

**TENDER NO./IFB NO. CEI8141L13**

**Tender No. / IFB No. CEI8141L13 for Construction of RCC Pads, Grouting of angle iron (75mm X 75mm X 8mm) for storage of Drilling pipes at OIL Yard, ADB Road, Kakinada, Andhra Pradesh including supply of all materials has been addressed to the following parties:**

- (i) M/s Dheeraj Associates Engineering & Constructions**
- (ii) M/s A. Satyanarayana Varma**
- (iii) M/s T.V. Chalapathi Rao**
- (iv) M/s N.V. Satyanarayana Raju**
- (v) M/s Devi Engineering & Constructions**
- (vi) M/s P. Narayana Rao**
- (vii) M/s M.V.S Suryanarayana Raju & Others**
- (viii) M/s Corrotech Industrial Services**
- (ix) M/s G. Sri Hari Raju**
- (x) M/s Santhosi Engineering Company**
- (xi) M/s T.J.R. Estates**

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**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्योग ) पर्यवेक्षित कम्पनी: दुर्गापुर, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgapur, Assam

**KG Basin Project**  
#Door No.11-4-7,  
Nookalamma Temple Street,  
Ramaraopeta  
KAKINADA-533004 A.P.  
Phone (O) 0884-2302176  
FAX: 91-884-2352383  
Email: kgbasin@oilindia.in

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### **COVERING LETTER**

OIL INDIA LIMITED a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms / contractors meeting the requisite criteria for the following mentioned work under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site:

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#### **DESCRIPTION OF WORK/ SERVICE:**

**Tender No. CEI8141L13 for Construction of RCC Pads, Grouting of angle iron (75mm X 75mm X 8mm) for storage of Drilling pipes at OIL Yard, ADB Road, Kakinada, including supply of all materials.**

**LOCATION OF WORK: PLOT NO. 3, OPP. HAMASAVAHINI PUBLIC SCHOOL, ADB ROAD, KAKINADA-533005, ANDHRA PRADESH**

**CONTRACT PERIOD : 4 (four) Weeks**

**BID CLOSING/ OPENING DATE : As per Online Tender Document.**

**BID SECURITY DEPOSIT : Not Applicable**

**2.0 Performance Bank Guarantee:** Bidders to confirm that in the event of award of Contract they will submit Performance Security Deposit @ 2.5% of the total contract value and their acceptance of payment after deduction @ 7.5% against each running bill towards retention money as per Company policy. Performance Security Deposit and Retention Money will not earn any interest whatsoever.

3.0 The rates shall be quoted per unit as specified in the "Price Bidding Format" attached just below the "Tendering text".

3.1 All other techno-commercial documents other than price details to be submitted with Techno Commercial bid as per tender requirement placed in the 'Techno Commercial' bid folder.

3.2 The bid and all uploaded documents must be Digitally signed using "Class 3 digital certificate" with Organization's Name, [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

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

3.5 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

4.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

5.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 2 (two) years.

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

6.0 The Bid must be valid for 120 (One hundred & twenty) days from the date of opening of the tender.

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

~~8.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.~~

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

**10.0 The bidders should quote their rates against individual items. The rates shall be quoted within (+/-) 5% on the internal estimate against individual items as specified in Schedule of Works (Part-II) subject to the limit of overall percentage from (-5%) to at par of the internal estimated contract cost. However the bids with overall percentage quoted at below (-5%) and above the internal estimated cost will be rejected outright. The rates shall be in figures and up to two decimal place only. In case of any identical situation, the L-1 bidder will be decided through draw of lots.**

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

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

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

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

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

11.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

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

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

12.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid, i.e. O.I.L's Standard Form of Contract.

**13.0 SECURITY DEPOSIT:**

The successful bidder shall furnish a Performance Security Deposit @ 2.5 % of Contract Value in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

14.0 OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work stated above or cancel, if required.

15.0 The amount of retention money @ 7.5 % shall be released after 6 (six) months from the date of completion certificate from the concerned department.

16.0 The work shall have to be started within 7(seven) days from the date of work order.

17.0 **Time Schedule:** The time allowed for completing the work will be reckoned from the date of issue of work order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.

18.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

19.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the 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.

20.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be debarred for 2 (two) years from the date of default.

21.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the 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.

22.0 Bidder(s) must also furnish the followings:

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

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

- a) COVERING LETTER
  - a) Part - I - CONDITIONS OF AGREEMENT
  - b) Part - II - SCOPE OF WORK
  - c) Part - III - SPECIAL INSTRUCTIONS
  - d) Part - IV - SPECIAL CONDITIONS
  - e) Part - V- BEC\_BRC
  - f) APPENDIX-A and APPENDIX-B

**i) Special Note:**

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed (if called for in the bid) in original will be ignored straightway.

24.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICED” bid through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the “Price Bidding Format” attached just below the “Tendering text” in the main bidding engine of OIL’s e-Tender Portal. The price quoted in the “Price Bidding Format” will only be considered for evaluation.

25.0 Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.

**NB:** All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Thanking you.

Yours faithfully  
Oil India Limited

(G C Dev Choudhury)  
Chief Manager (Materials)  
For Group General Manager (KGB & BEP)

**PART – I**

**CONDITIONS OF AGREEMENT**

MEMORANDUM OF AGREEMENT made this day ----- between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam and Project Office at D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh (hereinafter called "The Company") of the one part and ----- carrying on business as PROPRIETOR under the firm name M/s -----with their office at ----- in the district of ----- aforesaid (hereinafter called "The Contractor") of the other part.

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

- a) The "Agreement" means the Contract entered into between the Company and Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) The "Agreement Price" means the prices/costs/rates payable by Company to the Contractor under the agreement for the full and proper performance of its Contractual obligations.
- c) The "Work" means each and every activity described in the Schedule of Work/ Specifications, detailed in Part-II.
- d) "Company" means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) "Contractor" means the individual or firm or Company performing the "Work" under this Agreement and its executors, successors and assignees.
- f) "Contractor's personnel" means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) "Company Personnel" means the personnel to be provided by the Company. The Representative/Engineer of the Company are also included in the Company's personnel. The Company's Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) "Site" means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) "Company's items" means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.

- j) “Contractor’s items” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) “Commencement date” means the date on which the Contractor’s personnel starts the job as mentioned in the Agreement.
- l) “Gross Negligence” as used in this Agreement shall mean “willful and wanton disregard for harmful, avoidable and foreseeable consequence”.

WITNESSETH:

- 1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work which forms Part-II of this Agreement in accordance with General Specifications read in conjunction with any drawings and Particular Specifications and Instructions which forms Part-III of this Agreement utilizing the services as offered by the Company and listed in Part-IV of the Agreement.  
  
(b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Part-II of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company’s Engineer shall have power to -
  - (a) Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not up to the required standard, set forth in the Company’s standard specifications which have been perused and fully understood by the Contractor.
  - (b) Order the Contractor to remove any inferior materials from the work site and to demolish or rectify any work of inferior workmanship, failing which the Company’s Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor’s expense.
  - (c) Order the Contractor to remove or replace any workman whom he (the Engineer) considers incompetent or unsuitable. The Engineer’s opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.
  - (d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.



- (e) Order deviations in Part-II and III of this Agreement after obtaining approval from the Company's management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be the same as those appearing in the Basic Schedule of Rates of Andhra Pradesh P.W.D. in force on the date of issue of such deviation order.
- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for work actually completed under this Agreement. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II, if so ordered by the Company at the same rates, terms and conditions.
- 5.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement particularly for execution of this Agreement up to the date of cancellation of the Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.
- 6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:-
- i) The Mines Act.
  - ii) The Minimum Wages Act.
  - iii) The Workmen's Compensation Act.
  - iv) The Payment of Wages Act.
  - v) The Payment of Bonus Act., 1965.
- Or any other Acts or statutes not herein above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labourer appointed by the Contractor. Such statutory increase in the wage rates of Contract Labourer shall be borne by the Contractor.
- 6.1 Contractor(s) whoever is liable to be covered under P.F. Act must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the contractor must deposit Provident Fund Contribution (covering employee's & employer's share) with the competent authority under their direct code. The contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the company. In case of failure to provide such documentary evidence, the company reserves the right to withhold the final bill.
- 7.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.

- 8.0 **Work Completion Time:** The Contractor must commence the work within 7(Seven) days of issue of Work Order and the work should be completed within 4 (Four) weeks from the date of issue of Work Order. Non compliance of this time schedule will call for imposition of liquidated damage.
- 9.0 **Validity of the Agreement:** The Agreement shall remain valid for a period of 4 (Four) weeks from the date of letter of award of the Agreement or till the completion of work against the last Work Order issued within the currency of the Agreement, whichever is later.
- 10.0 **Schedule of Rates:** Payment to the Contractor will be made against work completed by them at the rates entered in the Schedule of Rates, Part-II hereof.
- 11.0 **Liquidated Damages:** Time is the essence of this Agreement and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent) of the total value of the contract, per week or part thereof, upto a maximum of 7.1/2% (seven & half percent) of the total value of the contract.
- 12.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 13.0 **Estimated Value of Contract:** The total evaluated value of the Agreement (all inclusive) is estimated to be Rs ----- (Approx.), but the Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in the Schedule of Rates which forms Part-II of this Agreement.
- 14.0 **Payment Terms:** Payment shall be made against work completed by the Contractor after deducting the retention money @ 7.5% of the running bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 15.0 **Performance Security:** Within two weeks of issue of Notification of Award of the Agreement, the successful bidder shall furnish Performance Security to the Company in the Form of a Bank Draft or Bank Guarantee from a scheduled bank located in India as per format provided in Appendix-B of the Bid Document. The amount of Performance Security shall be equivalent to 2.5% (Two point Five percent) of the total evaluated value of the Agreement. A Performance Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located in Kakinada, Andhra Pradesh. The proceeds of the Performance Security shall be payable to the Company as compensation for any loss resulting from Contractor's failure to complete his/her obligations under the Agreement. The Performance Security shall be valid till six months beyond the validity of the Agreement.

- 16.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the contract labour (Regulations & Abolition) Act.
- 17.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 18.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 19.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89 (b) of the Indian Oil Mines Regulations 1984. The Company's representative shall not allow/accept those who are not provided with the same.
- 20.0 LIABILITY:
- 20.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment and/or loss or damage to the property of Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 20.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.0 FORCE MAJEURE:
- 21.1 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 party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 21.2 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.

- 21.3 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 with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

22.0 TERMINATION:

22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

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

22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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

22.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 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.

22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

22.6 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties

shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

- 22.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 7 successive days (not including Force Majeure delay), the Company at its option, may terminate the Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 22.8 Upon termination of the Contract, Contractor shall return to the Company all of Company's items, which are in Contractor's possession at the time.
- 22.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 22.1 to 22.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Contract up to the date of termination.
- 22.10 In the event of termination of contract, the Company will issue Notice of termination to the Contractor with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 23.0 **ARBITRATION:**
- 23.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.
- 23.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in New Delhi/Kakinada.
- 24.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's Engineer shall be final and binding on the Contractor.
- 25.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix -A
- 26.0 **SET OFF :-**Any sum of money due and payable to the contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited ( Or such other person or persons contracting through Oil India Limited).

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

<p><b>Signed in the name and on behalf of:</b> <b>M/s.</b> <b>(CONTRACTOR)</b></p> <p><b>Signature :</b> _____</p> <p><b>Name :</b> _____ <b>(Legal Power of Attorney)</b></p> <p><b>In presence of:</b> <b>Signature:</b> _____</p> <p><b>Name :</b> _____</p>	<p><b>Signed in the name and on behalf of:</b> <b>OIL INDIA LIMITED</b> <b>(COMPANY)</b></p> <p><b>Signature :</b> _____</p> <p><b>Name :</b> <b>Designation:</b></p> <p><b>In presence of:</b> <b>Signature:</b> _____</p> <p><b>Name :</b> _____</p>
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**END OF PART – I**

**PART-II****SCOPE OF WORK**

**Scope of Work: Construction of RCC Pads, grouting of angle iron (75mm X 75mm X 8mm) for storage of Drilling pipes at OIL Yard, ADB Road, Kakinada, including supply of all materials.**

Sl No	Description of Items	Qty	UOM	Estimated Rate in INR
1	Earth work excavation and depositing on bank in all type of soil (excluding rock) with an initial lead of 50 mtrs & lift upto 1.50 mtrs complete all as directed by Engineer-in-charge.	71.00	Cum	71.40
2	Providing and laying Plain Cement Concrete in 1:3:6 (1: cement, 3: coarse sand, 6: hard broken 40mm size and downgraded machine crushed granite verity metal) excluding the cost of centering and shuttering including curing etc. complete (excluding cost of centering & shuttering).	20.50	Cum	3354.31
3	Providing and laying RCC 1:1.5:3 (1-cement, 1.5-sand and 3-20mm nominal size and downgraded hard broken machine crushed granite metal) including machine mixing compaction, curing etc., complete (Excluding cost of centering and shuttering) all works upto plinth.	85.50	Cum	5589.70
4	Supplying, fixing and placing TMT bar reinforcement in VRCC works complete as per drawings and technical specifications for bars below 36mm dia. including overlaps and wastage.	995.00	Kg	45.66
5	Making, fixing, and striking timber for shuttering works for complete finished item of work or as directed by Engineering In-charge.	48.00	Sqm	320.40
6	Fabricate and supply of M.S. ANGLE IRON of size 75mmX75mmX8mm thick of 2.6M length including cost and conveyance charges of all materials etc., seignorage charges etc., complete for finished item of work or as directed by Engineer In-charge.	52.00	M	539.67

**Note:** (i) The internal estimated rate indicated in the Scope of work & Price Bid proforma is inclusive of all. **The bidders should take note of the same while quoting.**

(ii) The wage component of the estimated cost is 22.5%.

**END OF PART - II**

**PART-III**

**SPECIAL INSTRUCTIONS & SPECIFICATIONS**

**SPECIAL INSTRUCTIONS**

1. The rates must be valid for entire agreement period for which the Contractor shall have no objection.
2. The Company will constantly watch the progress made by the Contractor in the time frame mentioned above. In case the Contractor fails to achieve progress commensurating with time elapsed at any point of time within the allotted period, the Company reserves the right to carry out the remaining work, through any other agency. The additional cost, if any, incurred by the Company in getting the remaining work completed through any other agency will be recovered from the Contractor.
3. The Contractor must commence the work within 7(Seven) days of issue of work order after obtaining labour clearance (See special condition 8.0 below).
4. The Company reserves the right to ask the Contractor to carry out work more than the quantities mentioned in Part-II of the contract at the same rates, terms and conditions to which the Contractor shall have no objection. Likewise, the quantities of work to be executed may be reduced by the Company, to which the Contractor will have no objection. The Contractor will be paid for actual quantities of work executed by him at the directions of the Company, and at rates agreed in the contract.
5. Efficient workmen are to be engaged by the Contractor.
6. Materials rejected by the Company must be removed by Contractor from work site within 48 Hrs. of rejection, failing which the Company reserves the right to get the rejected materials removed under risk and cost of the Contractor.
7. The Contractor shall obtain labour clearance within seven (07) days of issue of firm Letter of Award of Contract by the Company.
8. The Company reserves the right to get the part or whole work completed under risk and cost of the Contractor, if the Contractor fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.
9. All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this agreement are inclusive of all taxes, royalty, sales tax etc. In respect of Royalty, the Contractor must submit to the Company - the proof of payment, Short-Term Permit (STP) within 15 days and N.O.C. / N.D.C. from the Mining department before payment of final bill. The rate of Royalty may vary from time to time as per Govt. directives and the same is binding on the Contractor.
10. All items of work are to be carried out as per sound engineering practice, as per relevant IS codes and latest detailed specifications of State PWD,



Andhra Pradesh, CPWD.

11. Electricity if required at any site of work during execution under this contract will have to be arranged by the Contractor at his own cost.
12. Contractor will be responsible for supply & transportation of water to work site in the required quantities both for construction works and drinking purpose of his workers.
13. All debris, waste etc. to be cleared off and the surrounding areas to be leveled on completion of work.
14. All materials required for the work must be as per the approved list as provided in the tender documents. The Contractor will produce before the Engineer, purchase voucher from authorized source and test certificate before it is incorporated in the work. Materials purchased from unauthorized source and not having a test certificate conforming to ISI standards will be rejected.
15. The Contractor must provide experienced and qualified Supervisor for continuous and efficient supervision of works. The name of such persons shall be intimated to the Company.
16. The Contractor must provide adequate tools, accessories in time for efficient execution of work as per instruction of the Engineer.
17. The Contractor shall have no claim for any delay arising out of emergencies, or land disputes etc. outside the Company's control.
18. Rates under Part-II of the contract are inclusive of all materials for permanent incorporation in the works.
19. SCOPE OF WORK:

The works under this agreement is as per the schedule given in Part-II.

20. PROCEDURE FOR EXECUTION OF WORK:
  - (a) The Contractor must keep daily contact with Engineer in Charge to receive instructions regarding work. The Engineer in charge shall be free to take action against the Contractor as per terms of this contract.
  - (b) For efficient workmanship, the Contractor will engage adequate labour force and supervisory staff. The relevant specifications will be adhered to in all details. If standard of work is not achieved, the Engineer in charge will be free to reduce the rates as per clause 3 (a) of Part-I of Contract.
  - (c) The Contractor must maintain adequate and right type of tools required for efficient discharge of responsibility.
21. SPECIFICATION FOR WORKS:

All works will be carried out as per the standard specifications of the contract. If the Contractor fails to follow the specifications fully in any item, the Company will be free to reduce the rates payable to the Contractor, in due proportion, as per clause 3 of Part-I of the Agreement.

22. MATERIALS SUPPLY:

Materials supplied at site, but found not conforming to the given specification must be removed from site within six hours of engineer's verbal or written order to do so.

23. MATERIALS USE:

No materials must be used on work unless:

- a) The material is delivered at the right place.
- b) The materials is approved (by the engineer or his representative) to be of right quality.

24. WARRANTY:

The items/equipment to be installed/fitted should be brand new and recent make and warranty of the same should bear OIL's name.

25. DEFAULT BY THE CONTRACTOR:

Should the Contractor fail to carry out the part of the work involved in this agreement in way of:

- (a) Not maintaining the desired progress of work.
- (b) Neglecting to carry out certain aspect of the work.
- (c) Carrying out work at a specification lower than the intended.
- (d) Supplying inferior grade of material.
- (e) Carrying out work without instructions.
- (f) Not carrying out safety measure
- (g) Not carrying out work as per instructions.
- (h) Other defects as pointed out to the party.

Then, the engineer shall be free to take action against him as provided for under the contract.

26. CEMENT:

The cement used shall be one of the following type (a) ordinary Portland cement Conforming to IS: 269 shall be procured by contractor from either of following:

1. Ultratech
2. Associated Cement Co. Limited.,
3. J.K.Cement.
4. KCP.
5. Ramco.

Unless otherwise agreed with OIL (Oil India Limited) the cement shall be delivered to the site in original sealed bags which shall be labeled with the weight, date of manufacture, name of manufacturer, brand and type. Cement received in torn or hand stitched bags shall not be used. Bags of cement which vary in weights by more than 3% standard weight shall not be accepted.

All cement shall be fresh when delivered and kept at ambient atmospheric temperatures and stored in approved manner in stores built by contractor

at his own cost. The contractor shall Construct Suitable godown built on site, as approved by OIL to store.

He shall employ necessary watch and ward establishment for the purpose to the satisfaction of the employer.

With each and every delivery of cement the contractor shall provide the certificate that the cement conforms to the relevant Indian Standard.

The contractor shall provide facilities for making 7 day test from time to time in accordance with IS: 3535,IS:4031 and shall allow for carrying out such tests as may be required by the OIL and for reporting the results.

27. STEEL:

A) Reinforcement steel shall be procured by contractor from either of following:

1. Steel Authority of India.
2. Tata Iron and Steel Co. Ltd.,
3. RINL.
4. Jindal Steel.

B) APPLICABLE CODES AND STANDARDS:

The codes and standards generally applicable to the work of this section are listed hereinafter.

- (i) IS:280 Mild steel wire for general engineering purposes.
- (ii) IS:432 part I Mild Steel& Medium tensile steel bars part II Hard drawn steel wire.
- (iii) IS:456 Code of practice for plain and reinforced concrete.
- (iv) IS:814 Covered electrodes for metal arc welding of structural steel.
- (v) IS:816 Code of practice for use of metals arc welding for general construction in mild steel.
- (vi) IS:1139 Hot rolled mild steel, medium tensile steel and high yield strength steel deformed bars for concrete reinforcement.
- (vii) IS:1566 Hard-drawn steel wire fabric for concrete reinforcement.
- (viii) IS:1786 Cold-twisted steel bars for concrete reinforcement.
- (ix) IS:2502 Code of practice for bending and fixing of bars for concrete reinforcement.
- (x) IS:2629 Recommended practice for hot-dip galvanizing of iron and steel.
- (xi) IS:3370 Code of practice for concrete structures for Storage of liquids.
- (xii) IS:4759 Hot-dip zinc coating on structural steel and other allied products.

The following clauses are intended to amplify the requirements of the reference documents listed above and the contractor shall comply with these clauses.

## 28. SUBMITTALS

### 28.1 MATERIAL REPORT

Prior to start of delivery of reinforcement steel required the contractor shall submit the following to the OIL for review:-

- a) Certified copies of mill test reports including chemical analysis and physical properties as required by the applicable Indian Standards for each consignment of steel.
- b) Where such mill certificates are not available or if the employer feels to substantiate conformance of the mill test reports, the contractor shall employ an approved testing laboratory to perform the required tests and chemical analysis at his own cost.

### 28.2 BAR BENDING SCHEDULE:

Before commencement of fabrication of any steel reinforcement, the contractor shall submit the Bar bending schedule to the OIL for its approval.

## 29. MATERIALS

### 29.1 STEEL REINFORCEMENT

29.1.1 All steel shall be procured from original main approved producers and no rerolled steel shall be incorporated in the work unless permitted by the OIL.

29.1.2 The contractor shall before use make steel free from mill scale, loose rust, grease, oil, paint or any other deleterious material which reduces or destroys bond. Every bar shall be inspected before assembling on the work and defective, brittle or burnt bar shall not be used. Cracked ends of bars shall be discarded.

### 29.2 BINDING WIRE:

Binding wire shall be black annealed steel wire conforming to IS; 280 and of minimum 18 gauge, except for galvanized reinforcement the wire shall be galvanized steel wire.

### 29.3 WELDING ELECTRODES

Electrodes used for welding of steel bars shall be ordinary mild steel grade electrodes conforming to IS:814 and shall be of the best quality approved by the OIL.

30. STORAGE:

- 30.1 Reinforcement steel shall be handled and stored in a manner that bending or distortion of the bars is avoided and contamination of steel is prevented.
- 30.2 ALL reinforcement shall be stored horizontally above ground level on platforms, skids or other approved supports, clear of any running or standing water. Contact with soil should be avoided. Proper drainage and protection from the elements shall be provided to minimize corrosion.
- 30.3 Bars of different classifications and diameters shall be stored separately.
- 30.4 A record shall be kept of the batch numbers of reinforcement deliveries in such a form that the part of the works in which particular reinforcement is used can be readily identified.
- 30.5 Welding electrodes shall be stored in moisture controlled environment in accordance with the manufacturer's recommendations.

31. FABRICATION

It shall be ensured that the bars are not bent or straightened in any manner that will injure the material. Any bars incorrectly bent shall be used only if means for straightening and rebending be such as not to affect adversely the material. Reinforcement shall not be rebent or straightened without prior review by the OIL. No reinforcement shall be bent when in position on the works without approval of the OIL whether or not it is partially embedded in hardened concrete.

32. LAPPING

- 32.1 As far as possible bars of maximum length available shall be used. All bars shall be in one length unless otherwise shown on the drawings or agreed with the OIL.
- 32.2 Laps shown on the drawings or otherwise specified shall be based on the use of bars of maximum length by the contractor. In case the contractor wishes to use shorter bars, such laps shall be provided at the contractor's cost in the manner and locations approved by the OIL.
- 32.3 Not more than 1/3<sup>rd</sup> of the bars or as specified in the drawings shall be lapped at one section.
- 32.4 Reinforcement bars shall not be welded unless shown on the drawings or instructed by the OIL.

33. PLACEMENT

- 33.1 All reinforcement shall be placed accurately and maintained in the position indicated on the drawings. The contractor shall provide approved type of supports for maintaining the bars in position and ensuring required spacing and correct cover of concrete to the reinforcement as called for in the drawings. Precast cement concrete blocks as approved PVC chairs of required shape and size, M.S. or other approved chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement. Precast concrete blocks shall be cast well in advance and shall be at least equal in quality to the class of concrete specified in the work.
- 33.2 All intersections of the reinforcements shall be securely tied with two or more strands of binding wire twisted tight to make Skelton or network rigid so that the reinforcement is not displaced during placing of concrete.
- 33.3 Tack welding of crossing bars shall be done as authorized or directed by the OIL. Nothing extra will be paid for tack welding.
- 33.4 The contractor shall take all reasonable precautions to ensure that when handling or erecting reinforcement no damage shall be done to finished concrete. Bars that are partially embedded in concrete shall not be field bent unless concurrence has been obtained from the OIL.
- 33.5 Walkways and barrow runs for placing and compacting the concrete shall be independent of the reinforcement.
- 33.6 Loose binding wire and other extraneous matter shall be removed from inside the formwork prior to concrete placing. Without relieving the contractor of the responsibilities for the correctness thereof, the reinforcement shall be inspected and approved by the OIL in writing before any concrete is placed and the contractor shall allow sufficient time for such inspection and any subsequent remedial action to be carried out.
- 33.7 No part of the reinforcement shall be used for conducting electrical currents.
34. COVER TO REINFORCEMENT
- 34.1 Unless shown otherwise on the drawings, minimum cover for all reinforcement shall be provided as per IS: 456, Care shall be taken to maintain the correct cover to reinforcement.
- 34.2 For concrete members exposed to weather, earth, action of harmful chemicals, acid vapour, saline atmosphere, sulphurous smoke etc. minimum cover for reinforcement shall be increased by 15mm to 40mm as directed.
- 34.3 For concrete members of water retaining structures minimum cover for reinforcement shall be as stipulated in IS: 3370 Part II.

34.4 The maximum cover for reinforcement shall be greater than that specified above or shown on the drawings plus 10mm except for bundled bars.

34.5 For bundled bars, minimum concrete cover shall be equal to the equivalent diameter of the bundle but need not be greater than 50mm.

34.6 Exposed reinforcement intended for binding with future extensions shall be protected from corrosion as shown in the drawings.

### 35. CLEANING

35.1 After placing, the reinforcement shall be maintained in a clean condition until the concrete is placed. On no account the bars shall be oiled or painted or mould oil used on the formwork be allowed to come in contact with the bars.

35.2 Before concreting is commenced, the base shall be thoroughly cleaned with dry gunny bags if they are coated lightly with rust or other impurities.

### 36. MEASUREMENT

36.1 The weight of steel to be paid shall be the weight of bars as detailed in the drawings or as instructed by the including stirrups, ties and all other steel works specified as reinforcement but excluding binding wires, cover blocks, chairs and spacer bars. The sectional weight as stipulated in the IS Codes shall be adopted as unit weight of bar/meter.

36.2 Laps as specified on the drawings will be paid for. However laps required because of the contractor's use of shorter bars shall not be paid for.

36.3 The contractor has to arrange for cement and steel at his own cost after taking approval from engineer-in-charge for samples he intends to use. The material must be conforming to the specifications and suitability of the site.

**END OF PART – III**

**PART - IV**

**SPECIAL CONDITION**

---

**(a) SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and**

**(b) SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENTS FOR use in the execution of work.**

---

SL No.	Description	
(a)	Materials	Nil.
(b)	Plants and Equipment	Nil.
(c)	Working Drawings will be provided during execution of works.	

---



**DECLARATION OF PARTICULARS OF RELATIVES WORKING IN  
OIL INDIA LIMITED**

I hereby certify that:

- i) I do not have any of my relative working in OIL INDIA LIMITED.
- ii) The following relative/relatives is/are working in OIL INDIA LIMITED.

Sl. No.	NAME	RELATIONSHIP	DEPARTMENT
---------	------	--------------	------------

I declare that I have no other relative/relatives apart from the above who is/are working in OIL INDIA LIMITED.

Relatives would include spouse, sons / daughters, brothers / sisters, first uncles / cousins and their spouses / In-laws.

(Please strike out whichever is not applicable.)

**END OF PART - IV**

**PART – V**

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

**I. BID REJECTION CRITERIA**

Bids shall conform to the specifications, terms and conditions given in this Tender document. Bids may be rejected should the equipment or services offered not conform to the required technical specifications. Notwithstanding the general conformity of the Bids to the stipulated specifications, the following requirements must be met by Bidders failing which their Bid will be rejected.

**1.0 TECHNICAL**

- 1.1 Experiences of having successfully completed **similar works** during last 7 years ending on 31.10.2012.

**Similar work must be as per the following:**

**“Similar work”** mentioned above means the following:

Construction of RCC foundations/RCC buildings/Boundary walls/Bridges.

- 1.2 The minimum value of any of the above work satisfactorily executed during the last 7 (seven) years ending on 31.10.2012 should be either of the following:
- i) One single contract of value Rs. 6.00 lakhs
  - ii) Two contracts, each one of value Rs. 3.50 lakhs
  - iii) Three contracts, each one of value Rs. 3.00 lakhs

Documentary evidences of job experience as stated above should be in the form of photocopies of Letter of Intent/Letter of Allotment / Work-order along with respective Completion Certificate(s). The Certifying Authority for completion certificates should be not below the level of Chief Engineer / Chief Manager in case of PSUs and equivalent levels in Govt. organizations/Private organizations.

- 1.3 PF code number issued by the appropriate Govt. authority or exemption certificate from the concerned authority or a declaration in stamped paper that provisions of the PF act are not applicable to him/them and in case PF is to be deposited later on, the same will be deposited by the bidder. In case, the bidder does not have the PF code number, he/they must provide an undertaking stating that the same will be provided before commencement of the jobs.
- 1.4 PAN and VAT Registration number.
- 1.5 Documentary evidence in support of sound financial standing and Bank Account.
- 1.6 The bidder should have average annual financial turnover for the last 3 (three) accounting years should be at least **Rs. 2.50 lakhs**. The proof of Annual Turnover should be either in the form of Audited Balance

Sheet/Audited Annual Reports or Certificate from Chartered Accountant Firm indicating their Membership / code number along with Profit & Loss Account.

- 1.7 All the certificates and documentary evidences required to be submitted in support of Para 1.0(1.1 to 1.6) above should be clearly legible and duly attested by gazetted officer as well as by the applicant along with official seal. Illegible /incomplete certificates or documents will not be considered for evaluation.
- 1.8 Bidders must fully mobilize all equipment and personnel and be prepared to commence work within 7 days from the date of issue of Work Order. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.
- 1.9 The bidders must possess /own in their own name / firm's name or, must produce an undertaking / affidavit (documents should not be more than one year old) from the owners for providing services of the following minimum numbers of equipment for satisfactory completion of location preparation jobs on stamped paper:
- |       |                           |   |              |
|-------|---------------------------|---|--------------|
| (i)   | Concrete mixing machine   | : | One (01) No. |
| (ii)  | Sump pump                 | : | One (01) No. |
| (iii) | Concrete mixture vibrator | : | One (01) No. |
- 1.10 The contractor/firm must have their own competent persons who have sufficient knowledge to go through the specifications of the contract, sort out minor difficulties/details of site and ensure the execution of the works according to our requirements and as per the scope of the contract. The persons must be capability to work in all types of terrain, hazardous area, hill etc.
- 1.11 The Consultancy Firm having Joint Ventures/Consortium/Tie-up will be qualified to quote against the Tender subject to the following:
- (i) Each one of the members/partners must be having experience of similar works.
  - (ii) They have proper and valid MOU clearly indicating the role and responsibility matrix of each member.
  - (iii) Any of the partners of Joint Ventures/Consortium/Tie-up must meet the qualifying criteria as indicated 1.1 and 1.2 above.
  - (iv) One of the partners must confirm unconditional acceptance of full responsibility of executing the contract.

## **2.0 COMMERCIAL**

- 2.1 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL" and "PRICED" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "Price

Bidding Format” attached just below the “Tendering text” in the main bidding engine of OIL’s e-Tender Portal. The price quoted in the “Price Bidding Format” will only be considered for evaluation.

NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

2.2 Bidders must quote in accordance with the price schedule outlined in PRICE BID FORMAT & SCHEDULE OF WORK (Part-II) of tender document; otherwise the Bid will be rejected.

**Bidders should quote their rates against individual items. The rates shall be quoted within (+/-) 5% on the internal estimate against individual items as specified in Schedule of Works (Part-II) subject to the limit of overall percentage from (-5%) to at par of the internal estimated contract cost. However the bids with overall percentage quoted at below (-5%) and above the internal estimated cost will be rejected outright. In case of any identical situation, the L-1 bidder will be decided through draw of lots.**

2.3 A Bid received through, or in the form of, a fax or email will be rejected.

2.4 Any Bid found to contain a false statement shall be rejected.

2.5 The Bid documents are not transferable. Offers received from unsolicited Bidders will be returned, unopened.

2.6 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price/ terms will be rejected.

2.8 There must be no exception to the following Clauses including sub-clauses; otherwise the Bid will be rejected:

- Security Deposit Clause	- Termination Clause
- Tax liabilities Clause	- Arbitration Clause
- Force Majeure Clause	- Liability Clause

### **3.0 GENERAL**

3.1 No deviation or exception will be accepted in the clauses covered under BRC/BEC.

3.2 To determine the substantial compliance of a Bid, Company reserves the right to ask the Bidder for clarification of clauses covered by the BRC/BEC. Such clarifications to ensure compliance with the BRC/BEC clauses must be received on or before the deadline given by Company or the Bid will be rejected.

3.3 If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

- 3.4 Any additional information, terms or conditions included in the sealed Priced-Bid will not be considered by OIL for evaluation of the Tender.

**II. BID EVALUATION CRITERIA (BEC)**

- 1.1 Bids will be technically evaluated on the requirements the tender. The equipment should meet the requirements and specifications in the Bid Document.
- 1.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender and conforming to the Bid Rejection Criteria will be evaluated using the Bid Evaluation Criteria.
- 1.3 The Priced-Bids will be evaluated using the rates quoted in the **PRICE BID FORMAT & SCHEDULE OF WORK** (Part-II) on the following basis:

The quantities given in the Price Bid Format (Part-II) against each items are requirements for “Construction of RCC Pads, grouting of angle iron (75mm X 75mm X 8mm) for storage of drilling pipes at OIL Yard, ADB Road, Kakinada, including supply of all materials”.

- (a) For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate the grand total estimated value of the contract.
- (b) The estimated quantities indicated in Part-II against each item are for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual site requirement and payment will be made for the actual work done/materials supplied.

**END OF PART - V**

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
Kakinada, Andhra Pradesh

**GGM (KGB & BEP)**

Sub: Safety Measures against Contract no:

Description of Work/Services: -----

Sir,

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

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

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

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the company will not be responsible for any lapses on our part in this regard.

Yours faithfully

.....

Contractor  
For & On Behalf of

Seal:  
Date:

**APPENDIX-B**

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To: **GGM (KGB & BEP),  
Oil India Limited,  
D. No. 11-4-7,  
Nookamma Temple Street,  
Ramarao Peta,  
Kakinada-533004, Andhra Pradesh**

WHEREAS (Name and address of Contractor)

\_\_\_\_\_ (hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (*Amount of Guarantee*) \_\_\_\_\_ (*in words*) \_\_\_\_\_ such sum 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 the 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 modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) 6 (six) months after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

**NOTE: Bidders are NOT required to complete this form while submitting the Bid.**