



Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602

NEF PROJECT
TEL: (91) 374-2807461/62
E-mail: nef@oilindia.in
Website: www.oil-india.com
FAX: (91) 374-2801799

COVERING LETTER

M/s. _____

TENDER NO. : D202941P14

BRIEF DESCRIPTION OF SERVICE: Hiring Services for Topographical Survey Work using Total Station & DGPS and Consultancy Services for preparation of Detailed Project Report (DPR) including Engineering Design, Inventory & Condition Survey, preparation of cost estimate for approach road and well-site of Drilling Location NMA in Namchai area in Lohit District of Arunachal Pradesh or any other drilling location in the state of Arunachal Pradesh.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise and premier oil company in India is engaged in exploration, production and transportation of crude oil & natural gas having its Headquarters at Duliajan, Assam, which is well connected by road, railways and Air with nearest Airport at Dibrugarh, 45 km away.

2.0 In connection with its exploration activities for hydrocarbon in the state of Arunachal Pradesh, India, OIL's NEF Project invites Local Competitive Bids from competent and experienced Domestic Service Providers/Contractors for providing the above services under **Single Stage Composite Bid System**.

3.0 You are, therefore, invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in details in this Bid Document) are highlighted below:

- | | |
|------------------------------|--|
| (i) Tender No. | : D202941P14 dated 20.03.2014 |
| (ii) Tender Fee | : INR (₹) 500.00 |
| (iii) Type of Bid | : Single Stage-Composite Bid. |
| (iv) Bid Closing Date & Time | : 22.04.2014 at 13:30 Hrs (IST) |
| (v) Bid Opening Date & Time | : 22.04.2014 at 14.00 Hrs (IST) |
| (vi) Bid Opening Place | : Office of the General Manager (NEF)
NEF Project
Oil India Limited
Duliajan – 786602, Assam, India |

Tender No. : **D202941P14**

- (vii) Bid Security Amount : **INR (₹) 16,000.00**
- (viii) Bid Security to be addressed to : General Manager (NEF)
NEF Project
Oil India Limited
Duliajan-786602, Assam, India
- (ix) Amount of Performance Guarantee : 2.5 % of the total estimated Contract value
- (x) Mobilization Time : Within 15 days from the date of issue of Work-order by Company.
- (xi) Quantum of Liquidated Damage for Default in Timely Mobilization : 0.5% of the total contract value for delay per week or part thereof, subject to maximum of 7.5%.

4.0 Non-transferable bid documents can be purchased by the interested eligible Indian Bidders from the office of “**General Manager (NEF), NEF Project, Oil India Limited, At/PO : Duliajan, Dist: Dibrugarh, Assam-786602, India**” on application and payment of non-refundable Tender Fee of ₹ 500.00 (PSUs and Firms registered with NSIC/SME for are exempted from payment of Tender Document, provided they furnish valid evidence that they are registered for the above service) in the form of Demand Draft drawn in favour of OIL INDIA LIMITED and payable at Duliajan, between **31st March, 2014 to 21st April, 2014** during office hours only i.e. one day prior to the scheduled Bid Closing Date.

5.0 The Tender documents are not transferable. Bids made by parties who did not purchase the tender document from Company will be rejected.

6.0 Bids are to be prepared and submitted by the Bidders in physical form under Single Stage Composite Bid System (Technical & Commercial details together) in a single envelope alongwith the requisite Bid Security on or before **13:30 hrs (IST)** on the **Bid Closing Date** as mentioned above. The Bids will be opened on the same day at **14:00 hrs (IST)** at the Office of **General Manager (NEF), NEF Project, Oil India Ltd, Duliajan, Assam, India** in presence of authorized representative of the bidders who choose to attend.

6.1 However, if the above mentioned closing / opening day of the tender happens to be a non-working day due to Bundh/Strike at Duliajan or any other reason, the bids will be received and opened on the following full working day at the same time.

6.2 The Bid complete with all information/documents as called for in the Tender document should be submitted in the office of General Manager (NEF), NEF Project, Oil India Limited, Duliajan – 786602, Assam **on or before 22nd April, 2014 till 13:30 Hrs. (IST)** in a sealed envelope super-scribing OIL’s Tender number, description of work & Bid Closing date etc. Offers may be sent by post/courier, delivered personally or dropped in the tender box placed in the NEF Project Office at Duliajan, Assam. However, for any delay in receipt or non-receipt of the same, Oil India Ltd. will not be responsible. **Quotation received after the scheduled bid closing date & time shall be rejected outright.**

7.0 In the event of receipt of single offer within the scheduled bid closing date, Company reserves the right to extend the BC date as may be deemed fit. The Bidder who submitted the bid will not be permitted to revise their quotation during such extended period, if any.

- 8.0 Bidders are requested to visit the area of operation prior to bidding to make them fully aware of and understand the topography, job involvement and logistics including environmental issues etc. and Company's NEF Project office at Duliajan may also be contacted for clarification, if any.
- 9.0 The original Bid Security (EMD) (physical original hard copy) must reach the office of the General Manager , NEF Project, Oil India Limited, Duliajan-786602, Assam on or before the scheduled bid opening time and date as above; failing which the bid will be rejected.
- 10.0 OIL now looking forward for active participation of all experienced/eligible Contractors/Firms in the tender. For any further clarifications on the tender, **Chief Engineer (Civil)-NEF** and/or the undersigned may be contacted during the office hours.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(U. N. JENA)
CHIEF MANAGER (MATERIALS)-NEF
FOR GENERAL MANAGER (NEF)

PART-1

INSTRUCTIONS TO BIDDERS

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as “Company”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Interested Indian Bidders who purchased the Non-transferable bid document against this Tender can only submit their Bids under single stage composite bid system within the scheduled Bid Closing Date & time. Unsolicited offers will not be accepted. Similarly, bids received after the scheduled bid closing date & time will be straightway rejected. The details of the Tender can also be viewed in OIL’s website **www.oil-india.com**
- 1.2 Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, logistic issues, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder’s account.

A. BIDDING DOCUMENTS:

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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an Addendum.
- 3.2 Such Addendum, if any, shall also be communicated through letter/fax/e-mail in writing to all prospective Bidders to whom Company issued the tender documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

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

- 5.0 **DOCUMENTS COMPRISING THE BIDS:** The bid submitted by the Bidder shall comprise of the following components:
- (i) Complete technical details of the services and specifications of equipment to be used with catalogue/data sheets as applicable.
 - (ii) Documentary evidence established in accordance with Clause 9.0 below.
 - (iii) Bid Security furnished in accordance with Clause 10.0 below.
 - (iv) Bio-data of Key Manpower (Proforma-G in PART-4)
 - (v) Statement of compliance/Non-compliance as per Proforma-C in PART-4.
 - (vi) Bid Form as per Proforma-B in PART-4.
 - (vii) Duly filled up Price-Bid Format as per **Proforma-A** in PART-4.
- 6.0 **BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.
- 7.0 **BID PRICE:**
- 7.1 Rates/Prices should be strictly quoted in Indian Rupees as per the Price Schedule outlined in enclosed Proforma-A in PART-4 of this document. The unit rates must be quoted by the bidders, both in words and in figures.
- 7.2 Prices/rates quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account whatsoever.
- 7.3 All Duties and Taxes (excluding Service Tax only) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is issued, shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 7.5 Service Tax: The quoted rate/price shall be exclusive of Service Tax. Service Tax as applicable shall be on Company's account. However, liability for payment of the service tax will lie on the Contractor/Service Provider.
- 8.0 **CURRENCIES OF BID AND PAYMENT:**
- Bidders must quote strictly in accordance with the price schedule out-lined in enclosed Price Schedule Format (PROFORMA-A) in Indian Rupees only.
- 9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**
As detailed in **PART-2**
- 10.0 **BID SECURITY:**
- 10.1 Pursuant to Clause 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Covering Letter".
- 10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Sub-Clause 10.8. Bid security will not accrue any interest.
- 10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:

- (a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or by a foreign bank through its Indian branch, in the form provided vide **Proforma-D** in **PART-4** or another form acceptable to the Company and valid for 30 days beyond the validity of the bids.
- (b) A cashier's cheque or demand draft **drawn on 'Oil India Limited' and payable at Duliajan, Assam.**
- 10.4 The Original Bid Security (in hard copy) as above alongwith the Bid must reach the office of General Manager (NEF), NEF Project, Oil India Ltd, Duliajan -786602, Assam, India on or before the scheduled bid closing time and date, otherwise the Bid will be rejected. Bidders may send their bid & bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office of the General Manager (NEF) on or before 13:30 Hrs on the scheduled date of the bid closing/opening of the tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid/bid security is the responsibility of the Bidder.
- 10.5 Any bid not secured in accordance with Sub-Clause 10.1, 10.3 and/or 10.4 shall be rejected by the Company as non-responsive.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 Bid Security will not be necessary for bids from Central Govt./OEMs/Authorized Distributers of OEMs/ PSU and Unit registered with NSIC/SME/Directorate of Industries. However, the firms registered with NSIC/ SME/Directorate of Industries have to submit their documentary evidence that they have a current and valid registration for the items(s) they intend to bid including the prescribed monetary limit.
- 10.9 The Bid Security may be forfeited:
- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a successful Bidder fails or refuses:
- i) To accept the LOA issued by Company within the period of bid validity and/or sign the contract within reasonable time or as notified in the LOA.
- ii) To furnish Performance Security.
- iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.
- 11.0 **PERIOD OF VALIDITY OF BIDS:**
- 11.1 Bids shall remain **valid for 180** days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The bid Security provided under Clause 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

C. SUBMISSION OF BIDS

- 12.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required as per the bid document or submission of offers not substantially responsive to the tender in all respect will be at the bidders' risk and may result in rejection of its bid without seeking clarifications.
- 12.1 This Tender is being processed according to a Single Stage Composite Bid System. Offer comprising of "**Technical details**" and "**Price/Cost details**" should be prepared submitted alongwith the Bid Security in a single envelope in the office of The General Manager (NEF), NEF Project, Oil India Limited, Duliajan – 786602, Assam on or before the scheduled bid closing date & time.
- 12.2 Bid shall be submitted in duplicate (Original + Copy) under sealed envelope. The Tender No., Bid Opening Date, Name of the Bidder and Brief Description of Work for which the bid is submitted must be clearly mentioned on the outer cover. If the envelope is not sealed and marked as above, Company will assume no responsibility for misplacement of the Bid or premature opening of the bid submitted by bidder. Any bid consequently opened prematurely will be rejected and returned to the bidder.
- 12.3 In the event of any discrepancy between the Original and Copy, the Original Bid shall prevail.
- 12.4 The offer should contain details of services and complete specifications of equipment/accessories to be used together with other relevant literature/catalogues as applicable.
- 12.5 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the technical bid. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- 12.6 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.
- 12.7 All the terms & conditions of contract to be signed with the successful bidder are given in various Sections of this document. Bidders must state their compliance/ Non-compliance, if any, to clauses of tender as per **Proforma-C** in **PART-4**. The duly filled up aforesaid Proforma should be submitted alongwith the Bid.
- 12.8 Timely submission of the bid is the sole responsibility of the Bidder.

13.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be submitted not later than 13:30 Hrs. (Indian Standard Time) on the bid closing date mentioned in the "Covering Letter". Bids received in the designated office (i.e., NEF Project Office at Duliajan) of Company after the deadline of submission as above shall be rejected outright and returned to the Bidder unopened.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

- 14.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched to the same address where Bid is submitted. Bid withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. The request letter for Bid withdrawal should reach the office of General Manager (NEF) at least three (3) working days prior to the bid closing date.
- 14.3 No bid can be modified subsequent to the deadline for submission of bids.
- 14.4 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid Security in full. Such modification (s) may also call for debarment of the bidder.
- 14.5 No bidder shall be permitted to withdraw their bid after its opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit their Bid Security in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.
- 15.0 **EXTENSION OF BID SUBMISSION DATE :**
- 15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, Company reserves the right to extend the Bid Closing Date and/or Time due to any reason at its option to which bidders will not have any objection.
- 15.2 In case of receipt of only one Bid on the scheduled Bid Closing Date and Time, Company may extend the Bid Closing /Opening Date by about 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.
- 16.0 **BID OPENING AND EVALUATION:**
- 16.1 Company will open the Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidders' representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 16.2 Bid for which an acceptable notice of withdrawal is received pursuant to Clause 14.0 above shall be returned unopened. Company will then examine the remaining bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been signed and whether the bids are generally in order.
- 16.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, submission of requisite Bid Security and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the Sub-Clause 16.3 above.

- 16.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask a Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Tender Document. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits the Company's right or the bidder's obligations under the contract in any substantial/inconsistent way with the bidding document, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 A Bid determined as not substantially responsive will be rejected by the Company and could not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 16.8 The Company may however waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 16.9 The Company will examine the prices/rates quoted by the Bidders to determine whether they are complete or any computational errors have been made. Arithmetical errors, if any, will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail.
- 17.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **PART-2** of the bidding document and the total amount calculated as per rates quoted in the Price Bid Format (**Proforma-A**) in Part-4.
- 18.0 **CONTACTING THE COMPANY:**
- 18.1 Except as otherwise provided in Clause 16.5 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 18.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

- 19.0 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid is determined to be substantially responsive and commercially evaluated to be the lowest, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 20.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.
- 21.0 **NOTIFICATION OF AWARD:**
- 21.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by e-mail/ fax (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of Contract.
- 21.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 23.0 below the Company will promptly discharge the Bid Security of unsuccessful bidders, pursuant to Clause 10.6 & 10.7 herein above.
- 22.0 **SIGNING OF CONTRACT:**
- 22.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, alongwith the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements between the parties in duplicate.
- 22.2 Within 15 days of receipt of the contract document, the successful Bidder shall sign and date the contract and return one set to the Company.
- 23.0 **PERFORMANCE SECURITY:**
- 23.1 Within 15 days of the receipt of notification of award from the Company the successful Bidder shall furnish the Performance Security for an amount specified in the "Covering Letter" as per the **Proforma-E in PART-4** or in any other format acceptable to the Company and must be in the form of a bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or by a foreign bank through its Indian branch. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 23.2 The performance security specified above must be valid for seven (7) months beyond the contractual duration to lodge claim, if any, after the date of expiry of the tenure of the contract. The same will be discharged by Company not later than 30 days following its expiry.
- 23.3 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 23.4 Failure of the successful Bidder to comply with the requirements of Clause 22.0 or 23.0 herein above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

24.0 **BIDDERS' AWARENESS ON THE COMPLETE REQUIREMENT OF THE SERVICES UNDER THE CONTRACT:**

24.1 Bidders in their own interest are advised to visit Company office at Duliajan (Assam), India or gather information for preliminary assessment for preparing their bids and for subsequent execution of the contract. However all expenses of the personnel including but not limited to their to and fro fares, boarding, lodging etc. to Duliajan shall be to bidder's account.

24.2 Local Conditions: It is imperative for each Bidder to fully inform themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves as to the circumstances at the Site, including without limitation, the ground and logistic issues, the form and nature of the Site and the climate and hydrological conditions of the Site and obtained for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract.

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

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

25.1 Time is the essence of this Contract. In the event of the Bidder's default in timely mobilisation at site within the stipulated period, the Bidder shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the total evaluated value of the contract per week or part thereof of delay subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled date of Mobilisation as to be notified by Company through Letter of Award of Contract or per separate mobilisation notice to Contractor. Company shall recover from the Contractor the agreed liquidated damages at the pre-determined rate as above and not by way of penalty.

25.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to mobilize or submit PBG within the stipulated period.

26.0 **MOBILIZATION ADVANCE PAYMENT:**

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

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

26.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

- 27.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 28.0 **BACKING OUT BY BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the successful 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 then be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.
- 29.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder/ Contractor has/had furnished fraudulent documents/ information, the Bid Security / Performance Security shall be forfeited and the bidder / Contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.
- 30.0 Oil India Limited reserves the right to cancel this tender and annul the entire tendering process at any time before award of contract without incurring any liability and assigning any reason whatsoever.
- 31.0 **RETENTION MONEY:** A retention money equivalent to 7.5% of each running bill will be deducted till final completion of the work. This deducted amount will be released after six (6) months from the date of completion certificate from the Chief Engineer Civil-NEF
- 32.0 The work shall have to be started within seven (7) days from the date of issue of work order by Company.

END OF PART – 1

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PART-2

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

I. BID REJECTION CRITERIA (BRC) :

The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications/ Scope of Work. Notwithstanding the general conformity of the bids to the stipulated specifications/scope of work, the following requirements will have to be particularly met by the Bidders, without which the same will be considered as non-responsive and rejected.

A. TECHNICAL: The bidder must meet the following criteria:

1.0 **Experience:** The Bidder should have successfully completed **similar works*** as under for any Central/ State Govt. Departments or Public Sector Undertakings like CPWD, State PWD, MES, OIL & ONGCL etc. during the last seven (7) years as on the scheduled bid closing date.

(a) Three similar completed works each costing not less than ₹ 6.24 Lakh.

or

(b) Two similar completed works each costing not less than ₹ 7.80 Lakh.

or

(c) One similar completed work costing not less than ₹ 12.47 Lakh.

***Similar works** mean the following:

(i) Surveying and carrying out engineering design for road in hilly/ mountainous area.

(ii) Preparing Detailed Project Report including formulation of Scope of Work/Terms of Reference for bid documents.

(ii) Carrying out soil investigation for construction of road & bridges.

1.1 Copy of necessary supporting documents like - Letter of Intent/Work Order, copy of the Contract awarded alongwith the completion certificate(s) thereof evidencing bidder's experience as above must be submitted with the bid, failing which the bid will be liable for rejection.

2.0 Bidder's average annual financial turnover during the last three (3) accounting years (ending 31.03.2013) shall be minimum ₹4.68 Lakh. Copies of Audited Annual Reports/Balance Sheets/Profit & Loss Accounts for the last three (3) accounting years must be submitted alongwith the Bid. In absence of Audited Balance Sheet/Profit Loss Accounts as above, Certificates issued by a Chartered/Cost Accountants' firm (with membership Number) certifying the Annual Turnover and nature of business of the Bidder for the years 2010-11, 2011-12 & 2012-13 will be accepted.

3.0 **Key Personnel:** The bidders must confirm to provide the key personnel with requisite experience and qualification as specified in **ANNEXURE-I in PART-3**. Personnel to be deployed by the Contractor for execution of jobs must be proficient and fluent in English. Bio-data of all key personnel must be submitted.

4.0 Bidder must furnish photo copy of their/his/her PAN Card, Service Tax registration and VAT registration certificates alongwith the Bid.

B. COMMERCIAL:

1.0 Bids shall be submitted under Single Stage Composite Bid System (Technical and Commercial details together in same Bid) in physical form within the scheduled bid closing date & time at the designated place.

2.0 Bidder shall offer firm prices. The Price/Rates quoted by the successful bidder must remain firm throughout the execution of the Contract and not subject to variation on any account whatsoever.

3.0 Bids with shorter validity (i.e., less than **180 days** from the scheduled techno-commercial bid closing date) will be rejected as being non-responsive.

4.0 The original Bid Security must be submitted alongwith the Bid. The amount of Bid Security shall be as specified in the forwarding letter of the Bid Document. Any Bid received without the proper Bid Security as above will be rejected.

5.0 Any Bid received in the form of Telex/Cable/Fax/e-mail will not be accepted. Also, Bids received after the stipulated bid closing date and time will not be considered.

7.0 Conditional offers will not be considered and will be rejected

8.0 Bidders shall bear, within the quoted rates, all applicable taxes, duties & levies arising out of execution of the contract, except the Service Tax, which will be paid extra by Company, if payable.

9.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" i.e, **PROFORMA-A**; otherwise the Bid will be summarily rejected.

10.0 The bid documents are not transferable. Offers made by bidders who have not purchased the Tender document from Company will be rejected.

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

- (i) Bid Security Clause
- (ii) Performance Guarantee Clause
- (iii) Force Majeure Clause
- (iv) Tax Liabilities Clause
- (v) Arbitration Clause
- (vi) Liquidated damage and penalty clause
- (vii) Safety & Labour Law
- (viii) Termination Clause

C. GENERAL :

1.0 **PROFORMA-C**– The Compliance Statements should be duly signed and submitted alongwith the bid. In case bidder takes exception to any clause of the tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviations when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.

- 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 BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC):

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.

- 1.0 In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount will be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and in figures, the unit rates quoted in words will prevail.
- 2.0 To ascertain the inter-se-ranking, comparison of the responsive bids submitted by the technically qualified bidders only will be made subject to loading for deviations, if any.
- 3.0 The Commercial Bids shall be evaluated and compared based on the total value calculated as per rates quoted by the bidder in the PRICE BID FORMAT as per enclosed PROFORMA-A. It is, however, to be clearly understood that the assumptions made in respect of quantity/parameters/ No. of days/hours etc. in the PRICE BID FORMAT (PROFORMA-A) are purely tentative and valid for bid evaluation purpose only. The Contractor will be paid on the basis of actual utilization/job execution during the currency of the contract.
- 4.0 In case of similar price scenario amongst more than one acceptable bidder, the lowest successful bidder for award of contract will be decided through draw of lots. Company’s decision in this regard shall be final and binding.

END OF PART – 2

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PART-3

SECTION-I

GENERAL TERMS & CONDITIONS OF CONTRACT

- 1.0 **DEFINITIONS:** In the contract, the following terms shall be interpreted as respectively assigned below:
- 1.1 "**The Contract**" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.2 "**The Contract Price**" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- 1.3 "**The Work**" means each and every activity required for the successful performance of the services described under Scope of Work/Terms of Reference/Technical Specifications in Section-II, Part-3.
- 1.4 "**Services**" means the work specified in **Section-II, Part-3** and all other obligations to be complied with by the Contractor pursuant to and in accordance with the terms of this contract.
- 1.5 "**Company**" or "OIL" means Oil India Limited;
- 1.6 "**Contractor**" means the Contractor performing the work under this Contract.
- 1.7 "**Contractor's Personnel**" mean the personnel to be engaged by the Contractor (including their sub-contractor's personnel) to provide services as per the contract.
- 1.8 "**Contractor's Items**" means the equipment, materials and services, which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.9 "**Company's Personnel**" mean the personnel to be engaged by OIL or OIL's Contractor (other than the contractor executing this contract). The Company representatives of OIL are also included in the Company's personnel.
- 1.10 "**Company's Items**" means the equipment, materials and services, which are to be provided by Company/Contractor at the expense of Company.
- 1.11 "**Gross Negligence**" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or willful & wanton indifference to, avoidable and harmful consequences such person or entity knew or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 2.0 **EFFECTIVE DATE, MOBILISATION, COMMENCEMENT & DURATION OF CONTRACT:**
- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award/Intent) that it has been awarded the contract. Such date of notification of award of Contract will be the **Effective Date** of Contract.

- 2.2 **MOBILISATION TIME:** The Contractor shall initiate mobilization of all their required resources including personnel, equipment and facilities to site and complete mobilisation within 15 (fifteen) days of issue of work-order by Company. Mobilization shall be deemed to be completed when Contractor establishes their base camp in and around the survey area and all required personnel and equipment are placed in readiness to start the survey and other activities as per contractual provisions.
- 2.3 **COMMENCEMENT DATE:** The date on which the mobilization is completed in all respects and the same is certified by Company's Engineer-in-charge shall be treated as the **date of commencement** of Contract.
- 2.4 **DURATION OF CONTRACT:** The entire jobs as envisaged under this contract are expected to be completed within fifty two (52) weeks. Therefore, the contract shall be initially valid for a period of **fifty two (52) weeks** from the date of its Commencement, during which the Contractor shall complete all assigned jobs and submit reports, maps and other documents as per terms of contract. However, Company reserves the right to extend the duration of contract for the purpose of completion of activities based on site conditions.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the "Terms of Reference & Technical Specifications" (Section-II of Part-3) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the "Terms of Reference & Technical Specifications" and the special Conditions of the contract provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of the contract.

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

- 5.1 Contractor warrants that they will provide adequate number of competent, qualified and sufficiently experienced personnel as per terms of agreement to perform the work correctly & efficiently and shall ensure that such personnel observe all applicable statutory safety requirements and requirements of Company. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their remunerations, transportation to & from field site and en-route expenditure etc. as may be necessary. Company shall have no liability or responsibility in this regard, except for providing lodging, boarding and preliminary first-aid facilities for the Cementing Engineer and Technicians of Contractor as available at Rig site/camp site.
- 5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 **WARRANTY AND REMEDY OF DEFECTS:**

- 6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.2 Should Company discover at any time during the tenure of the Contract or within six months after completion of the operations that the Work executed does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed by the Contractor within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for the purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

8.0 **TAXES:**

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

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to Company within six (6) months of the expiry of the tenure of the contract or such extended time as the Company may allow in this regard.

8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

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

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

8.9 **Service Tax:** Service Tax if any as applicable and/or levied on payments against this contract shall be to Company at actual. However, payment of such service tax to appropriate authority at applicable rate will be made by the Contractor.

9.0 **INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

10.0 **CHANGES:**

- 10.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the "Schedule of Rates" (Section-IV, Part-3). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE:**

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

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

11.3 Should "force majeure" condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the contract if such "force majeure" condition continues beyond fifteen (15) successive days, with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply during the period of Force Majeure unless otherwise agreed to. Time for performance of the relative obligation suspended by the "Force Majeure" shall then stand extended by the period for which such cause lasts.

12.0 **TERMINATION:**

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

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

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of this 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 this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate this Contract by giving fifteen (15) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and / or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of fifteen (15) successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving fifteen (15) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.
- 12.8 **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 upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 12.11 Demobilization charges in the event of termination under clause 12.3, 12.4, 12.5 and 12.6 will not be payable. Further, demobilization charges will not also be payable under clause 12.7 if termination is due to Contractor's default.
- 13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**
- All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Guwahati/New Delhi. The award made in pursuance thereof shall be binding on the parties.

14.0 **NOTICES:**

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

<u>Company</u>	<u>Contractor</u>
General Manager (NEF)	M/s.
NEF Project
OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM, INDIA
Tel No. +91-374-2807452
Fax No. +91-374-2801799
Email : nef@oilindia.in

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

15.0 **SUBCONTRACTING:**

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent. Company reserves the right to refuse any such request if in the opinion of Company such subcontracting is un-acceptable/un-desirable. However, in case approval is obtained in writing from Company for subletting any part of the services under this contract, Contractor shall be fully responsible for quality performance of such services and complete execution of all the services in persistent with the terms of Contract.

16.0 **MISCELLANEOUS PROVISIONS:**

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

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

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

- 16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.
- 17.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**
- 17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% (half percent) of the total contract value per week or part thereof of delay subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract as defined in Clause No. 2.0 of Section – I of Part-3.
- 17.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.
- 18.0 **PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee equivalent to 2.5% (two and half percent) of estimated Contract value towards performance security. The performance security shall be kept valid for seven (7) months beyond the duration of the contract and shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 **PAYMENT & MANNER OF PAYMENT, INVOICES**
- 19.1 Company shall pay to Contractor, during the term of the contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 19.2 All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any, will be on account of the Contractor.
- 19.3 Payment of any invoice shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor within notice of objection to any item or items, the validity of which Company questions.
- 19.4 Contractor will submit three sets of all invoices in original to Company for processing of payment.
- 19.5. The Contractor shall raise invoice(s) as and when an item of work is completed to the satisfaction of Company's Engineer-in-charge. Part payment on items may also be considered on merit depending upon the works executed. However, the same will be entirely at the discretion of Company.
- 19.6 Payment of running invoice(s) for the services, if undisputed, shall be made within thirty (30) days following the date of receipt of invoice by Company.

- 19.7 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reason there of, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in para 19.3 above.
- 19.8 Acceptance of part payment by Contractor or non-payment of any billing by Company within the due date shall not be deemed a waiver of Contractors rights in respect of any other billing, the payment of which may then or thereafter be due.
- 19.9 Final payment against the Contract shall be made following receipt of invoice by Company accompanied by the documents from the Consultant/Contractor as may be required by applicable Indian Laws regarding tax clearances etc.
- 19.10 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection
- 20.0 **RATE OF PAYMENT:** Company shall make the payments to the Contractor as per the rates quoted in the Price Bid Format (PROFORMA-A) and accepted by Company.
- 21.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II of Part-3.
 - b) Contractor's indebtedness arising out of execution of this contract.
 - c) Defective work not remedied by Contractor.
 - d) Claims by sub-contractor of Contractor or other field or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) Damage to another Contractor of Company.
 - h) All claims against contractor for damages and injuries, and/or for non-payment of bills etc.
 - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of the contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed payment shall thereafter be made for amounts so withheld. With-holding will also be effected on account of the following:-

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

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

23.0 **APPLICABLE LAW:**

23.1 The Contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

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

- a) The Mines Act-as applicable to safety and employment conditions,
- b) The Minimum wages Act, 1948
- c) The Oil Mines Regulations, 1984,
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act,1965,
- g) The Contract Labour (Regulation & Abolition) Act.1970, and the rules framed their under.
- h) The Employees Pension scheme, 1995
- i) The Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of service)
- j) The employees Provident Fund & Miscellaneous Provisions Acts, 1952
- k) The AGST/VAT Act.
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) State Entry Tax Act.
- o) Oil Industry Safety Directorate (OISD) guidelines.
- p) Forest Conservation Act, 1980.

24.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional tax liabilities to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional/reduced costs actually incurred.

25.0 **LIABILITY:**

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

- 25.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 25.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 26.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 27.0 **WAIVERS AND AMENDMENTS:** It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 28.0 **INDEMNITY AGREEMENT:**
- 28.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 28.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 29.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

30.0 **POLLUTION AND CONTAMINATION:**

- 30.1 The Contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the Site for use in connection with Work to be performed under this Contract.
- 30.2 Pursuant to Clause 30.1 above, the Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's Gross Negligence.
- 30.3 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorneys fees") for:
- a) Damage to or loss of any reservoir or producing formation; and/ or
 - b) Damage to or loss of any well; and/ or
 - c) Any other subsurface damage or loss; and/ or
 - d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.
- 30.4 In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

31.0 **RECORDS & DOCUMENTS TO BE MAINTAINED:**

Documentation, record keeping of all operations and safety practices should be maintained and up-dated by the Contractor as per applicable international/Indian laws, acts, regulations etc. as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Health, Safety and Environment) policy manual, SOP (safe operating practices), risk register & bridging document should be available at site. Compliance of these shall be the sole responsibility of the Contractor.

- 32.0 **RETENTION MONEY:** A retention money equivalent to 7.5% of each running bill will be deducted till final completion of the work. This deducted amount will be released after six (6) months from the date of completion certificate from the Chief Engineer Civil-NEF.

END OF SECTION - I

PART-3

SECTION- II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

1.0 PREAMBLE:

This section establishes the scope and schedule for the work to be performed by the Contractor under the contract and describes references, specifications, instructions, standards, other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

2.0 PROJECT INFORMATION:

The proposed drilling location (Loc: NMA) falls in the hilly terrain of Manabhum Reserve Forest in the Lohit district of Arunachal Pradesh under Nigrum Mining lease area. The well-site is around 16 Km from the place called Piyong which is at a distance around 12 Km from Namchai. However, if situation so warrants, OIL may decide to carry out the survey in respect of another location in the state in place of location-NMA, for which Contractor shall have no objection and carry out the assigned jobs at same rates, terms & conditions.

2.0 Objective: The main objective of the study is as under:

- a) To evolve a sound proposal for widening, strengthening existing road including preparing proposal for strengthening bridges, culverts, passing places, protective works etc.
- b) To carry out detailed survey, engineering design of the proposed approach road and drilling site including designing protective works, cross drainage & surface drainage work etc., including preparing cost estimate & DPR required for tendering of Civil Work.
- c) To carryout road inventory survey, soil investigation & testing, material survey etc.

3.0 SCOPE OF WORK FOR THE DRILLING LOCATION SITE:

The job to be carried out by the contractor under this contract comprises of but not limited to the following. The work shall conform to IRC : SP-19-2001 (Manual for survey, Investigation and preparation of Road Projects) & IRC-SP-48-1998 (Hill Road manual):-

3.1 For existing road:

The basic need is to determine of the suitability of existing alignment including need for improvement of road pavement, existing structures and realignment wherever necessary to cater for heavy vehicles and trailers used for oil exploration purpose. The work broadly comprises of following;

- i. To collect inventory data and to do condition survey for road, bridges, culverts etc as per IRC SP: 19.
- ii. To prepare strip plan showing the existing road land with , utility services(both above & below ground level , trees, electric poles, telephone poles, water pipeline, sewage line, bridges, culverts, junctions, adjoining land use, encroachment etc.

- iii. To identify places where overhead lines & underground cables, pipes required to be raised/lowered and (or) shifted including plan for realignment.
- iv. To carryout additional survey at each turning, curve, junction, passing places, narrow patches etc. and to re-design the same, if required to facilitate movement heavy vehicles used for oil exploration purpose.
- v. Identifying accident prone locations/ sections in the existing road.
- vi. Identification of suitable locations for lay bye and truck/trailer parking place.
- vii. To carryout necessary soil testing as per relevant IRC guideline for preparing proposal for strengthening road pavement and other improvement works.
- viii. To prepare suitable proposal for widening and strengthening of existing bridges, culverts and other structures including engineering design.
- ix. To prepare feasibility report, DPR, cost estimate and working drawings for all improvement proposals.
- x. To demarcate land required for improvement of turning places, curves, passing places road junctions and other improvement works like widening/strengthening of bridges & culvert etc. including preparing necessary land map with all necessary details if required.

3.2 For well site/camp site:

Detailed project preparation for the selected alternative, including stacking of drilling point, field surveys and investigation, planning of the drilling location site to accommodate drilling rig with its accessories, soil and material surveys, detailed engineering designs and drawings for the pavement, protection, drainage and other related works, in accordance with standard codes, specifications and sound engineering practices in vogue in India. The work broadly comprises of following:

- I. Connecting indicated place with SOI/ OIL's approved bench mark with DGPS and Total Station as per site requirement including setting up at least 3(three) reference pillars at the indicated place(This shall be required in case distance between reference points and position to be stacked at site is more than 1km).
- II. Stacking out of location points, plotting, connection of SOI /OIL's approved nearest benchmark (within 1 km) using TOTAL STATION & DGPS for the proposed drilling site.
- III. To carryout Reconnaissance survey for drilling site based on the stacked location point along with approach road to the sites including feasibility study.
- IV. To do suitable study of alternative drilling sites and to suggest suitable one based on merit/demerit of alternatives.(The study shall also indicate area likely to be available after leveling, approximate cost, approximate height of cutting & filling, length of the approach road from the main road along with other parameters).
- V. To determine co-ordinates of the stacked final location point including determining its shift from the originally stacked drilling point in all three directions (distances from both the axis and straight distance).
- VI. To carry out topographic survey in the approved site(s) for preparation of contour and other survey maps including cross section & longitudinal sections.
- VII. To work out details of cutting and filling required for leveling drilling /camp site area for accommodating the drilling rig etc.

- VIII. To prepare land map for land to be required for the drilling site with necessary details as specified including area of land and types of land. The land map shall also be prepared on topo-sheet /cadastral map (To be collected from state Govt. authorities if required) including collection of land data (topo sheet shall be provided by OIL if required).
- IX. Planning of the drilling site to accommodate drilling rig with its accessories, effluent pits, office area, storage area etc. based on the data provided and as directed.
- X. To prepare layout map of the drilling location site with all details as specified and directed.
- XI. Providing concrete reference pillars, benchmark pillars, pegs and other requirements during carrying out of the survey as per IRC guideline.
- XII. To carryout necessary soil testing as done in case of road, and conduct material survey.
- XIII. To design the road pavement in the drilling site.
- XIV. To Carryout drainage studies indicating general drainage pattern, water level, HFL, seepage, flow and to prepare drainage design as per IRC guideline.
- XV. To demarcate the land boundary, fix boundary pillars, carryout final boundary survey etc.
- XVI. To prepare DPR as per IRC guideline.

3.3 **For new approach:**

Detailed project preparation for the selected alternative, including field surveys and investigation,, soil and material surveys and evaluation, detailed engineering designs and drawings for the entire works in accordance with standard codes, specifications and sound engineering practices in vogue in India. The work broadly comprises of following;

- I. To carryout Reconnaissance survey for the new roads leading to the approved location site.
- II. To do suitable study of alternative roads to drilling sites and to suggest suitable one based on merit/demerit of alternatives.(The study shall also indicate approximate cost, approximate height of cutting & filling, length of the road from the main road along with other parameters).
- III. To carry out preliminary survey with total station method and establish BM for approach road as per IRC:SP: 19.
- iv. To fix the final alignment for the road considering the proposed final level of the drilling /camp site (after necessary cutting & filling)
- V. To demarcate the final road alignment and land boundary etc. as per IRC guideline.
- VI. To prepare of land map/land plan for approach road. The land map shall also be prepared on topo-sheet /cadastral map (To be collected from state Govt. authorities) including collection of land data (topo-sheet shall be provided by OIL if required).
- VII. Providing concrete reference pillars, benchmark pillars, pegs and other requirements during carrying out of the survey.
- VIII. Identification of suitable locations for lay bye and truck/trailer parking place.
- IX. Carrying out soil testing, as per relevant IRC standard.
- X. To Carryout drainage studies indicating general drainage pattern, water level, HFL, seepage, flow and to prepare drainage design as per IRC guideline.
- XI. To prepare DPR as per IRC guideline

3.4 **General:**

- I. Investigation for naturally occurring materials and to identify suitable quarries for these materials.
- II. Plot measurement, final boundary survey and Land demarcation at site of work.

- III. Demarcation of site layout/center line both for approach and plinth.
- IV. Supplying and fixing boundary pillars and submission of details of pillars on map.
- V. Submitting list of all reference points with serial numbers, level & location with respect to nearby permanent structures.
- VI. To determine bill of quantities and prepare estimates of all works in the project on current S O R or as directed.
- VII. To prepare detailed design and working drawings:
 - a. To design the new approach road in all respect including geometric design, design of pavement, embankment, junction, culvert, protective measures, retaining walls, cross drainage work & drainage system etc.
 - b. To design rehabilitation, improvement, repair measures for existing structure, if any
 - c. To recommend suitable design requirement and specification requirement for entire reach including bridges and other structure and approach roads.
 - d. Planning of drilling location site, on the basis of area available, sitting effluent pit, foundation, lay out map etc. as directed including providing necessary details regarding earth cutting and earth filling.
 - e. Detailed drawings, good for construction, shall be prepared to international standard using CAD. It will contain all details required for execution of the project.
 - f. Necessary soil testing as per IRC code SP19 and other relevant code and practice.

4.0 **Sequencing of Report Preparation:** The stages involved in the preparation of the project report shall be as given below. The report shall be submitted separately for each drilling location within the time frame stipulated below against each.

4.1 **Preliminary Project Report (Stage-I- For drilling site):**

The co-ordinate of the surface drilling point shall be stacked at site by the contractor by connecting SOI /OIL's approved nearest benchmark within 7(seven) days from starting of the work. The contractor will then carry out reconnaissance survey for the drilling site along with probable approach road. After carrying out the reconnaissance survey, considering the site condition, the contractor may suggest for shift in the location point to suitable nearby position to accommodate the drilling site. Map showing the alternate drilling sites with required shift from the earlier stacked point shall be submitted [within 10 (ten) days from stacking of the location] for approval from competent OIL authorities. OIL shall require around 7-10 days for approval of the shift in drilling point. The report will contain the following:

- a) Plan showing alternate drilling site along co ordinate of the appropriate drilling point within the proposed site with perpendicular distances from both the axis & straight distances from the original stacked point including merit/ demerit of each alternate site.
- b) Nature and classification of soil, Character of water ways & stream, Type of land i.e. Forest land, Govt. land, private land etc for each alternate site.
- c) Position of nearby ancient monuments, burial grounds, cremation grounds, religious structures, hospitals and schools, water bodies, stream, existing road etc.
- d) Approximate available area against each site including approximate height of cutting & filling which may be required for leveling the area.
- e) Ecology or environmental factors.
- f) Approximate length of approach road for each site which shall include both existing & new road from a common point.

4.2 **Preliminary Project Report (Stage-II- For Approach road):**

Based on the drilling point stacked at site (new point, if shifting is approved and which will also be stacked at site by the contractor) the contractor will carry out the reconnaissance survey to determine the alternate road alignments to the proposed drilling site. The preliminary project report will contain the following and shall be submitted within 20 (twenty) days from finalization of the drilling site (i.e. approval of shift, if required). The contractor shall also carry out the inventory survey of the existing road. Necessary reconnaissance survey will also be carried out for camp site. The report will contain the following:

- a) Alignment plan showing different alternate alignments of road to the proposed drilling site including merit/ demerit of each alignment considering all principle of route selection as per IRC SP: 19-2001 & IRC SP: 48-1998 and other guide lines and as directed including preliminary cost of each alternative.
- b) Report on Nature and classification of soil, Character of water ways & stream.
- c) Type of land i.e. Forest land, Govt. land, private land etc.
- d) Preliminary report on the existing road for which road inventory and condition report is required.
- e) Requirements of cross-drainage work # type, number and length.
- g) Curves and hair-pin bends etc.
- h) Road length passing through different terrains, areas subjected to inundation and flooding, areas of poor drainage conditions, unstable slopes etc.
- i) Facilities/ Resources available e.g., availability of local labour, contractors etc.
- j) Villages, hamlets and market centers connected.
- k) Crossing with existing roads.
- l) Position of ancient monuments, burial grounds, cremation grounds, religious structures, hospitals and schools, water bodies, stream, existing road etc.
- m) Ecology or environmental factors.

4.3 **Land Map (Stage-III):**

Once the drilling site and road alignment is finalized (road alignment will take 6-7 days for approval), the contractor shall carry out the preliminary /detailed survey as specified and required for approach road, camp site and drilling site (for drilling site, approximate area of 250m x 250m). Based on the data available from survey, the contractor shall prepare the contour & other required survey maps for drilling site and camp site. The contractor will then plan the location site & camp site based on the requirement and data made available to him. The final location site will then be determined and demarcated at site. Based on the survey data, proposed level & entry point of the drilling site, the contractor shall determine the final center line for the new approach road which shall also be demarcated at site after necessary approval. The contractor shall then prepare land map for approach road drilling site, camp site etc. with following details after carrying out the necessary plot measurement etc. if required in case of Govt. land & private land, within 30(thirty) days from finalization of the road alignment).

- a) Land map shall contain quantum of land required under different heads to be procured for approach road, drilling site, camp site and also for the existing road in the scale as required & directed.
- b) It shall be clearly indicate in the land map the different types of land like Govt. land, private land, Forest land etc. If necessary, separate land maps may be required to be prepared for different type of land.
- c) Land map to be also prepared on topo-sheet /cadastral map (To be collected from state Govt. authorities) as required by different authorities including collecting of land data (Topo sheet will be provided by OIL if required).

- d) Temporary & permanent structures, trees which need cutting & coming in the alignment shall also be indicated in the land map.

4.4 **Detailed Project Report & Bid document(Stage-IV) :**

The project data collected during the survey and investigation together with proposal worked out on that basis shall be presented in the form of DPR. The DPR should be based on detailed survey and investigations, design and technology choice and should be of such detail that the quantities and costs are accurate. The DPR shall be prepared in three parts under the followings heads as per IRC:SP:19:2001. The DPR shall be submitted along with required bid documents within 40(forty) days from the submission of the land map. (The time which will be required for OIL for scrutiny of the draft DPR and Bid document is not included in the above 40 days time period). The DPR shall include:

- * The report
- * Estimate
- * Drawings

- a) **The Report:** Information in the report shall be maintained under the following heads:

- I. Executive summery
- II. Introduction
- III. Socio-economic profile
- IV. Engineering survey & investigations, and proposed road features
- V. Pavement studies
- VI. Design standard & specifications
- VII. Drainage facilities including cross drainage structure
- VIII. Environmental & social considerations including rehabilitation etc.
- IX. Materials, labour and equipment
- X. Rates and cost estimate
- XI. Miscellaneous
- XII. Conclusions & recommendations

(The impact of the road alignment on the environment shall also be considered at the time of planning and designing the road and necessary measures required to be taken to prevent environmental degradation during the construction phase shall be indicated in the report.)

- b) **Estimate:** The project estimate should give a clear picture of the financial commitment involved and should be realistic. The estimate shall consist of;

- I. General abstract of cost.
- II. Detailed estimates for each major head which shall consist the following:
 - Abstract of cost
 - Estimate of quantity
 - Analysis of rates
 - Quarry material source chart
 - Basis of provision for escalation if any

- c) **Drawings:** The drawings shall easy and translation of the proposals in the field and include the following:

- I. Locality map cum site plan
- II. Land acquisition plan
- III. Plan & longitudinal section

- IV. Typical cross section sheet for existing & proposed road pavement
- V. Detailed cross section
- VI. Drawing for cross drainage structure,
- VII. Road junction drawings
- VIII. Drawing for retaining wall and other protection structure.
- IX. Drawing for passing places, campsite, parking place
- X. Drawings of curves, turnings etc.
- XI. Location of various road signs.
- XII. Contour map for drilling site and road
- XIII. Layout drawing for drilling site incorporating all requirements
- XIV. Road inventory report
- XV. Any other document & drawing required for execution of the work

5.0 SERVICE AND FACILITIES TO BE PROVIDED BY OIL:

OIL shall not provide any services and /or facilities to the appointed consultant/contractor during entire study and execution of the survey job. The consultant will have to arrange all facilities/services required to carry out the assigned work on this project work at their cost. The rate against the items shall include all required cost. However introductory recommendation letters may be provided to the consultant on request for obtaining desired services and facilities from concerned authorities for which the consultant shall make payment if any required, to the concerned authorities directly.

6.0 SUBMISSION OF REPORTS:

The consultant shall furnish to OIL the following report and documents for each location. All reports shall be in English:

- a) Preliminary Project Report-I - 2 Copies
- b) Preliminary Project Report-II - 2 copies
- c) Land map - 10copies each
- d) Final DPR - 2 copies
- f) Other maps & documents - 2 copies each

(Besides hard copies as above, all the drawings & documents will also be submitted by the Consultant/Contractor in CDs (Soft Copies) to Company.

7.0 RESPONSIBILITY FOR ACCURACY:

The contractor shall be responsible for accuracy of all the data used in the project preparation and estimate prepared as part of the project.

NOTES:

- a) The prices shall be inclusive of all taxes & duties to perform the services described under the Scope of the work above.
- b) The rates shall include cost of cutting trees, clearing jungle, trace cutting etc. whenever & wherever required during survey works.
- c) Item No 7.0 & 8.0 will be required to be executed only after completion of procurement of land for approach road, drilling site and other areas. In case there is a delay of more than 6(six) months in procuring land from completion of all other items of work, the consultant will have the option to either to execute or not to execute the work. However, the bidders must provide competitive rates against these items in their bids for evaluation of the bid, Bids without rates against the aforesaid two items will be rejected.

- d) Supplying & fixing pegs, reference pillars benchmark pillars and other materials(except boundary pillars which will be measured & paid separately) required & specified in the relevant IRC guideline or otherwise at site during entire survey work will be contractor's responsibility and included in the item rates and no separate payment on such items shall be made from Company's end.
- e) Before tendering the rates, the Contractor shall inspect the site of work and fully acquaint himself with the existing site conditions, approaches available and its surroundings. Nothing extra over and above the unit rates tendered by the Contractor shall be payable to the Contractor for any site difficulties involved in executing the work. Cost element for all such facts shall be inclusive in the tendered rates.
- f) Service Tax: Service Tax if any as applicable and/or levied on payments against this contract shall be paid by the Company at actual against documentary evidence.
- g) The price shall be inclusive of all obligations, costs and expenses necessary to perform and to complete the Scope of Work.
- h) Expenses incurred in performing work, not included in the Scope of Work, and at the direction and approval of the Company shall be reimbursed at cost.
- i) Any statutory fee payable for obtaining Forest Clearance shall be on Company's account.
- j) The Contractor shall bear the cost of travelling of his team member(s) to and from the site for carrying out the work.
- k) It is the Contractor's responsibility to arrange lodging and boarding for its team member(s) at the site/ operational area.
- l) The quantity mentioned against the items may vary either way during actual execution of work. The quantity against a particular drilling location will be intimated during issue of individual work order for the particular drilling location.

END OF SECTION – II

LIST OF KEY PERSONNEL

The following key personnel shall be deployed by the Contractor for carrying out the works. Contractor shall provide the list of the personnel proposed for deployment alongwith details of their experience and bio-data as per Proforma-G in PART-4.

Sl No	Key personnel	Minimum Qualification
1	Highway Engineer- cum- Team Leader	Graduate in Civil Engineering with at least 15 years of work experience in Highway Engineering. Responsible for entire project preparation activity including timely completion. He will have to undertake frequent visits to project sites to guide, supervise, co-ordinate and monitor progress of work.
2	Sr. Survey Expert	Qualified Surveyor with minimum 10 years of professional experience including 5 years in highway related project. Must have thorough understanding of modern computer based surveying like total station, use of satellite imagery, digital terrain model etc.
3	Estimate Surveyor	Graduate in Civil Engineering /quality surveying with 8 years of experience in quality surveying, tender documentation and use of computer software. or Diploma in Civil Engineering with 15 years of experience of having expertise in quality surveying, tender documentation and use of computer software. He should also be well versed with legal matters of tender.

Note:

1. The above list indicates the minimum requirement of key personnel and their experience. The Contractor shall deploy the required number of personnel with more years of experience to accomplish the job as per the defined parameter and time frame.
2. The detailed bio-data of the key personnel must be submitted with the technical bids.
3. All the key personnel must be proficient in English.

PART-3

SECTION-III

SPECIAL TERMS AND CONDITIONS OF CONTRACT

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

1.1 Company's Engineer-in-charge and his nominated Representative(s) will be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the services in a cost effective way with professional competence and in an efficient workman-like manner and shall provide Company with a standard of work customarily provided by reputed Contractors.

2.0 **PROVISION OF PERSONNEL AND FACILITIES:**

2.1 The Contractor shall provide the all such required personnel including unskilled labourers, if any, for job execution at site in persistent with contractual provisions.

2.2 The key personnel to be deployed by the Contractor for job execution at site must have the requisite experience & qualifications as detailed herein and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company.

2.3 The Contractor shall be responsible for, and shall provide for all requirements of their personnel and of their sub-contractor, if any, including but not limited to their insurance, transportation (to & fro upto site and local transportation), medical/first-aid, vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.

2.4 Company will not provide any facility to Contractor's personnel at site.

2.5 Bidder shall furnish the list of equipment proposed to be deployed with type, make, year of manufacture with supporting documents along with their offer.

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

3.1 **SAFETY:** Contractor shall follow all safety norms as prevalent in the industry/ locality and also observe such safety regulations in accordance with acceptable practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of instruments etc. at all times.

3.2 Contractor shall provide the Personal Protective Equipment (PPE) to their personnel as required and ensure strict use.

- 3.3 Safety and security of Contractor's resources including personnel, equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/operate any of Contractor's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.
- 3.4 **PROTECTION OF ENVIRONMENT:** In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.
- 4.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after termination of the Contract.
- 5.0 **OBLIGATION OF THE CONTRACTOR:**
- a) Necessary study on topo sheet, geological maps, satellite map etc. to be studied prior to carrying out reconnaissance survey.
 - b) Along with submission of alternate routes and drilling site, other necessary details collected during reconnaissance as per IRC guideline shall be submitted along with the preliminary report.
 - c) Preliminary topographical survey will be carried out only after thorough investigation by reconnaissance survey and on the route or area approved by the Company.
 - d) For approach road the survey should cover a strip of sufficient width taking into account the degree and extent of cut/fill with a allowance for possible shift in the center line at the time of final design. The minimum width shall be 30 mts (i.e. 15 m on either sides of the center line for straight reaches) and 60 mts (i.e. 30 m on either side of the center line) for sharp curves and hairpin bends
 - e) Ground level shall be normally taken along the trace cut at an interval of 20 meter. However in case of abrupt change in slope or steep gradient, the level shall be taken at 5 mts or less as per requirement to obtain accurate ground profile.
 - f) Cross section shall be taken at an interval of 20 meter and at points of appreciable change in the soil & ground condition. While taking the cross section, the soil condition should also be recorded.
 - g) Necessary contour shall be also taken at 2m interval at critical locations like sharp curves, hairpin bend, bridge crossing etc.
 - h) In case of the drilling site, contour of the area (approximately 250 m X 250 m or as directed/specified based on site condition) shall be taken at an interval of 2 m or less (in case of sharp change ground level of steep gradient), to obtain accurate ground topography for planning of the drilling site and for calculation of cutting & filling for accommodating the drilling rig and other ancillary requirements.
 - i) The approach bell mouth and final level of the proposed drilling site (after necessary cutting and filling if any) shall be considered for determining the final center line and gradient of the proposed approach road to the well site.

- j) For demarcating the final center line at site apart from pegging with standard pegs at 20m spacing, reference pillars/control blocks of cement concrete of size 30 cm x 30cm x 60 cm at a maximum spacing of 100 meters shall be firmly embedded in the ground. These shall be located beyond the expected edge of cutting on the hill side. The pillars should be well recorded and mapped with description and location for future reproduction of the center line and should be well protected. In case of the well site 8-10 above type of reference pillars shall be provided.
- k) Proper benchmark shall be established by the contractor for the vertical control for location at an interval of 250-500 meters spacing depending upon line of sight and also near all drainage crossings and at suitable places not likely to be disturbed during construction of the approach & plinth.
- l) The scales to be used for plotting and drawing shall be as per company's requirement.
- m) Length of dense vegetation along the survey route, location of villages, towns with boundary, PWD and other village roads/ tracks, streams/ rivers/rocks/hills, water/ gas/oil lines, electric & telephone lines or any other permanent or landmark features etc. to be shown on the map.
- n) All the survey data, design, drawing, shall be the property of the Company; the Contractor shall in no case display or share the information with any other party in any form.
- o) All design & specification shall suit particular local condition and shall be both safe and economic.
- p) The selection of the final center line, geometric design, design of structures, drainage and protective works etc. shall as per IRC:SP:48:1998, IRC : SP-19-2001 and other IRC guidelines. Further, guideline laid down by the state Govt. authorities and the local bodies in this regard shall also be looked into and taken in to consideration.
- q) For pavement design in new/existing road and drilling site, CBR test as per IRC 37 shall be conducted both for soaked and un-soaked conditions apart from other necessary soil tests.
- r) The contractor shall undertake to modify the design, drawings, specifications, plan or any other documents free of cost in case of any defect in same is noticed during execution of work.
- s) The Contractor shall be responsible for seeking and obtaining, well in time necessary permission or authorization from concerned local or other offices and/or individual property owner etc. to approach enter measure, level, place instrument and equipment as may be required for carrying out survey works. OIL may provide necessary assistance in this regard at its discretion.
- t) The Contractor shall be solely responsible for following sound technical and other methods and practices of survey work, accuracy of equipment and field work. In case of any discrepancy being observed in survey maps, level and computer data, the contractor at his own cost carry out further surveys and set right all the discrepancy.
- u) The Contractor shall submit weekly progress report to OIL about the progress of work.
- v) The Company reserves the right to split the job among intending bidders at its discretion.

6.0 **OBLIGATIONS OF COMPANY:**

- a) Company shall be responsible for Petroleum Exploration License (PEL) and other necessary permissions from appropriate authorities as applicable to operate and carry out the survey. Reasonable administrative help will be extended by Company to Contractor during the job execution as may be confronted from time to time. However, the Contractor shall make available the required details in this regard as necessary.
- b) Company shall organize all possible help from local Government/ Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.
- c) Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- d) Pay Contractor in accordance with terms and conditions of the contract.
- e) Perform all other obligations required of Company by the terms of the contract

END OF SECTION - III

PART-4

PROFORMA - A

PRICE BID FORMAT **(FOR BID EVALUATION)**

TOPOGRAPHICAL SURVEY IN DRILLING LOCATION NMA

Bidders are requested to quote rates against each item strictly as shown below. The price bids will be evaluated on the basis of rates quoted by the Bidders and will be compared on the total evaluated value basis.

COST OF SERVICES (TOPOGRAPHICAL SURVEY)

Srl No.	Services	Unit	Quantity (a)	Unit Rate (Rs.) (b)	Total Amount (Rs.) (c = a X b)
1	CONNECTING INDICATED PLACES: Connecting indicated places with SOI/OIL's approved nearest benchmark with closed traverse using Total Station/DGPS instrument including providing at least 3(three) reference pillars at the indicated places and submission of details of the all the coordinates of the traverse & reference pillars and their distances from permanent structures in hard and soft copy as directed.	KM	8		
2	SURVEY FOR EXISTING ROAD: Feasibility study and preparation including Services for preparation Roads/bridges inventory and carrying out Condition Survey, in existing roads in hilly/ mountainous terrain. The work includes, designing rehabilitations/improvement/ repair/ protection measures required to be undertaken for the existing road/bridges including soil testing, , submission of detailed land map & necessary working drawings for improvement works, demarcation of land boundary and land required for improvement & topographical survey work for improvement of curves, turning places, widenings etc. The work also include preparing detailed estimate of cost for all improvement works along with necessary bid documents etc. complete as specified under scope of work	KM	5		

<p>3</p>	<p>SURVEY FOR NEW ROAD: Feasibility study and Consultancy services for preparation of DPR for new road including carrying out reconnaissance & detailed topographical survey with Total Station/DGPS in hilly/mountainous terrain for selecting & demarcating of the final alignment for the road to drilling site. The work also include soil investigation & testing, material survey, preparation of land map & land chart, geometric design & designing embankment, designing road pavement, cross drainage structures, surface drainage system, culverts, bridges, retaining walls, & other measures to arrest erosion/land slide, preparing survey drawings, and preparing all necessary working drawings good for construction, plot measurement, preparing estimate of cost & bid documents, etc complete as directed and as per relevant IRC guidelines (Final level of the proposed drilling plinth to be considered prior to finalization of the road alignment) The work also include identifying tentative numbers of new bridges required including approximate running meter length of each bridge and providing approximate estimate of cost against each bridge etc. as specified under scope of work (designing of major bridges is not within the scope of this item).</p>	<p>KM</p>	<p>15</p>		
<p>4</p>	<p>SURVEY FOR WELL SITE: (Drill site/Camp site) Feasibility study and Consultancy services for preparation of DPR for well site including carrying out reconnaissance & detailed topographical survey with Total Station/DGPS in hilly/mountainous terrain for selection of drilling site after necessary stacking of the final location point connecting SOI /OIL's approved nearest benchmark(within 1 km), suggesting shift in drilling point if necessary considering the site condition including carrying out final location survey, preparation of feasibility report, , soil investigation & testing, material survey, preparation of land map & land chart, geometric design & designing</p>	<p>HECT.</p>	<p>3</p>		

	embankment, road pavement, cross drainage structures, retaining walls & other measures to arrest erosion/land slide, preparing survey drawings including long section and cross-section (at 10 m interval), contour map, planning the drilling site based on the data provided, preparing layout plan, preparing drawings good for construction, estimate of cost, preparation of bid documents, plot measurement(if required), etc. complete as directed & specified and as per relevant IRC guidelines.				
5	SUPPLY OF RCC POSTS: Supplying RCC(1:2:4 grade concrete) boundary pillar, triangular in size with sides 100mm X 100mm X100 mm &1000 mm high, reinforced with 3 Nos. 8 mm dia steel bar longitudinally and 6mm dia stirrup @ 150mm, including supply of all materials, at indicated place complete as directed.	EACH	322		
6	FIXING AND GROUTING OF BOUNDARY PILLARS: Fixing and grouting boundary pillars with 1:3:6 grade concrete up to 30 cm depth and 30 cm all around including their transporting from the indicated place to the place of grouting, painting & numbering of pillars and supply all necessary materials etc. complete.	EACH	322		
7	DEMARCATON OF LAND FOR APPROACH: Demarcation of land boundary & final boundary survey, preparing necessary maps showing all the boundary pillars along with the reference pillars with their co-ordinates and distances (at least two) from the nearest permanent marks/ structures. a) For Approach road	KM	45		
8	DEMARCATON OF LAND FOR WELL SITE: Demarcation of land boundary & final boundary survey, preparing necessary maps showing all the boundary pillars along with the reference pillars with their co-ordinates and distances (at least two)	HECT.	3		

	from the nearest permanent marks/ structures. a) For drilling location & other area				
TOTAL EVALUATED CONTRACT VALUE: [Sum total of all above:1 to 8 above)					

GENERAL NOTES:

- 1.0 The items referred above are to be read in conjunction with the Scope of Work and Terms & Conditions detailed in this Tender. Mobilisation & Demobilisation charges, if any envisaged by the Bidder must be included in above quoted rates/prices as the same shall not be paid separately by Company.
- 2.0 Bid in which the rate for any of the above services is not quoted shall be rejected. However, if no charge is involved for any of the above work, 'NIL' should be mentioned against such services.
- 3.0 The bidders are to quote above rates inclusive of all liabilities, except the Service Tax, which shall be extra to Company account at actual as applicable. However, Liability of payment of applicable amount of Service Tax to the competent authorities will rest on the Contractor.
- 4.0 The quantity/parameter assumed against each item above is only for the Bid evaluation purpose as assessed by Company. It is, however, to be clearly understood that payment will be made to the Contractor on the basis of actual quantity/parameters executed by the Contractor to the satisfaction of Company as per contractual provisions.

BID FORM

To
M/s. Oil India Limited,
For General Manager (NEF)
P.O. Duliajan, Assam, India

Sub: Tender No. : D202941P14

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 7.5% (seven and half percent) of the total contract value for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2014.

Signature

(In the capacity of)

STATEMENT OF COMPLIANCE

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

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

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document (other than the BEC/BRC), the same should be indicated here and uploaded in their Bids. If the proforma is left blank or not uploaded, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Signature and seal of the Bidder:

Name of Bidder:

FORM OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **Tender No.: D202941P14**. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2014.

THE CONDITIONS of these obligations are:

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

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

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

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

* The Bidder should insert the amount of the guarantee in words and figures.
** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. OIL INDIA LIMITED,
Duliajan, Assam,
India, Pin - 786 602.

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

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

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

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

This guarantee is valid until the date _____ (calculated at 7 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Date.....
Place _____

CONTRACT FORM

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

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

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

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Contractor against Company's **Tender No. D202941P14.**

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

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of Contract,
- (b) Section-II indicating the Terms of Reference/Technical Specifications,
- (c) Section-III indicating the Schedule of rates and

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

BIO-DATA OF KEY PERSONNEL

(Ref. ANNEXURE-I under Section-II in PART-3)

Designation :
Name :
Nationality :

Educational Qualification:

Sl. No.	Course completed	Passed out School/ College/ University	Year of Passing	Division/ Rank
01.				
02.				
03.				
04.				

Job Experience:

Duration of Service		Post/Position Held	Name of the Employer	Place/Nature of Work
From (Date)	To (Date)			

N.B: If required, more rows may be added.

Signature and seal of the Bidder:

Name of Bidder:

