not including Force Majeure delay), the Company at its option, may terminate the 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.

**23.8** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days' written notice to the Contractor due to any other reason not covered under the above Clauses from **23.1** to **23.7** 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 service charges and other charges as per the Contract up to the date of termination.

**23.9 CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the relative obligations of the parties to 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.

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

**23.11** In the event of termination of Contract, the Company will issue Notice of termination to the Contractor 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. No demobilization charges shall be payable by Company in case of Clauses from **23.4 to 23.7**.

#### **24.0 SETTLEMENT OF DISPUTES:**

##### **24.1 Arbitration (Applicable for suppliers/Contractors other than PSU and MSME):**

**24.1.1** Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, 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:

**24.1.2** 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.

**24.1.3** It is agreed and undertaken by the Parties that irrespective of country of origin of the Contractor, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

**24.1.4** 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
Up to Rs. 25.00 Lakh	Not applicable	Not applicable

Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

**24.1.5** 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.

**24.1.6** If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

**24.1.7** Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

**24.1.8** The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

**24.1.9** If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

**24.1.9.1** 20% of the fees if the claimant has not submitted statement of claim.

**24.1.9.2** 40% of the fees if the pleadings are complete.

**24.1.9.3** 60% of the fees if the hearing has commenced.

**24.1.9.4** 80% of the fees if the hearing is concluded but the award is yet to be passed.

**24.1.10** Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be

responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

**24.1.11** The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

**24.1.12** The Place/Seat of Arbitration shall be Bhubaneswar. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

**24.1.13** The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

**24.1.14** Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**24.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

**a)** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

**b)** A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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

**c)** Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

### **24.3 Arbitration (Applicable to Micro, Small and Medium Enterprise):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

### **24.4 Resolution of disputes through conciliation by OEC**

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee (“OEC”) to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and

the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the Contractor when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Kakinada.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Contract.

k) The parties shall be represented by their in-house employees / executives. No party shall bring any advocate or outside consultant / advisor / agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

## **24.5 Exclusions:**

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/Contractor and/or with any other person involved or connected or dealing with bid/Contract/bidder/Contractor.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/Contractor.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

## **25.0 JURISDICTION/ APPLICABLE LAWS:**

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 sole and exclusive jurisdiction of Courts situated in the State of Odisha.

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

**26.0** General Health, Safety and Environment aspects will be as per the terms set forth in **ANNEXURE-A and para 12.30 of Part-III.**

## **27.0 SET OFF:**

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other Contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons Contracting through Oil India Limited) for payment of a sum of money arising out of this Contract or under any other Contract made by the Contractor with Oil India Limited ( Or such other person or persons Contracting through Oil India Limited).

## **28.0 TAX LIABILITY:**

All statutory taxes / levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this Contract are inclusive of all taxes, royalty, etc. In respect of Royalty, the Contractor must submit to the Company - the proof of payment, Short-Term Permit (STP) within 15 days and N.O.C. / N.D.C. from the Mining department before payment of final bill. The rate of Royalty may vary from time to time as per Govt. directives and the same is binding on the Contractor.

## **29.0 SUB-LETTING:**

The Contractor shall not sub-let the WHOLE of the Works. Except where otherwise provided by the Contract, the Contractor shall not sub-let any PART of the Works without the written consent of the Engineer-in-Charge and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or Workmen, provided always that the provision of labour on a piece-Work basis shall not be deemed to be a sub-letting under this Clause.

## **30.0 COMMISSION OF MISCONDUCT / SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER / CONTRACTOR AND BANNING THEREOF:**

The information and documents furnished by the bidder / Contractor in respect of the tender/Contract are accepted by Company to be true and genuine. However, if it comes to the notice of the Company anytime either during the pendency of the tender or after award of the Contract or after completion the Contract that a Bidder / Contractor furnished fraudulent document/false information in relation to the subject tender/Contract or committed any misconduct, appropriate action shall be taken against the Bidder/ Contractor for debarment/banning of the bidder / Contractor from participating in any future tender of the Company in terms of the Company's Banning Policy (revised on 17.03.2023), besides making the Contractor liable for other penal action including termination of ongoing Contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing Contract(s) shall be forfeited by the Company.

**31.0 ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, Contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy (revised on 17.03.2023) available in website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written.

**Signed in the name and on behalf of:**

M/s. \_\_\_\_\_  
(CONTRACTOR)

**Signed in the name and on behalf of:**

**OIL INDIA LIMITED**  
(COMPANY)

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

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

**Name:** \_\_\_\_\_  
(Legal Power of Attorney)

**Name:**  
**Designation:**

**In presence of:**  
**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_

**In presence of:**  
**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_

**END OF PART - I**

## PART-II

### SCHEDULE OF WORK

**Civil Engineering survey, Land Acquisition, Soil investigation and design of RCC foundations for drilling Rigs in 05 (Five) No. of locations in OALP Blocks of Mahanadi Basin Project, Odisha covering Eight (08) Districts namely Puri, Khurda, Cuttack, Jagatsingpur, Kendrapara, Jajpur, Bhadrak, Balasore".**

Sl. No	Description of Items	Estimated Quantity (x)	Unit	Unit Rate (Rs.) (y)	Total Amount (Rs.) (x * y)
<b>SECTION A: SCHEDULE OF SERVICES FOR ENGINEERING</b>					
10	STAKING OF COORDINATES AND RECONNAISSANCE SURVEY: This further include following : - a) Fixing of Coordinates using DGPS (Differential Global Positioning System) as provided by OIL and connection of Survey of India (SOI) nearest benchmark using Total Station /DGPS & fixing specified pillars. of 150 mm x200 mmx1000 mm PCC(1:2:4) pillars after excavation and grouting the base including writing the name of the well to be drilled. b) Defining the location point w.r.t at least three nos. permanent objects available nearest to the location point. c) Preliminary survey and preparing the village Map( to 1:2000) in Auto CAD latest version, showing all survey Nos and marking the staked coordinates on the Map including marking of relevant features like village boundaries ,ponds, river, bridges & culverts ( including load carrying capacity data from the concerned authority ,temples and other major structures ,forest area , railway lines ,human habitat etc. Transfer and fixing of any shifted coordinate w.r.t the original location staked. d) Positioning of Drilling Plinth, Campsite and suitable approach road (shortest) including table top study based on latest satellite images of the area, evaluation of alternative road connectivity, preparation & submission of tentative road Map highlighting brief details of road category & their condition. e) Plotting of all necessary features/information in the Report /Map complete and submission of report along with drawings/Maps. f) Reconnaissance Survey will be done jointly with OIL personnel for selection for convenient approach road and Drilling Site from the Civil Engg. Point of view.	5	EA		
20	Carrying out detailed topographical survey : as per IRC guideline and as specified for road, based on the initial reconnaissance survey with respect to approved centreline using Total Station instrument including computing & plotting survey data, preparation of LAND	19	KM		

	<p>MAP &amp; LAYOUT PLAN(Scale "1:2000), and survey map incorporating contour lines, long section, cross section, ground features, villages, forest boundaries, tanks, canals, bridges &amp; culvers including their load Carrying capacity from the concerned Authorities , overhead/underground, power/communication lines, road crossing, etc. The work also include preparation of bill of quantity &amp; work estimate in MX-ROAD-MAX or any other equivalent software based on survey data and approved design &amp; drawing, and specifications including preparation of estimate of land requirement, collection of necessary land details, collection of data like HFL, rainfall including carrying out necessary survey for borrow area &amp; quarry etc. The contractor has to submit 10 copies of approved Land Map and 5 copies of approved Layout plan(after- necessary approval) along with copies of work estimate (both in soft &amp; Hard). Start point of road to be surveyed, will be shown by OIL's official. Boundary of land to be acquired shall be demarcated including supply and fixing of temporary CC posts /Bamboo posts/Pegs , Jhandis etc as required for the work.</p>				
30	<p>Carrying out detailed topographical survey :Survey using Total Station of an area 250m radius for the 'Drilling Plinth' with proposed location point as centre including planning drilling plinth, borrow pit, flare pit &amp; effluent pit etc. (standard drawing for the same to be provided by OIL) and providing suggestion for any shift in proposed location point in order to avoid permanent structures, river , streams, heavy earth filling, etc. based on the reconnaissance survey, preparation of LAND MAP &amp; LAYOUT PLAN, (after necessary approval), (Scale 1:2000), survey map incorporating contour lines, long section, cross section, ground features, villages, forest boundaries, tanks, canals, bridges &amp; culverts overhead/underground, power/ communication lines, road crossing etc. The work also include preparation of bill of quantity &amp; work estimate in MX-ROAD-MAX or any other equivalent software based on survey data and approved design &amp; drawing and specifications including preparation of estimation of land requirement, collection land details, collection of data like HFL, rainfall including carrying out necessary survey for borrow area &amp; quarry etc. The contractor has to submit 10 copies of approved Land Map and 5 copies of approved Layout plan along with copies of work estimate (both in soft &amp; Hard). Boundary of land to be acquired shall be demarcated including supply and fixing of temporary CC posts /Bamboo posts/Pegs , Jhandis etc as required for the work.</p>	5	EA		
<b>SECTION B: SCHEDULE OF SERVICES FOR CADESTAL SURVEY</b>					

10	<p><b>Drilling Location with 0.2 KM Approach road:</b>  Cadastral Survey and acquisition of land under RFCTLARR ACT 2013 or other state specific land acquisition rules of land or through direct private negotiations for Drilling plinth, Camp site, Flare pit including their Approach roads :</p> <p>a) Carrying out Cadastral Survey and preparing proposal ,obtaining consent and preparing land acquisition proposal for OIL’s Drilling Plinth , Camp site, Flare pit and shortest approach road as per requirement of OIL Including relevant Maps in AutoCAD latest versions ( to Scale 1:500) showing natural and artificial features.</p> <p>b) Collection of revenue documents like Jamanbandi,Girdabwari, latha traces,Mommy traces to prove that land is free from all encumbrances and legally suitable for acquisition for each location.</p> <p>c)Plot measurement of the portion of land proposed be acquired as specified and directed. The work include measurement and calculation of individual plots involved in the demarcated area etc. required for the work.</p> <p>d)Negotiation of of approved rates with the landowners . Final negotiation to be carried out along with OIL representatives.</p> <p>e) Obtaining consent of landowners and fixing lease rent, crop and other compensation etc. through mutual consent and making all necessary arrangements for the same including legal documentations.</p> <p>f) Obtaining necessary permissions from relevant authorities for undertaking required construction by OIL. Any statutory charges towards obtaining permissions shall be borne by OIL.</p> <p>g) Providing schedule of payment to be made to land owners, farmers including annual crop/other compensations.</p>	5.00	EA		
20	<p><b>Approach road beyond 0.2 KM</b> Cadastral Survey and acquisition of land under RFCTLARR ACT 2013 or other state specific land acquisition rules of land or through direct private negotiations for Drilling plinth, Camp site, Flare pit including their Approach roads :</p> <p>a) Carrying out Cadastral Survey and preparing proposal ,obtaining consent and preparing land acquisition proposal for OIL’s Drilling Plinth , Camp site, Flare pit and shortest approach road as per requirement of OIL Including relevant Maps in AutoCAD latest versions ( to Scale 1:500) showing natural and artificial features.</p> <p>b) Collection of revenue documents like Jamanbandi,Girdabwari, latha traces,Mommy traces to prove that land is free from all encumbrances and legally suitable for acquisition for each location.</p> <p>c)Plot measurement of the portion of land proposed be acquired as specified and directed. The work include measurement and calculation of individual plots involved in the demarcated area etc. required for the work.</p> <p>d)Negotiation of of approved rates with the landowners . Final negotiation to be carried out along with OIL</p>	19.00	KM		

	<p>representatives.</p> <p>e) Obtaining consent of landowners and fixing lease rent, crop and other compensation etc. through mutual consent and making all necessary arrangements for the same including legal documentations.</p> <p>f) Obtaining necessary permissions from relevant authorities for undertaking required construction by OIL. Any statutory charges towards obtaining permissions shall be borne by OIL.</p> <p>g) Providing schedule of payment to be made to land owners, farmers including annual crop/other compensations.</p>				
30	<p>Drilling Location with 0.2 KM Approach road: "Execution of Lease Agreements with respective land owners for OIL's Drilling Plinth , Camp site &amp; Flare pit sites including approach road. This include the following:</p> <p>a) Stamp paper charges(Rs-----)</p> <p>b) Preparation of Lease Agreements for each survey /block number.</p> <p>c) Execution of lease Agreements with land owners including distribution of payment as per standard mode decided by OIL for lease rent and crop/other compensations.</p> <p>d) Notarizing/Registry of the Agreements.</p> <p>e) Carrying out Nikham Bandi, field measurement &amp; documentation</p> <p>Handing over of the land non-incumbet land to OIL ."</p>	5.00	EA		
40	<p>Approach road beyond 0.2 KM "Execution of Lease Agreements with respective land owners for OIL's Drilling Plinth , Camp site &amp; Flare pit sites including approach road. This include the following:</p> <p>a) Stamp paper charges(Rs-----)</p> <p>b) Preparation of Lease Agreements for each survey /block number.</p> <p>c) Execution of lease Agreements with land owners including distribution of payment as per standard mode decided by OIL for lease rent and crop/other compensations.</p> <p>d) Notarizing/Registry of the Agreements.</p> <p>e) Carrying out Nikham Bandi, field measurement &amp; documentation</p> <p>Handing over of the land non-incumbet land to OIL ."</p>	19.00	KM		
50	<p>Supplying standard R.C.C. (1: 2: 4) boundary pillars of square section 1.00m long, sides of 100mm with 3 sunk in letters 40mm size (OIL) including supply of aggregate, sand and shuttering; straightening, scrapping, cutting, bending and binding, placing reinforcement by using 4 nos. 8mm dia. Main bar and 6mm stirrup @ 200mm centre to centre with provision of cover, cover blocks etc. including excavation of soil to the dimension of 300mm x 300mm x 450mm and placing the RCC pole ( 600 mm above the ground level) and filling the excavated/base area with plain concrete (1:2:4) and curing complete in all respects</p>	750.00	NO		

60	Supply and fixing of 150mm x 200mm 1000mm PCC pillar with one centre rod of 16mm dia for DGPS and control points in the ratio of CC (1:2:4) including supply of aggregate, sand and shuttering ; straightening cutting and placing reinforcement. Work includes grouting, placing and refilling, complete in all respects as directed by Engineer-in-charge.	25.00	NO		
70	Obtaining permission for shifting/re-routing of public facilities from company's existing sites/land(s)including permissions from the concerned Authorities including permission for construction of Baily Bridges( if needed) over canals or water badies.Actual cost shifting or re-routing or new construction will be deposited to the concerned sevice proveder Depatment by OIL against demand or actual expenditure whichever is less.	15.00	NO		

**SECTION - C : SOIL INVESTIGATION AND DESIGN OF RCC RIG FOUNDATIONS**

10	<p>The work include to collect sufficient information to design RCC Rig foundations considering salient features but not limited to the following:</p> <p>(i) Min. 2 Nos of 150 mm dia ( Minimum) bore holes one with 30 m &amp; another with 20 m depth from the existing ground level as per IS 1982 in all types of soil (excluding rock) .</p> <p>(ii) Collection of undisturbed soil sample (150 mm dia) from bore holes from soft to stiff clayey strata after every 3m distance.</p> <p>(iii) Conducting Standard Penetration Tests in bore holes at an interval of 1.50 m or change of strata starting from 0.50 m detpth up to 12.0 depth . Rest at 3.0 m interval Test samples obtained shall be levelled and preserved for laboratory tests.</p> <p>(iv) Conducting Laboratory Tests:</p> <p>(a) Conducting laboratory test for Atterberg limit.</p> <p>(b) Conducting laboratory test for Grain size analysis.</p> <p>(c) Conducting laboratory test for Triaxial shear test: undrained quick test(to be conducted on all cohesive samples).</p> <p>(d) Conducting laboratory test for Consolidation test.</p> <p>(e) Conducting laboratory test for determination of swelling index and swelling potential of soil (for expansive clay) samples collected.</p> <p>(v)Examining Quick sand potential.</p> <p>(vi)Chemical Analysis of Soil and Ground water Samples</p> <p>(vii) Submission of detailed soil investigation report 5 sets in hard copy &amp; one PDF copy including bore log, bearing capacity in different types foundation at different depth including pile loading capacity.</p> <p>(viii) Submission of design of drilling rig foundation with detailed calculations and working drawings suitable to the soil data collected and co-related. The detailed working drawing should indicate the type of foundation, Longitudinal Section and Cross Section along with reinforcement details (5 sets of detailed working drawing to be submitted for each location). The design to be vetted by a reputed University.</p>	5	EA		
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**Notes:**

**(i)** Bidder must include all machinery, labour, supervision, materials, insurance, profit, taxes and duties, together with all general risks, liabilities in their quoted rates including PF.

**(ii)** Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. The Rates / amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately. Bidders are to quote applicable GST rate considering clause No. 14 of PART-I.

**(iii)** 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.

**(iv)** The quantities assumed above are only for evaluation purpose however, payment will be made on actual Work done during the currency of the Contract.

**(v)** Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e., considering total quoted price for all services including GST (CGST & SGST/UTGST or IGST). In the event of mismatch between quoted GST rate and GST amount, the percentage rate quoted will be treated as correct and amount will be adjusted accordingly. Likewise, any calculations errors in arriving at the total Contract cost including GST for bid comparison will be rectified considering the quoted Unit Rates as correct.

**(vi)** Company reserves the right to increase / decrease the quantities of any item or delete any particular item(s) from the scope of Work at the time of award of Contract. If any bidder does not accept such deletion / modification to scope of Work their bid will be rejected and the bidder will be debarred from future tendering.

**(vii)** Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of Contract on that bidder, taxes mentioned by OIL in the Contract will be binding on the bidder.

**(viii)** In the event of mismatch in Schedule of Quantities/Units/Specifications between the Price Bid submitted by Bidder in e-portal with the one supplied by OIL with Tender, then the Bid submitted by the party will be straightaway rejected.

**END OF PART – II**

**PART-III**

**PART-III**

**SCOPE, SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT**

**PROJECT DESCRIPTION**

Oil India Limited (OIL), a Govt. of India Undertaking (PSU) Maharatna E&P Company engaged in Exploration, Production and Transportation of crude oil and natural gas intends to carry out Engineering Survey, Land Acquisition and Soil Investigation & Designing of RCC Rig Foundations through engaging a competent service provider/agency on contractual basis for providing services in the said area for construction of 05 Nos Drilling Sites for exploratory drilling campaign under the OALP Blocks in Mahanadi Basin in Odisha for period of 2 years with provision extension by one year.

**SCOPE OF WORK**

- i) Staking of coordinates, Reconnaissance and Detail Engineering Survey including estimation of quantity.
- ii) Services for carrying out Temporary Land Acquisition proceedings under RFCTLARR Act or other State Specific land acquisition rules of land including regulatory approvals thereof.

AND/OR

Services for carrying out Land acquisition by direct negotiations on willing lessor – willinglessee basis including obtaining regulatory approvals, including for conversion thereof as required by OIL.

**Note:** Land will be acquired either by direct negotiation basis or under the Act and local rules and regulations notified by competent authority.

- iii) Soil Investigation & Design of RCC foundations for drilling Rigs.
- iv) Permission from concerned Department/ **Re**-routing/shifting of public utilities from the approach road/drilling sites.
- v. **Unit of Measurement “EA” in the Price Bid stands for “ Per Drilling Location”. Bidders have to quote their prices “ Per Drilling Location” against these items.**
- vi) The scope of work covered in this tender is for 05 Nos. of Drilling Locations. However for, Exigency of work the company may increase the Scope of work by 03 more Drilling Locations at the same rate, terms and conditions.

It shall be Contractor’s total responsibility to carry out survey of Drilling locations & acquire land including Statutory Permissions etc. for exploratory drilling campaign

of the Company as detailed hereunder. However, it may be noted that the activities stipulated therein are indicative only and the Contractor shall have to provide/carryout all services whatsoever called for in achieving Company's above objective. Accordingly, the Contractor's responsibility shall include, but not limited to the stipulations hereunder.

## **1.0 PART-A: ENGINEERING SURVEY:**

It shall be Contractor's total responsibility to finalize staking the location to be drilled as per coordinates given by OIL and alignment of approach road including suitable alternative, Detail Topographical, Contour and Grid survey, Land Schedule preparation as per the following scope:

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

### 1.1 Brief scope:

- 1.1.1 Staking of the given coordinates of the location to be drilled on the ground surface seeking approval of OIL's representative and thereafter taking up detailed survey on the approved location along with plinth , camp-site, flare pit and approach road .
- 1.1.2 Presentation of survey data in the form of calculation sheets, drawings, reports/documents, etc. as defined in the Tender document. All drawings shall be as per standard formats.
- 1.1.3 Providing all qualified skilled/unskilled personnel to carry-out the entire job. All survey equipment's, tools and tackles and all other necessary materials required to complete the job satisfactorily and in accordance with the tender document shall be furnished by the Contractor.
- 1.1.4 Supply and installation of the survey monuments/pillars as per the tender document and instructions. It may be noted that settlement of all compensations and disputes arising from crop or other property damage during execution of the work shall be the sole responsibility of the Contractor.
- 1.1.5 The work includes detailed survey of Drilling plinth , camp-site , flare pit and approach road to establish the location point in plan, the ground profile along approach road , plan and cross sectional details of above ground/underground utility crossings such as, but not limited to, railways, roads, rivers, streams, canals, power / communication cables / lines, water, sewer, etc. Details of authorities from whom the permission is required to be obtained for various crossings as mentioned above, shall also be submitted.

1.1.6 The report shall include Preliminary reconnaissance survey (2 copies), detailed location & approach road survey of full (6 copies), levelling (3 copies), cross-section details (6 copies), fixing of pillars and plotting the location of pillars on village maps as prepared above. In addition to hard copies, the report shall also be submitted in one soft copy (AUTO-CAD) as well as KMZ file.

1.2 Detail scope work and specification:

- 1.2.1 Study and preparation of alternate shortest road routes from take-off point (emanating point) from the nearest existing road pliable for heavy oil field vehicles with multiple axle carrying approx. load of 60 MT to the surface position of the location to be drilled. The Contractor has to fully study the vicinity of the location area and organize the Reconnaissance Survey to finalise suitable alternate approach road for drilling location as per technical guideline and submit the same to the Company for final approval.
- 1.2.2 The contractor undertakes survey of existing village/panchayat roads for extra widening and smoothening of sharp turnings including acquisition of additional land. Min. width of carriageway of OIL approach road is 4.0 m with side berms of 1.0 m on the both the sides and min. Right of Way (RoW) is 12.0 m. Min. radius of curvature horizontal curve of road is 14.0 m. Suitable passing places of 3.0 m (W) x15.0 m(L) shall be provided at 500 m interval.
- 1.2.3 Providing fixing at least 2 nos. DGPS points for each location. One is near the drilling plinth & another at the take-off point of OIL approach road. DGPS points shall be marked on RCC pillars of the same specification of the pillars fixed in the location point.
- 1.2.4 Detail Topographical Survey of proposed approach road including finalizing the turning position, long section with 30 m interval, cross section with 30 m interval. Considering nature of ground cross section may be taken in between the normal interval.
- 1.2.5 Finalize the pillaring of turning point / angle point, marking the line and boundary of acquired land boundary.
- 1.2.6 Underground/over ground survey of the existing public utilities.
- 1.2.7 Collection of Cadastral / land map etc. from respective dept.
- 1.2.8 Geo-referencing, stitching, digitizing, and superimposing the cadastral map with survey data. Identify the survey corridor on cadastral map.
- 1.2.9 Preparation of land schedule
- 1.2.10 Method and specification of each task is defined below:  
Establishment of Ground Control point with DGPS:

- a) Company intends to carryout Extension of Ground Control Points by DGPS along the approach road corridor to stake the proposed alignment on ground. Ground Control Points shall be fixed at site by using dual frequency DGPS (at least 50 channels and above). During Joint Feasibility study stage, Master Control Points (MCPs) were fixed at site of about 2 km base length and Survey Control Points (SCPs) were fixed at site of about 1.0 km base length.
- b) Utilizing DGPS Control Points fixed along the route during Joint Feasibility stage of the study, extension of horizontal and vertical controls are to be carried out at every 0.50 km and Critical/Important locations.
- c) The objective of this activity is to collect data at newly established Survey Control Points, being established at every 1.0 km. These newly established Survey Control Points here after called NSCP are to be fixed at site. These NSCPs will be used for the purpose of staking of final alignment and road route survey. Data will be processed using post processing software and submit coordinates of all NSCPs after compilation to Company. The ultimate aim of the whole exercise is to achieve sub meter accuracy (allowable limit 1cm) in plan and DTM for planning of this project. Therefore, accuracy in observation of NSCPs and care in data collection & processing are of paramount importance.
- d) In this process, the Contractor needs to follow the minimum, but not limited to, the procedure and method mentioned in subsequent paragraphs. However, Contractors are encouraged to adopt best international practices to elevate the level of accuracy.

#### 1.2.11 Identification / installation of control markers on ground:

- a) This project needs to be executed with utmost care and in consultation with Company representatives using satellite imagery and/or Goggle images. For this purpose, tentative alignment in CAD and/or kml/kmz file (Google Earth compatible) shall be supplied to the Contractor wherever available.
- b) The following points shall be kept in mind while selecting newly established Survey Control Point (NSCP) locations:
  - i) Keeping safe distance of HT/LT lines, radio/mobile towers, high frequency dish antennas, radar etc.
  - ii) Free from multipath problems associated with tall features in the vicinity.
  - iii) Free from foliage

- iv) Free from major obstructions / obstacles
- v) Easily accessible to the survey team.
- vi) Open to sky with a clear view towards sky at 15 degree angle with horizontal plain. (15 degree elevation mask)
- vii) Equally spaced at an interval of 1.00 Km apart

#### 1.2.12 Fixing of RCC Pillars:

- a) RCC Pillar will be erected in advance at newly established Survey Control Points, being established at every 1.0 km and Critical/Important locations. Additional pillars may be erected at 200 m c/c on both sides of land acquired for approach road and at 50 m interval or at the corners & turnings for land boundaries of plinth, campsites and flare pits. The exposed surfaces of pillars should be smooth and neatly finished. These surfaces shall be painted with first quality enamel paint of colour as specified by Engineer-in-charge. Pillar numbers shall be engraved on pillars and same shall be written with paint.
- b) The monuments for DGPS shall be made of cement concrete of grade M-15 (1:2:4), rectangular in shape and size of 1000 mm x 150 mm x 200 mm. A rod of 20 mm diameter and 100 mm long of Mild steel shall be provided at the centre of pillar to mark location and each pillar shall be painted to mark its number. The pillar will be founded in the ground using cement concrete of grade M-15 (1:2:4). The indicative shape and specification for the PBM are shown below. DGPS/PBM with number should be carved in the upper side of the pillar.

#### 1.2.13 Establishment of Horizontal Control:

- (a) For traversing, the Contractor shall use Total Station equipment. The total station should have 1 *second* accuracy. Horizontal control shall be established by running a closed traverse on control points (RCC pillars/permanent structures) along the corridor using Total Stations of standard accuracy (as per DIN standards).
- (b) Before starting the survey, a quick Reconnaissance Survey of the area shall be carried out to determine the following: -
  - (i) Nature of terrain;
  - (ii) Suitable location for fixing traverse stations;  
The Traverse station shall be established on firm ground and at such locations so that maximum length of staking can be covered. The traverse stations shall be 20 to 30m away from the centre line of the proposed alignment.

- 1.2.14 Length of traverse would be around 1.0 km (one direction). The Contractor shall use tri batch only (Plumbing pole will not be used) for accurate – back & fore sight traverse prism readings. Traverse lines shall be run by measuring distances and bearings including angles between traverse stations in both faces (left and Right) and mean of two shall be adopted.
- 1.2.15 The error within the above permissible limits of the traverse lines shall be balanced by closed traverse adjustment applying Bowditch/Transit Method and got approved by Engineer-in-charge. In case the errors are beyond the above permissible limits, the traverse surveying shall be carried out again to ensure correctness of traversing.
- 1.2.16 The Contractor shall supply adjusted coordinates (Northing and Easting) of all control points along with raw observations downloaded from Total Station, calculation sheet and description of all control points on excel component of MS office. The co-ordinates of all control points shall be with respect to the co-ordinate system of control points established (NSCP/SCP) (Grid Co-ordinates) for main route alignment. Coordinates of control points fixed by total station should normally match the coordinates of control points fixed by DGPS. In that case Contractor may be required to adjust the error w.r.t. DGPS control points by Bowditch/transit method. In case the coordinates do not match within the permissible error, Engineer will issue suitable instructions regarding the control points to be used for further work. Only Grid Coordinates shall be used for the purpose of staking of alignment and topographic and Hydrological Survey. Total station should have capability to enter scale factor for conversion from ground to grid coordinates and thereafter observation in grid coordinates.
- 1.2.17 Closing of traverse, error and distribution of error shall be certified by Oil Engineer before picking up further detailing of existing features. However, levelling work to vertical control should be planned in tandem with traversing work.
- 1.2.18 A sketch for surveyed points with respect to traverse stations should be prepared in a field register with date of survey. Every page of the field register should be numbered and each page signed by the surveyor.
- 1.2.19 Topographic Survey shall be carried out to pick up the details of different utility services of Railway or other Central/State Govt./Private authorities like OHE structure and installations, S&T structures and installations, Open/Tube well, pump house, telephone/electric poles, high tension lines, trees etc. above the ground, and underground wires/cables, pipelines (water, gas, petro etc.), which need to be shifted before construction.

- 1.2.20 Detail drawings of existing underground utility services shall be collected from the concerned departments and the same shall be identified at site through tell-tale signs and by drawings collected from concerned department/organisation and the same shall be picked up by total station/DGPS. In addition, their exact locations and routes shall be surveyed by Ground Penetrating Radar (GPR) Survey or other suitable alternative.
- 1.2.21 Topographic survey of existing Govt./Private structures coming within proposed land boundary & 10 metre either side of final alignment of approach like buildings etc. shall also be picked up through total station.
- 1.2.22 Staking of centre line of final alignment :  
Setting out of final alignment is most important component of this survey, which ensures not only the effective implementation of the scheme, but also the correctness and accuracy of the design. The setting out and referencing shall be done in the following manner.
- 1.2.23 During staking, partial topographic survey shall be carried out. Any one existing permanent structures, such as buildings, bridges/culverts, crossing of railway line/roads with proposed alignment shall be picked up as existing on ground with respect to reference frame established above, at least 10 points/km with x,y,z. For carrying out this work necessary traverse/sub-traverse shall be carried out connected with already established traverse/MCP/SCP/NSCP and TBM established at site using Total Station of standard accuracy (DIN Standard). The same partial topography should be reflected on final staking drawing on scale 1:1000.
- 1.2.24 Additional Topographic Survey at critical/important locations: Additional Topographic Survey shall be carried out using DGPS/Total stations if required, at critical/important locations for development of vertical/horizontal alignment.
- (i) Running closed traverse needed to cover area of interest at each location
  - (ii) Picking up topographical details (manmade & natural features) with the help of Total Station/ DGPS in RTK mode. Preparation of ACAD drawing
  - (iii) Joint Verification at site.
  - (iv) Data collection of missing features if any.
- 1.2.25 Underground study to avoid hazard and other existing utilities of approved corridor:
- (i) After finalization of the pipeline route the Contractor needs to study the details of underground utility with the GPR instrument to avoid the

hazards. Ground Penetration Radar (GPR) or other suitable instrument is to be used for Underground utility mapping of project corridor. A drawing in AutoCAD Format shall be submitted showing all underground utilities including water pipe lines, oil pipe line, electrical cable, OFC, etc. Distance of these utilities from carriageway edge, diameter and depth with respect to existing level should be clearly mentioned in the drawing.

- (ii) For the GPR data, Accuracy shall be maintained within 02 decimetre or 0.1d (Depth) whichever is bigger Position and levels shall be related to the specified Grid and Datum and shall be normally be related to the centre of metallic pipes or cables.

## **2.0 PART: B CADESTAL SURVEY LAND ACQUISITION:**

### **DETAILED SCOPE OF WORK**

**The Detailed scope of work shall be mainly categorised under two major services:**

- i) Services for carrying out Temporary Land Acquisition proceedings under RFCTLARR Act or other State Specific land acquisition rules of land including regulatory approvals thereof.

AND/OR

Services for carrying out Land acquisition by direct negotiations on willing lessor – willing lessee basis including obtaining regulatory approvals, including for conversion thereof.

Note: Land will be acquired either by direct negotiation basis or under the Act and local rules and regulations notified by competent authority.

- ii) Other miscellaneous works, if required apart from activity as point 3(1).
- 1) Services for carrying out Temporary Land Acquisition proceedings under RFCTLARR Act, 2013 or other State Specific land acquisition rules of land including regulatory approvals thereof.

Detailed scope under this head shall include but not limited to the following:

- a) Vendor shall examine relevant acquisition rules & regulations of the state as well as central government and suggest best acquisition mode to the company which shall be cost effective, time effective (minimum acquisition time) and litigation free, including a feasibility study in

- consultation with OIL.
- b) Post confirmation of acquisition mode, Contractor shall prepare detailed process / procedure to be followed for the acquisition along with tentative time schedule for the same in conformity with extant Acts, Rules, and Executive instructions(Central and State).
  - c) Preparation and submission of application along with necessary documents under relevant clause of the Act in the prescribed format to the District Collector / Divisional Commissioner (DC) as per the Act.
  - d) Collection of required revenue documents like Jamabandi, Records of Rights, Village maps, Girdawari (Crop details), etc. required to enclose along with the application. Company will check & sign the application required for the same. All documents provided should be duly authenticated by respective revenue authorities.
  - e) Land(s) shall be acquired temporarily for 3 years under the provisions of the Act for which all the proceedings shall be done at respective DC office and State Government (Revenue Department) and shall accord the necessary approval for the same and explore the scope of petroleum minerals & pipelines Act, 1962 as amended from time to time.
  - f) Contractor is required to follow-up with the district administration / revenue team coordinate for timely processing of the proposals and has to pursue process at all levels of the state and district administration such as the office of the Revenue Dept. / State Secretariat / DC / ADM / sub collector / Tehsildar / Revenue Inspector for approval of the file for the proposed site. Typical steps involved in process is as follows & keep OIL appraise of the development at all stages.
    - i. Preparation of application / proposal inclusive of drawings / maps / schedule etc.
    - ii. Submission of request / proposal to DC / RDC / Directorate of Petroleum / Directorate of Mining / Concerned Tehsildar / Land Acquisition Officer, etc. or wherever applicable as per respective State regulations.
    - iii. DC forwards the proposal to sub collector/ Tehsildar / Revenue Inspector for field verification.
    - iv. Field verification by Revenue Inspector and report to Tehsildar. simultaneously to sub registrar for verification of encumbrances and prohibition on creation of new encumbrances. Procedure can be dispensed with if land owners agree for direct sale, lease basis on negotiation.
    - v. Recommendation by Tehsildar / Sub Collector to DC.
    - vi. NOC to be obtained from bank & other departments (if any) as per the direction of DC office wherever required.
    - vii. Recommendation by DC to Secretariat at State for approval.
    - viii. Post approval by State, DC declares awards and handover possession of the land to the company and compensation payment

to the landowners.

- g) Contractor shall also coordinate for the following with DC office, if required:
- i. To prepare all internal proceedings of each file / proposal like note sheet, applications etc.
  - ii. Carrying out Site visits with DC, if and when required, for preparation of field reports / Panchanama.
  - iii. Preparation and submission of reports to DC, Secretariat at State and company regarding status of different acquisition proposals.
  - iv. Preparation & serving of notices regarding acquisition through Tehsildar / Revenue Inspector as per provisions of the Act.
  - v. Collection of relevant data required for deciding the compensation rates like market value of the land, DLC rates, Crop / Trees rates from Agriculture, Horticultural & Forest department, valuation of assets by PWD / PHED and submission to DC through OIL. However the exercise if not acceptable, DC may entrust the exercise to Govt or Govt authorised social impact assessment group .
  - vi. Preparation of draft compensation awards as per relevant provisions of the Act. Ensure declaration of awards by DC and publication of the same in the Government offices website as directed.
  - vii. Preparation & serving intimation notices to landowners through Tehsildar & Revenue Inspector regarding declaration of awards.
  - viii. Collection of required details of the land owners like ID, Bank account details and submission to DC for preparation of payment cheques, Tehsildar's data may override the data of the contractor.
  - ix. Conduct reconciliation of Cheques issued and bank statement if separate account for the company is maintained.
  - x. If it is deemed necessary to file caveats against possible Litigation to avoid ex parte orders, the Bidder will provide necessary information to the Company to enable filing of effective caveats in courts to be identified by the Contractor.
  - xi. Contractor will coordinate with concerned Govt. Office for all court cases with collection of necessary backup documents as and when required.
  - xii. Maintain proper documentation of all the land acquisition proceedings like Proposals, notices, letters, awards, cheques etc. and providing the same to the company.
  - xiii. Preparation and responding to the complaints raised by the community.
  - xiv. Contractor shall also coordinate to obtain any regulatory approval like Construction permission, NA conversion (If applicable) associated with Temporary acquisition and other related permissions / NOC's viz., Bank NOC, PWD / PHED / other department permission etc. in case the same is required by DC office.

- xv. Obtaining approvals from concerned road authority for construction of approach road to each site from the nearest road.
- xvi. Obtaining permission from concerned authority for sub-surface facilities like water pipeline, OFC, electrical cable, ROU corridor, etc.
- xvii. Any other services and facilities not specifically mentioned herein-above or elsewhere in the Bid Document but are essentially required to obtain the approval for the said work, to complete the acquisition proceedings smoothly such that the land acquired is ready for use by the Company for intended purpose and as directed by company are to be carried out by the Contractor at no extra cost.

**Note:**

- 1. Company shall pay lease rental and encumbrances compensation directly to the DC via wire transfer or cheque or demand draft based on the demand note / land award receipt post which DC will pay the same to respective landowner(s).
- 2. Contractor shall pay for all the statutory dues, like Government fees like sale deed registration charges, stamp duty, statutory payments towards obtaining aforesaid approvals / permissions etc based on submission of documentary evidence(s).

**AND/OR**

**Services for carrying out Land acquisition by direct negotiations on willing lessor – willing lessee basis including obtaining regulatory approvals thereof.**

Detailed scope under this head shall include but not limited to the following:

- a) Contractor shall examine relevant acquisition rules & regulations of the state as well as central government and suggest best acquisition mode to the company which shall be cost effective, time effective (minimum acquisition time) and litigation free.
- b) Identification of plot / land as directed by the company, carrying out feasibility of all the options and finalization after acceptance by the company.
- c) Collection of revenue records like Ownership details, Revenue maps, Jamabandi, 7/12 Record of Rights, Girdawari (Crop details) & other required relevant documents to establish correctness of ownership as per the records & possession. All documents collected need to be authenticated by respective revenue authorities.
- d) Collection of land valuation records like Government Jantri rates (DLC rates), Registered sale deeds from Sub registrar office for last 6 months, details of any acquisition proceedings that have been initiated or

proposed to be initiated by local authorities / bodies and enquiry about the current market price of the land and recent trend in the real estate in the surrounding area and providing the data to the company.

Apart from the said, Vendor has to be obtained necessary rates, year-wise, to compensate the agricultural and forest products, including civil construction, if any.

- e) Contractor has to record all available encumbrances in the proposed site in presence of the Company representative through a Panchnama, which are required to be removed or disturbed during proposed exploration drilling activity, and to process of necessary compensation as per the prevailing rates in the respective state & to eliminate fake stake holders.
- f) Finalization of compensation statement inclusive of lease rental and encumbrances compensation shall be mutually discussed with the Company and submitted by the Contractor to the Company for payment process.
- g) Carrying out title clearance of the land through advocate and submission to the company including publication in local newspaper (min. 2 leading local newspapers).
- h) Identification of the land owners and conducting discussions / negotiations with the land owners for finalization of rate & deal. Arrange final discussion/negotiations in presence of OIL's authorised representatives.
- i) Obtaining consent of landowners for Lease, getting the "Agreement to Lease" signed by the Land owners and collection of legible bank details, ID proof (Aadhar Card) and Contact No. for making the rental payments either online or virtual instruments.
- j) Obtaining the information regarding stamp & registration charges to be paid for registration of Lease deed at Sub Registrar office and facilitate the company in making the payments. Arranging required E-challans to make the payment, depositing the payments to the bank and obtaining necessary acknowledgement / deposit slips etc.
- k) Arranging execution of Lease deed in the name of the company. Services required to register the Lease deed at concerned Sub-Registrar office shall be arranged by the Vendor. Post registration of Lease deed necessary entry in the land record to be ensured by the Vendor.
- l) Carrying out demarcation of the land through concerned Revenue Authority of the state and obtaining approved measurement map from them. Resolving demarcation / possession issues (if any) with the help of revenue authorities.
- m) Obtaining all required approvals / no objection certificates from concerned authorities like village panchayats or municipalities etc., under whose jurisdiction each plot of land falls, for constructing the sites.

- n) Obtaining approvals from concerned road authority for construction of approach road to each site from the nearest road.
- o) Obtaining permission from concerned authority for sub-surface facilities like water pipeline, OFC, electrical cable, ROU corridor, etc.
- p) Obtaining permission / approval for Conversion of land purpose from any purpose like Agricultural to Non-Agricultural (NA) purpose or other purpose as prevailing from the applicable concerned authority as per Land Conversion rules & regulations of the state.
- q) Obtaining clearance from Bank / Financial Institutional earlier taken against land mortgage for the proposed site is to be ensured by the Contractor prior to application to Lease Registration / NA Conversion.
- r) Obtaining permission / approval for layout plan, any other construction permission required as per the prevalent rules & regulations of the authority.
- s) If it is deemed necessary to file caveats against possible litigation to avoid ex parte orders, the Contractor will provide necessary information to the Company to enable filing of effective caveats in courts to be identified by the Vendor.
- t) Vendor will coordinate with concerned Govt. Office for all court cases with collection of necessary backup documents as and when required
- u) Handing over clear and encumbrance free possession of the proposed site to the Company by the Vendor.

Note:

1. Company shall pay lease rental and encumbrance's compensation directly to the landowner(s) via wire transfer or cheque or demand draft based on the submission of detailed statement duly signed by vendor and company representative and "Agreement to Lease" duly signed by the respective landowner(s) and authorized company representative at the time of lease deed registration.
2. Contractor shall pay the statutory dues payable, like Government fees like lease deed registration charges, stamp duty, statutory payments towards obtaining aforesaid approvals / permissions etc based on submission of documentary evidence(s).

**2) Other miscellaneous works, if required apart from activity mentioned above.**

Apart from the above-mentioned works, Contractor need to execute following miscellaneous works, whenever required. The scope under this head shall include but not limited to the following:

- a) Obtaining required revenue documents like village map, Jamabandi, Girdavari, latta trace, Mommy trace of Survey Nos./ Villages as informed by the company as and when required. Payment shall be paid Survey No. wise only, however multiple survey nos. mentioned in one

jamabandi or map against common ownership shall be treated as single unit.

- b) Carrying out “Nekham Bandi, field measurements & demarcation through SDM, Tehsildar, Revenue Inspector whenever required / informed by the company representative. Payment shall be paid Survey No. wise only after completion of field measurement and obtaining certified copy of report.
- c) Obtaining permission for shifting / re-routing of any public facilities like underground water pipelines or overhead electrical lines within company’s designated land. Scope of work shall include the following:
  - I. Submission of the application to the concerned authority.
  - II. Follow up with authorities and arranging site visits if required at site.
  - III. Obtaining the demand note for the same. Necessary amount as per demand note shall be deposited by the company through cheque/DD.
  - IV. Obtain the final permission for shifting/re-routing.
  - V. Follow up with the authorities to shift the facilities. Obtaining NOC from landowners, Gram Panchayat, Agricultural Dept., etc. post restoration of drill site by Drilling contractor.

1. General essential conditions:

- a) All manpower shall also comply with the provisions of applicable labour legislations.
- b) Any indecent behaviour / suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty shall be levied on the Vendor and decision of company’s representative on this shall be final and shall be binding to the Contractor.
- c) The Contractor is also required to submit the list of the manpower with photo ID, address proof, Police verification, etc. before starting the work.
- d) Contractor shall be solely responsible for the credentials / acts of his staff /workers.
- e) Contractor is required to make timely payment to his staff including various statutory authorities. The company reserves the right to check the same. Payment to the manpower deployed to be made only through banks or cheques.
- f) Contractor has to strictly comply with the Company’s HSE Policies and guidelines.
- g) Contractor has to comply with the Company’s Alcohol / drugs policies. Contractor has to ensure that no worker should enter the site under the influence of alcohol.
- h) In case of any violation of Company’s HSE, Alcohol / drugs policies and Company’s all the other policies the contract will be terminated

- immediately.
- i) Bidder to provide documentation on ISO 9001:2015 certification or equivalent systems if available.

## 2. Health, Safety & Environment

- j) Contractor shall follow Company's Health Safety & Environment Management Policy which shall be provided with the LOI / Contract of Award.
- k) Contractor will have to submit HSE documents / checklist duly filled and signed which will be enclosed along with the tender document.
- l) Bidder to submit documents as per minimum risk HSE & Quality questionnaire (Documents attached with the Tender).

## 3. Contract Duration

Contract period for the execution of this job shall be 2 years from the date of award of this contract. Contract shall be extended with the same price, terms & conditions for another 12 months based on the circumstances or requirement on the mutual agreement between Company and Contractor with prior approval from the management.

<b>SL. No</b>	<b>Activity per location</b>	<b>Tentative Time of the Activity from the Date of Consent by the Company</b>	<b>Deliverables</b>	<b>Payment</b>
<b>A</b>	<b>Stacking of coordinates, Reconnaissance, preliminary and detailed Survey</b>	<b>45 days</b>		
A.1	Reconnaissance and Preliminary Survey	15 days	a) Fixing of DGPS /SOI pillars. b) Preparation of village maps. c) Positioning of drilling plinth, campsite and approach road	100 % after completion of preliminary survey and submissions of drawings duly approved/certified by OIL,s officials.
A.2	Detailed Survey for Plinth & Approach Road	30 days	a) Preparation of land maps & layout plans. b) Preparation of bill of quantities and work estimate c)preparation of estimate of land requirement, collection of necessary land details	100 % after completion of detailed survey and submissions of drawings duly approved/certified by OIL, s officials.
<b>B.1</b>	<b>Obtaining permission for Temporary Acquisition of Land under RFCTLARR Act 2013 or other State Specific land acquisition Act</b>	<b>90 days</b>		
B.1(i)	Sending Recommendation to Secretariat by DC and receipt of approval thereof from Secretariat to DC	30 days	Receipt of approval from DC	40% of item rate
B.1(ii)	Final award by DC, payment disbursement to landowners and possession to Company for the further proposed exploration drilling activity	60 days	Final award by DC and Possession by company	60% of item rate
<b>B.2</b>	<b>Services for carrying out Land acquisition by direct negotiations</b>	<b>60 days</b>		

B.2(i)	Providing Site Possession to Company inclusive of site finalization, due diligence of title clearance, evaluation and calculation of rental rate and encumbrances compensation, submission of documents for payment, lease deed registration and entry in the revenue records, demarcation and possession.	45 days	Demarcation and possession by the company	60% of item rate
b.2(ii)	Obtaining final NA conversion permission inclusive of application, obtaining NOC's, recommendations from authorities and obtaining demand note	15 days	After completion of land conversion permission	40% of item rate
<b>C</b>	Soil Investigation & Design of RCC foundations of Drilling Rig	60 days		
C.1	Soil Investigation	15 days	2 Nos of 150 mm dia ( Minimum) bore holes one with 30 m & another with 20 m depth from the existing ground level and collection of samples.	40 % of Item rate
C.2	Soil testing	30 days	Conducting Laboratory Tests as specified	40 % of Item rate
C.3	Design of RCC Rig	10 days	Design of Rig foundation	20 % of item rate after final submission of design report.
<b>20</b>	<b>Other miscellaneous works (If required apart from activity as point 10)</b>			
a	Obtaining permission for shifting/re-routing of public facilities from company's existing sites/land(s) & other miscellaneous work, if required.	30days	On receipt of permission from authorities,	100 % on completion

### **Project projection and documentation:**

1.0 Vendor shall submit weekly progress report or as required by Company. The report shall cover, overall status addressing key points and issues, actual v/s planned progress and resources. The report shall cover details about the other

activities covered under this SOW. Format of the report shall be agreed between Company and Vendor.

## 2.0 Land Requirement for Well Plinth /site & Approach Road:

- a) Well Plinth means Well Plinth/site/pads , effluent pits , camp site and flare pits  
Approx. Dimension of the Well Plinth is 220 m x 150 m (LxB), which include camp site (min. 60 m x 30 m) , flare pit ( min 30m x30 m) .Dimension may vary based on geographical site condition.
- b) Min. Approach Road width is 10-15 mtr, however the same may vary based on geographical site conditions.
- c) Assuming Approach Road length per Location is approx.4.00 km, however, the same may vary based on geographical site conditions.

## **3.0 PART: C SOIL INVESTIGATION AND STRUCTURAL DESIGN OF RCC FOUNDATIONS OF DRILLING RIGS:**

### 3.1 SPECIFICATIONS FOR SOIL INVESTIGATION

#### **3.1.0 INTRODUCTION**

3.1.1 Soil investigations are required to be conducted at site of Rig foundations of the locations will be shown by OIL.

#### **3.1.2 SCOPE**

3.1.3 These specifications cover requirements of soil investigation at various drilling location sites to be released in different districts viz. Puri, Cuttack , Jagatsinghpur, Kendrapara, Jajpur, Bhadrak in the state of Odhisha.

3.2.0 Various tests to be conducted are as follows:

- a) Min. 2 Nos of 150 mm dia ( Minimum) bore holes one with 30 m & another with 20 m depth from the existing ground level as per IS 1982 in all types of soil (excluding rock).
- b) Collection of undisturbed soil sample (150 mm dia) from bore holes from soft to stiff clayey strata after every 3m distance.
- c) Conducting Standard Penetration Tests in bore holes at an interval of 1.50 m or change of strata starting from 0.50 m detpth up to 12.0 depth . Rest at 3.0 m interval Test samples obtained shall be levelled and preserved for laboratory tests.
- d) Conducting Laboratory Tests:
  - i. Conducting laboratory test for Atterbarg limit.
  - ii. Conducting laboratory test for Grain size analysis.
  - iii. Conducting laboratory test for Triaxial shear test: undrained quick test(to be conducted on all cohesive samples).
  - iv. Conducting laboratory test for Consolidation test.
  - v. Conducting laboratory test for determination of swelling index

and swelling potential of soil (for expansive clay) samples collected.

- vi. Examining Quick sand potential.
- vii. Chemical Analysis of Soil and Ground water Samples
- viii. CBR Test

Submission of detailed soil investigation report 5 sets in hard copy & one PDF copy including bore log, bearing capacity in different types foundation at different depth including pile loading capacity.

### **3.3.0 JOB REQUIREMENTS**

#### 3.3.0.1 GENERAL

3.3.0.2 The contractor will be required to mobilize qualified geo-technical engineers with appropriate experience for supervision of field works and for preparing the report.

3.3.0.3 The work shall be carried out in accordance with the relevant BIS for foundation (latest edition) modified to the extent give below. The coordinates of test locations shall be given by OIL at the time of execution.

3.3.0.4 Contractor shall establish and tabulate reduced levels and co-ordinates of various test locations. Any expense on this account shall be deemed to have been included in the quoted rates.

3.3.0.5 Field bore logs shall be furnished to the Engineer-In-Charge as soon as it is completed.

#### 3.3.1 Boring

Minimum diameter of the borehole shall be 150 mm. Auger boring shall be resorted to above the table, whereas below the water table the boreholes shall be advanced by shell and auger / mechanically operated rotary mud circulation drilling. Special care shall be taken to see that no water is introduced into the borehole while boring above the water table. Use of chisel and percussion boring shall be permitted exclusively in strata having SPT-N greater than 100 blows per 30 cm of penetration and as per direction of Engineer-In-Charge.

The depth of ground water table shall be measured. The water in the borehole shall be allowed to stabilize after depressing the water level adequately by bailing. Stability of the borehole sides and bottom shall be ensured at all times.

#### 3.3.2 Standard Penetration Tests (SPT)

These shall be conducted at 1.5 m intervals in depth. The first penetration test in the borehole shall be conducted at 0.5m depth from the existing ground level. SPT shall be terminated on recording a blow count of 100 blows per 30 cm or less penetration for consecutive 3 tests at the interval specified above.

### 3.3.3 Disturbed soil sample

At least one disturbed soil samples shall be collected at every change of strata from boreholes. Identification levels indicating depth, borehole no. and visual soil classification shall be affixed on the containers.

### 3.3.4 Undisturbed samples

Undisturbed samples (100 mm dia) shall be collected from the borehole from representative soils in cohesive deposits, if any, at intervals of 3.0m, in depth or every change of stratum whichever occur earlier. The area ratio of the sampling tubes shall no exceed 20%. Quoted rates shall include transport of samples from site to the laboratory.

Care shall be taken to minimize samples disturbance while collection of samples. Samples shall be collected preferably by pushing the sampler. Driving by hammer above ground level (like SPT) is not acceptable. However, for stiff / hard soil a sliding hammer can be used for driving the sampler at sampler head.

### 3.3.5 Laboratory Tests

After collecting disturbed and undisturbed samples from different boreholes at different depths a laboratory test schedule shall be prepared. The laboratory tests shall essentially comprise, but not limited to the following:

#### 3.3.5.1 Grain size distribution

Wherever applicable both the sieve and hydrometer analysis shall be conducted to indicate complete range of grain size in the soil samples tested.

#### 3.3.5.2 Atterberg limits

The tests should include liquid, plastic and shrinkage limits of the soil samples.

#### 3.3.5.3 Consolidation Tests

Test shall be conducted for vertical drainage only. The following loading stages shall be employed. 0, 0.1, 0.25, 0.5, 1.0, 2.0, 4.0, and 8.0 kg/cm<sup>2</sup> from the  $e$  vs  $\log p$  curve, pre-consolidation pressure shall be determined to establish whether the soil is normally consolidated or over consolidated. Cycle of loading, unloading and reloading shall be applied. The field virgin compression curve shall be established. The procedure adopted in respect of obtaining compression indices from the field curve and that for computing settlements for the type of soil under consideration shall be clearly illustrated in report.

The following curves shall be included in the report.

- (a)  $e$  vs  $\log p$ ,
- (b)  $e$  vs  $p$ ,
- (c) compression vs  $\log t$  or compression vs square root of  $t$ .

The choice of relationship for inclusion in the report depends upon the nature of the curves which enable a clear determination of  $C_v$  (coefficient of consolidation for vertical drainage only).

The parameters essential for computing settlement and its rate shall be tabulated for the clay layer (s) met with. The time period, required or 50% and 90% primary consolidation shall be given in the report. Computation of secondary settlements, if significant, shall also be made and included in the report. Location of  $P_c$  (pre-consolidation pressure) shall be clearly indicated in the  $e$ -log  $p$  curve. Values of  $M_v$  and  $C_v$  shall be furnished for different pressure ranges including the values for  $e_0$ ,  $C_c$  &  $P_c$  in tabular form.

#### 3.3.5.4 Triaxial Tests

These tests shall be done on specimen saturated by the application of backpressure. The magnitude of the backpressure applied shall be indicated in the report. The different types of tests shall be as per relevant BIS codes.

All the stress vs strain diagrams as well as Mohr circle envelopes shall be included in the report. Density and water content of the sample tested and modulus of elasticity along with shear strength parameters shall be reported.

#### 3.3.5.5 Chemical Analysis of Soil and Ground water Samples

The pH value as well as the presence of chlorides, sulphites ( $SO_3$ ) and sulphates ( $SO_4$ ) both the ppm and percentage shall be reported for both soil and ground water.

#### 3.3.5.6 CBR (California Bearing Ratio) Tests

Laboratory CBR tests under both unsoaked and soaked conditions shall be conducted on soil sample (to be collected by the contractor) compacted to OMC (Optimum Moisture Content). These tests shall be carried out as per latest BIS Code.

#### 3.3.5.7 Swelling pressure and Free Swell Tests

These tests are to be carried out on undisturbed soil samples as per latest BIS code. Free swell tests shall also be carried out for analysis.

### **3.4 SOIL INVESTIGATION REPORT**

The report shall be prepared with due regard to requirements given above. A draft report shall be furnished for review and comments of ONGC.

The final report shall include but not be limited to the following as a minimum.

- i) Geological information of the region

- ii) A plot plan showing the bore hole locations with their co-ordinates and RL.
- iii) All field and laboratory test results duly plotted as well as tabulated against depth.
- iv) Based on subsoil conditions, type of foundation shall be recommended duly taking into account the tolerable settlement, presence of ground water table and also minimum depth of foundation. Net allowable bearing pressures shall be furnished for footing widths of 1m, 2m, 3m, 4m, 5m, 6m, & 10m at depths 1m, 2m & 3m below NGL for allowable settlement of 25mm for square, strips as well as raft footings. Net safe bearing capacities from shear criterion shall also be furnished. All back-up calculations shall be appended in the report. If pile foundations are envisaged, type of pile, diameter, and capacities of piles in all three modes (vertical, uplift and lateral) shall be furnished in the report. For analysis, design soil profiles showing various design parameters shall be plotted duly considering various field and laboratory test result.
- v) Analysis and recommendation of dynamic soil properties for design of vibratory foundations.
- vi) Comments on chemical nature of ground water and soil and due regard to potential harmful effects on concrete and steel and recommendation on protective measures. Also remedial measures for sulphate attack or acidity shall be dealt with by giving practical recommendations.

Recommendations regarding suitability of soil for backfilling for foundations and the location of borrow pits nearby shall be included in the report.

**END OF PART – III**

**PART – IV**

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**(a) SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY’S STORES / STOCK PILES FOR PERMANENT INCORPORATION IN WORKS**

**AND**

**(b) SCHEDULE OF COMPANY’S PLANTS AND EQUIPMENTS FOR USE IN THE EXECUTION OF WORK.**

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SL No.	Description	Remarks
(a)	Materials	Nil
(b)	Plants and Equipment	Nil
(c)	Working Drawings	Nil

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**END OF PART – IV**

## **PART – V**

### **Part-I**

#### **BID EVALUATION CRITERIA**

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 required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

#### **1.0 TECHNICAL EVALUATION CRITERIA**

Proposed BEC Clause for Technical criteria in the proposed Tender is as follows. Bidder must meet the following criteria failing which their offer will be rejected:

Interested bidders shall have to submit the following documents to qualify for the tender:

##### **A. Technical criteria:**

(a) The bidder must have successfully executed/completed Similar Works over the last 7 (seven) years reckoned from the Original Bid Closing Date in Central/State Government/ PSUs/ Nationalised Banks/ Public Limited Company as under -

1. One similar completed work costing not less than the amount equal to **Rs. 79,41,500.00**

OR

2. Two similar completed works each costing not less than the amount equal to **Rs. 49,63,500.00**

OR

3. Three similar completed works each costing not less than the amount equal to **Rs. 39,71,000.00**

(b) For proof of requisite experience of Similar work, Job Completion Certificate clearly mentioning Gross value of job done, Nature of works, Contracts period/ Contract Start and Completion date issued by Central/State Government/ PSUs/ Nationalised Banks/ Public Limited Company must be submitted along with the bid.

(c) Similar work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

(d) Firms who have successfully executed and completed Similar work with Oil India Limited(over the last 7 (seven) years reckoned from the Original Bid Closing Date) need not submit any documentary evidence. However, they shall give details of such executed works with Contract number along with the bid.

(e) Firms who have ongoing Similar work with value of work done (before the Original Bid Closing Date) more than the requisite values as per Point: (a) of Technical Criteria above will be considered for bid evaluation. However, documentary evidence need to be submitted along with the bid.

(f) Bidders with poor performance while executing work at Mahanadi Basin Project, Oil India Limited will not be considered for bid evaluation.

Notes for Technical criteria:

(i) "Similar work" mentioned above in Technical criteria means the following:

"Providing services for Civil & Cadastral survey/Land Acquisition (LAQ) / Forest Land Diversion.

1.2 If the prospective bidder is executing similar contract, which is still running and the contract value prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken into consideration provided that the bidder has submitted satisfactory execution certificate issued by end user.

1.3 Job executed by the bidder for its own organisation / subsidiary cannot be considered for the purpose of meeting BEC.

Notes to Clause No. 1.1:

(i) SIMILAR Work hereinafter means providing services for Civil & Cadastral survey/ Land Acquisition (LAQ) / Forest Land Diversion.

(ii) For proof of requisite experience of "SIMILAR Work", self-attested photocopies of following documents must be submitted along with the bid: Contract document / Work order / any other relevant document showing details of work supported with Completion Certificate / Certificate of Final Payment / release of performance security issued by the end user for each of the contracts, indicating the following:

a. Contract / Work Order Number b. Detailed Scope of Work c. Actual Dates of Commencement and Completion.

Service Providers' Qualification Criteria:

1. The Service Provider shall be registered under Registrar of Firms / Companies.

2. The Service Provider shall have key personnel relating to the survey and acquisition of land with all requisite qualification and experience and that of adequate numbers for carrying out multiple services / land acquisitions of minimum 03 (three) cases. Bidder has to submit the Project organogram along with the Bio-data of the key personnel to be deployed under this contract, in the technical bid.

3. To qualify for consideration, Service Providers are required to supply 01 (one) set of the following documents –

- (i) Service Provider's organizational structure details dedicated to intended activities.
- (ii) Details of relevant verifiable experience within and outside the state of Odisha.
- (iii) Certificate of Registration.
- (iv) Undertaking certifying that the firm / company is not blacklisted by any Government Department.
- (v) Permanent Account Number & GST No. Certified copies of turnover for last 03 (three) years.

**B. FINANCIAL CRITERIA:**

(a) Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs. **49,63,500.00**

(b) Net worth of bidder must be positive for the financial / accounting year preceding original Bid Closing Date.

Note: The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

**NOTE:**

(a) For proof of Annual Turnover & Net worth any one of the following document 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 & Net worth as per format prescribed in Annexure.

OR

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

(b) Mention of UDIN (Unique Document Identification Number) is mandatory for all certificates, tax audit reports etc. issued by Chartered Accountant as per the notifications issued by the Institutes of Chartered Accountant of India (ICAI).

(c) In case the bidder is Central Govt. organization/ PSU/ State Govt. organization/ Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may

be accepted even though FRN is not available. However, bidder has to provide documentary evidence for the same.

### **C. COMMERCIAL EVALUATION CRITERIA:**

**1.0** Bids shall be submitted under Single stage Two Bid system i.e., Technical Bid and Priced Bid separately in the OIL's e-Tender portal within the Bid closing date & Time stipulated in the e-tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFX Response" Tab and Priced Bid as per "Price Bidding Format" uploaded in the "Notes & Attachments" Tab in the main bidding engine of OIL's e-tender portal. **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.

**2.0** 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.

**3.0** Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.

**4.0** Bidders shall furnish "Bid Security" for the amount as specified in Forwarding Letter. **Any bid not accompanied by Bid Security will be rejected.**

**5.0** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

**6.0** Bids submitted after the Bid Closing Date and Time will be rejected.

**7.0** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

**8.0** 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.

**9.0** Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

**10.0** 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.

**11.0** Any Bid containing false statement will be rejected.

**12.0** Bidders shall quote their rates against individual items. The rates quoted shall be in figures up to two decimal places only.

**13.0** Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.

**14.0** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

- a)** Bid Security Clause
- b)** Performance Security Clause.
- c)** Force Majeure Clause.
- d)** Tax Liabilities Clause.
- e)** Arbitration Clause.
- f)** Jurisdiction and Applicable Law Clause.
- g)** Liquidated damage and penalty clause.
- h)** Safety & Labour Laws.
- i)** Termination Clause.
- j)** Period of validity of bids
- k)** Completion Schedule

**15.0** The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

#### **D. PRICE BID EVALUATION CRITERIA:**

**1.0** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

**2.0** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

**3.0** If there is any discrepancy between the unit price and the total price, the unit price shall 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.

**4.0** The quantities shown against each item in the "Price Bid Format" shall be

considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.

- 5.0** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 6.0** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 7.0** In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 8.0** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.
- 9.0** Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including quoted GST (CGST & SGST/UTGST or IGST).
- 10.0** Price Evaluation of the qualified bids will be done separately on the basis of rates quoted by the bidder as per PROFORMA-B.
- 11.0** OIL will prefer to deal with registered bidder 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.
- 12.0** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 13.0** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

## **E.GENERAL:**

- 1.0** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 2.0** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 3.0** If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 4.0** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

### **5.0 COMPLIANCE OF THE COMPETITION ACT, 2002:**

The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**END OF PART - V**

**OIL INDIA LIMITED  
(A Govt. of India Enterprise)**

**CHIEF GENERAL MANAGER (KGB&MBP)**  
**OIL INDIA LIMITED, BHUBANESWAR**

**Sub: Safety Measures against Contract No.**

Description of Work / Services: \_\_\_\_\_

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 has been explained to us by the concerned authorities. We also give the following assurances.

- a)** Only experience and competent persons shall be engaged by us for carrying out our Work under the same 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.

Yours faithfully,

\_\_\_\_\_  
For & On Behalf of Contractor

Seal: \_\_\_\_\_

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

**FORM OF PERFORMANCE BANK GUARANTEE**

**To,  
M/s. OIL INDIA LIMITED,  
Mahanadi Basin Project, Bhubaneswar**

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 (**Name of Bank**) \_\_\_\_\_ of (Name of country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") 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 \_\_\_\_\_ day of \_\_\_\_\_.

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:

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

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

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

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

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

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

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

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

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for CBI0817P26. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process for compliance with the principles mentioned above.

**Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i)** No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii)** The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.
- (iii)** The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

## **Section: 2 -Commitments of the Bidder/Contractor**

**(1)** The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i)** The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.
- (ii)** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii)** The Bidder (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv)** The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v)** Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (vi)** The Bidder (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s) of Indian Nationality shall furnish the name and address of the foreign principals,

if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 -Disqualification from tender process and exclusion from future Contracts**

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

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

#### **Section 4 -Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

(1) The Principal will enter into Pacts on identical terms with all bidders and contractors.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section: 8 -External Independent Monitor/Monitors**

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

#### **Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section:10 -Other provisions**

**(1)** This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

**(2)** Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

**(3)** In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. **In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).**

**(4)** Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

..... <b>For the Principal</b>  Date :  Place :	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
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Description of Project : .....		Contract No. & Date : .....						
Contractor's Name : .....		Scheduled Completion Date : .....						
Sl. No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of hindrance	Date of Removal of hindrance	Period of hindrance	Overlapping Period, if any	Net hindrance days	Remarks
Signature of Contractor's Representative					Signature of Engineer-in-charge			Signature of HoD

**Format of undertaking by Bidders towards submission of authentic information / documents**

(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information / documents submitted**

**Ref: Your Tender No: CBI0817P26**

To,

Oil India Limited  
Mahanadi Basin Project,  
Bhubaneswar, Odisha

**Sir,**

With reference to our Bid/Offer against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information / documents against the above cited bid.

We also agree that, during any stage of the tender / Contract agreement, in case any of the information / documents submitted by us are found to be false / forged / fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of Contract and / or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:  
Designation:  
Phone No.:  
Place:  
Date:

(Affix Seal of the Organization here, if applicable)

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

[TO BE ISSUED BY PRACTICING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD]

TO BE ISSUED BY PRACTICING **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.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:

Date:

UDIN:

Seal:

Membership Code & Registration No.:

Signature

**TO BE EXECUTED ON THE OFFICIAL LETTER HEAD OF THE BIDDER BY THE  
AUTHORIZED SIGNATORY OF THE BIDDER**

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Certificate of compliance of Financial Criteria in respect of Tender No.  
.....

I, ..... the authorized signatory(s) of  
..... (Bidder's/ Firm's  
name) do hereby solemnly affirm and declare as under:-

**The Balance Sheet/Financial Statements for the financial year 2023-2024  
has actually not been audited as on the Original Bid closing Date.**

Yours faithfully,

For (Name of the firm \_\_\_\_\_)

Signature of the authorized signatory

Name of bidder/ firm: .....

Designation:

Place: .....

Date: .....

(Affix Seal of the Organization here)

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**Note to bidders:** This certificate is to be issued only considering the time required for preparation of Financial Statements i.e., if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date. In case of extension of due date for Tax Audit for the preceding financial/ accounting year, the Undertaking shall be applicable only if the original bid closing date falls within the extended period.

**FORM OF BID SECURITY (BANK GUARANTEE)**

Ref. No.

Bank Guarantee No.

To,  
Oil India Limited  
Mahanadi Basin Project,  
Bhubaneswar, Odisha

WHEREAS, (Name of Bidder) ..... (hereinafter called “the Bidder”) has submitted their Bid No. .... dated .....for the provision of certain oilfield services (hereinafter called “the Bid”) against OIL INDIA LIMITED, MB Project, Bhubaneswar (hereinafter called the “Company”)’s IFB No.....

KNOW ALL MEN by these presents that we, (Name of Bank) ..... having our registered office at ..... (hereinafter called “the 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.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid within its original / extended validity; or
2. The Bidder modifies/ revises their bid suo moto; or
3. The Bidder does not accept the Contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/Contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable/email), without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of the 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. SEALED with the common seal of the said Bank this ..... Day of ....., 2023.

SIGNATURE AND SEAL OF THE GUARANTOR.....  
Name of Bank & Address.....  
Witness .....  
Address.....

-----  
(Signature, Name and Address)  
Date.....

Place.....

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▪ The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.

▪ The Date of Expiry of Bank Guarantee should be 150 days after the bid closing date as stated in the tender document

The details of the issuing bank and controlling bank are as under:

**A. Issuing Bank**

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

**B. Controlling Office**

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

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**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_

**SUB: IFB No. CBI0817P26 Civil Engineering survey, Land Acquisition, Soil investigation and design of RCC foundations for drilling Rigs in 05 (Five) No. of locations in OALP Blocks of Mahanadi Basin Project, Odisha covering Eight (08) Districts namely Puri, Khurda, Cuttack, Jagatsingpur, Kendrapara, Jajpur, Bhadrak, Balasore".**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

| <b>Sl. No.</b> | <b>Description</b>                                                                                                                                   | <b>Bidder's Confirmation</b> |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1.             | <b>Bidder's name, address, Contact No. and E-mail ID of authorized Person</b>                                                                        |                              |
| 2.             | Confirm that no deviations to Terms & Conditions as specified in the Tender is taken.                                                                |                              |
| 3.             | Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender                                |                              |
| 4.             | Confirm to <b>Submit PBG</b> as per Tender requirement                                                                                               |                              |
| 5.             | Confirm that the offer shall remain valid for acceptance up to <b>hundred and twenty (120) days</b> from final Bid Due Date/Date of opening of bids. |                              |
| 6.             | Whether <b>Mobilization period</b> of Contract is complied?                                                                                          |                              |
| 7.             | Whether <b>Integrity Pact</b> Submitted?                                                                                                             |                              |
| 8.             | Confirm that currency of quoted prices is Indian Rupees.                                                                                             |                              |
| 9.             | Confirm that quoted prices shall remain firm and fixed until completion of the Contract.                                                             |                              |

|     |                                                                                              |                                         |
|-----|----------------------------------------------------------------------------------------------|-----------------------------------------|
| 10. | Confirm that you have submitted <b>all documents</b> as mentioned in the Tender/Annexures.   |                                         |
| 11. | Confirm acceptance to <b>all terms &amp; conditions</b> of the Tender.                       |                                         |
| 12. | Confirm that all correspondence must be in English Language only.                            |                                         |
| 13. | Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.                | Name:<br>Contact No.:<br>Fax:<br>Email: |
| 14. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.        |                                         |
| 15. | Please indicate the following:<br>PAN No.<br>GST Regn. No.<br>MSME Registration No. (if any) |                                         |

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**\*\*\*END OF TENDER DOCUMENT\*\*\***