



ऑयल इंडिया लिमिटेड
 (भारत सरकार का उद्योग) पंजीकृत कार्यालय: मुंबई, महाराष्ट्र
Oil India Limited
 (A Government of India Enterprise) Registered Office: Dulejan, Assam

OIL HOUSE
 Plot No. 19, Sector – 16A
 NOIDA -201301
 UTTAR PRADESH
 Phone : 0120-2488333-347
 Fax : 0120-2488310
 Email: corp_C&P@oilindia.in

FORWARDING LETTER

Tender No.	OIL/62/07/Enq-575
Date	24.05.2011
Bid Closing Date	10.06.2011
Bid Closing Time	2.30 P.M.
Bid Opening Date	10 .06.2011
Bid Opening Time	3.00 P.M.
Bid Security:	₹36,000.00
Performance Security:	2.5% of estimated contract value
Retention Money	7.5% of estimated contract value

Description of Work:

1. Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed tenders, under Composite Bid System (Technical and Price Bid together), for Civil works detailed in schedule of works of Part-II, and as per attached Drawing No.I and as per the terms and conditions detailed in the draft Contract enclosed as Part-I (Conditions of contract), Part-III (Special Instructions & Specifications), and Part-IV (Special Conditions of contract).

2. SUBMISSION OF OFFER:

- 2.1. The bid should be prepared under **Single Stage Single Bid** System. The bidders are to submit the offers by duly filling in the rates in Part-II (PRICE BID FORMAT) and submitting Part-I, II, III, IV and V enclosed herewith, by duly signing on each page with official stamp, as token of acceptance of the terms and conditions of the contract.
- 2.2. Offers should be sent in sealed covers, addressed to **Sr. Advisor (C&P), OIL INDIA LIMITED, Plot No. 19, Sector-16A, NOIDA 301201**. The following details must be clearly marked on the cover containing the offers on the left hand side top corner:

- i) OIL's Tender No: OIL/62/7/ENQ-
- ii) Bid Closing date:
- iii) Brief Description of work: Security fencing
- iv) Bidder's Name:

- 2.3. The bidders, in their own interest are advised to drop their offers personally in the TENDER BOX kept in the office of Sr. Advisor(C&P), OIL INDIA LIMITED, Plot No. 19, Sector-16A, NOIDA 301201 during business hours. Alternately, they may send the same through courier/registered post, so as to reach us on or before the tender closing time and date indicated above. The company will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reason.
- 2.4. Bids received after the bid closing date and time will be summarily rejected. No correspondence will be entertained regarding extension of bid closing date or delay in receipt of bid by the Company. Further more, the Company will not entertain any interim correspondence from the bidders after the bid closing date regarding the status of their offer.
- 2.5. The 'BIDS' will be opened on the above mentioned bid closing date and time in presence of duly authorized representatives of the bidders, if any, in the office of Sr. Advisor (C&P), OIL INDIA LIMITED, Plot No. 19, Sector-16A, NOIDA 201301.
- 2.6. The bidders are advised to consult the Company in their own interest to assess the nature and extent of the works and the conditions under which it will be carried out, before submitting their bids.
- 2.7. OIL reserves the right to accept or reject any or all bids in part or in total without assigning any reason.

3. BID REJECTION CRITERIA & BID EVALUATION CRITERIA (BRC/BEC):

The Bid Rejection and Evaluation Criteria are detailed in Part-V hereof.

4. BID SECURITY:

- 4.1. Bids should be accompanied by Bid Security for an amount of ₹36,000.00 only as mentioned above which shall be in one of the following forms:
 - i) A Bank Guarantee (as per format enclosed as **Annexure-I**) from any scheduled Bank with a validity upto one month beyond the bid closing date and shall be enforceable at Noida/New Delhi.
 - ii) A Cashier's Cheque or Bank Draft issued in favor of OIL INDIA LIMITED and payable at Noida/New Delhi.
- 4.2. Unsuccessful bidder's Bid Security will be returned soon after the finalization of this Tender. Successful bidder's Bid Security will be returned after receipt of Performance Security from them. Bid Security shall not accrue any interest.

4.3. The Bid Security may be forfeited:

- i) If a bidder withdraws his bid during the period of validity of bid or
- ii) If the successful bidder fails to furnish the Performance Security / accept the Contract within 2 (two) weeks of award of Contract.

5. BID VALIDITY:

Bids should be valid for acceptance for a period of 60 (sixty) days from the scheduled Bid Closing Date.

6. WORK COMPLETION TIME :

The work must be completed in all respect within 2 months from the date of receipt of letter of award. The contractor must commence the work within 7(seven) days from receipt of letter of award of contract.

7. OIL reserves the right to award contracts to more than one bidder against this tender.
8. OIL reserves the right to accept or reject all bids and to nullify the bidding process at any time prior to award of Agreement, without thereby incurring any liability to the affected bidder or bidders or obligation to inform the affected bidder or bidders of the grounds for the Company's action.
9. In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. Date, shall not be permitted to revise their quotation.

(Anurag.Gohain)
Deputy Manager (Materials)
For Sr. Advisor (C&P)
For Chairman & managing Director

PART-I

CONDITIONS OF CONTRACT

The bidder agrees as under:

- 1.0 The bidder agrees to carry out the work set down in the Schedule of Work which forms Part-II of this bid document and Special Instructions & Specifications which forms Part-III of this bid document in conjunction with any drawings provided by the Company utilizing the services as offered by the Company and listed in Part-IV of this bid document.
- 2.0 The bidder shall provide all labor, supervision and transport and such specified materials described in Part-II of the bid document including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for all incidental and contingent work which, although not specifically mentioned in this bid document, are necessary for completion of the work/services in a sound and workman-like manner.
- 3.0 The Company's authorized representative shall have power to -
 - (a) Reduce the rates of 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 bidder.
 - (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 authorized representative 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 authorized representative of the Company) considers incompetent or unsuitable. The opinion of the authorized representative of the Company as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.
 - (d) Instructions to the Contractor from time to time during the progress of the work such as 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) The Contractor will not deviate from the specifications and instructions set out in Part-II and III of this bid document without any written advice. All such deviation orders shall be in writing and shall show the financial effect, if any, if such deviation becomes essential. The rates to be applied for such deviations shall be the same as those appearing in the Basic Delhi Schedule of Rate (CPWD) 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 the contract. The Contractor shall have no objection to carry our work in excess of the quantities stipulated in Part-II, if so ordered by the Company with the same rates, terms and conditions.

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

6.0 The bidder hereby undertakes to indemnify the Company against all claims which may arise against the under noted 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 labour appointed by the Contractor. Such statutory increase in the wage rates of contract labour shall be borne by the Contractor.

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 COMMENCEMENT/COMPLETION TIME:** The Contractor must commence and complete the work within the period, as mentioned in the "Forwarding Letter". Non compliance of this time schedule will call for imposition of liquidated damage.

9.0 **VALIDITY OF THE CONTRACT:** The rates against the contract shall remain valid till the completion of work from the date of letter of award of the contract.

10.0 **SCHEDULE OF RATES:** The Schedule of Rates, vide Part-II hereof, shall remain valid throughout the duration of the contract and payment to the Contractor will be made against work completed by them at the rates entered therein.

11.0 **LIQUIDATED DAMAGES:** Time is the essence of the contract and any delay will attract penalty @ 0.5 % of the total contract value per week or part thereof subject to a maximum of 7.5% of the total contract value. The amount will be deducted from contractor's bills.

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 estimated value of the contract will be evaluated on the basis of the rates offered by the bidder and quantities indicated in Part-II of the bid document. However, the Company shall pay the Contractor only for actual work done.
- 14.0 **PAYMENT TERMS:** Payment shall be made against work completed by the contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 15.0 **PERFORMANCE SECURITY:**
- 15.1 The successful bidder shall furnish Performance Security in the form of a Bank Guarantee as per Annexure-II enforceable at Noida/Delhi or Bank Draft issued in favor of OIL INDIA LIMITED and payable at Noida/New Delhi or by way of deduction from the bills, for an amount equivalent to 2.5% of the total estimated Contract value. The Performance Security shall have to be furnished within two weeks from the date of receipt of the notification of award of Contract, failing which the award of contract may be cancelled. Bank Guarantee issued by any Scheduled Bank should be kept valid for 6 (six) months more than the validity of the Contract/stipulated work completion period and extensions thereto, if any.
- 15.2 The Performance Security will be discharged 6 months after successful completion of the Contract and subsequent extensions, if any. In the event of default in the execution of the Contract by the contractor as per the terms and conditions of the Contract, the Bank Guarantee will be invoked either in part or in full.
- 15.3 The proceeds of the Performance Security shall be payable to Oil India Limited as compensation for any loss resulting from the Contractor's failure to fulfill his obligations under the Contract.
- 16.0 **RETENTION MONEY:**
- 16.1 Retention money equivalent to 7.5% of estimated contract value will be deducted from bills towards performance guarantee which will be released after 6 (six) months from the date of successful completion of the job after adjustment of compensation or loss due to the Company for any reason. Retention money will not accrue interest.
- 17.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the contract labour (Regulations & Abolition) Act.
- 18.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 19.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose)

with thatch, bamboo or any other inflammable materials within the fenced area of the Company.

20.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing. The Company's representative shall not allow/accept those who are not provided with the same.

21.0 **LIABILITY:**

21.1 Except as otherwise expressly provided, neither 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 Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, 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 Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

22.0 **FORCE MAJEURE:**

22.1 In the event of either Party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such 'Force Majeure' will stand suspended as provided herein. The 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.

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

22.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, 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.

23.0 **TERMINATION:**

23.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

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

23.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 7 successive days (not including Force Majeure delay), Company at its option, may terminate the Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

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

- 23.9 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.
- 23.10 In the event of termination of contract, 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 demobilise their personnel & materials.
- 24.0 **ARBITRATION:**
- 24.1 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.
- 24.2 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 Conciliation Act,1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/Noida.
- 25.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's authorized representative shall be final and binding on the Contractor.

PART-III

SPECIAL INSTRUCTIONS & SPECIFICATIONS

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 in the contract. In case the party 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 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.
4. The work to be carried out during and beyond office hours.
5. Efficient workmen are to be engaged by the Contractor.
6. Materials rejected by the Company must be removed by the 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 necessary labour clearance as necessary as per the statutory requirements.
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. The Contractor and his workmen shall take strict safety/precautionary measures while executing the work.
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 Delhi Schedule of Rates (CPWD).
11. As the work is required to be carried out within office premises, all debris, waste etc. are to be cleared off from site of work every day so that ambience of the office is not affected.
12. The Contractor must provide experienced and qualified Supervisor for continuous and efficient supervision of works. The supervisor is to be available in the office during execution of work.

The name of such persons shall be intimated to the Company.

13. The Contractor must provide adequate tools, accessories required to complete the work in a sound and workman-like manner.
14. All the reusable materials recovered after dismantling are to be deposited to the company.
15. Works in A-wing and C-wing are to be started simultaneously.

16. PROCEDURE FOR EXECUTION OF WORK -

- (a) The Contractor must keep daily contact with Company's authorized representative to receive instructions regarding work. Company's authorized representative shall be free to take action against the Contractor as per terms of the 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 the Contractor fails to follow the specifications fully in any item, the Company will be free to reduce the rates payable to the contract, in due proportion, as per clause 3 of Part-I of the Agreement.
- (c) The Contractor must maintain adequate and right type of tools required for efficient discharge of responsibility.

18. MATERIALS USE OF -

Materials must not be used on work unless:-

- a) The material is delivered at the right place.
- b) The materials is approved (by Company's authorized representative) to be of right quality.
- c) The materials is stacked properly and
- d) The materials are measured by Company's authorized representative and certified.

19. DEFAULT BY THE CONTRACTOR

Should the Contractor fail to carry out the part of the work involved in the Contract 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 taking safety measure, and
- g) Not carrying out work as per instructions.
- h) Other defects as pointed out to the Contractor.

Then, Company's authorized representative shall be free to take action against the Contractor as provided for under the contract.

PART -IV

SPECIAL CONDITIONS OF CONTRACT:

1. All dimensions are in mm unless or otherwise stated.
2. The quoted rate shall be all inclusive and shall cover the cost of material including wastage, freight, all types of taxes, duties, CST, WCT, royalties, erection, testing of materials, sample brought for approval, tools and tackles, plant and equipments supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specification and to the full satisfaction of OIL.
3. The rates quoted shall be valid for working at all heights, depths and on all floor levels. No extra payment shall be made for scaffolding, staging, ladders etc. for transportation of men and material at higher or lower levels.
4. The item rate specifications are indicative. The contractor will have to carryout the work in accordance with the technical specifications and/or other conditions laid down in tender document and to the full satisfaction to OIL.
5. Quantities mentioned against respective items are approximate and can vary to any extent. Payment shall be made on actually executed quantities only.
6. No claims shall be entertained in case of increase or decrease in quantities. OIL reserve the right to increase/decrease quantities of any items and & also to add /delete any item in totality.
7. OIL reserve right of operating any item for any work on any floor. Special door handles etc. as specified in relative items.
8. Rates for painting and polishing shall include cleaning or glass panels, fans, floor etc.
9. After completion of work the site shall be handed over absolutely clean, after ensuring that all laminates, floor, walls, etc. are spotless clean.
10. Rates of all items shall remain constant irrespective of floor level and no extra shall be paid for handling and stacking of material, removing debris etc. from the site.



PART – V**BID REJECTION / EVALUATION CRITERIA (BRC/BEC)****1.0 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 or their Bid will be rejected.

- 1.1 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.
- 1.2 Bidders shall furnish the “Bid Security” for the amount as specified in the ‘Forwarding Letter’, **if applicable**. Any Bid not accompanied by Bid Security will be rejected.
- 1.3 E-mail/fax/telex/telegraphic/telephonic bids will not be accepted.
- 1.4 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid shall be liable for rejection.
- 1.5 Bids with inadequate validity will be rejected.
- 1.6 Any interlineations, erasures or overwriting in the Bids necessary to correct errors made by Bidder, shall be initialed by the Bidder’s authorized representative. White/correcting fluid shall not be used for making corrections. A Bid not meeting these requirements shall be rejected.
- 1.7 Any Bid containing a false statement shall be rejected.
- 1.8 The Bid documents are not transferable. Offers received from unsolicited Bidders will be returned, unopened.
- 1.9 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected and returned unopened.
- 1.10 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.
- 1.11 There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected.
 - Security Deposit Clause
 - Retention Money Clause
 - Tax liabilities Clause
 - Force Majeure Clause
 - Termination Clause
 - Arbitration Clause
 - Liability Clause
- 1.12 No deviation or exception will be accepted in the clauses covered under BRC/BEC.
- 1.13 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.

- 1.14 If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
- 1.15 Any additional information, terms or conditions included in the sealed Priced-Bid will not be considered by OIL for evaluation of the Tender.

2.0 BID EVALUATION CRITERIA (BEC)

- 2.1 Bids will be technically evaluated on the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.
- 2.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender and conforming with the Bid Rejection Criteria will be evaluated using the Bid Evaluation Criteria.
- 2.3 The Priced-Bids will be evaluated using the rates quoted in the **PRICE BID FORMAT & SCHEDULE OF WORK** (Part-II) on the following basis;
 - (a) The quantities given in the Price Bid Format (Part-II) against each item are the requirements against the tender. 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 total estimated value of the contract to determine the lowest bid.
 - (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.

**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
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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.)

Annexure-I

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for _____ (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "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 Bank this _____ day of _____, 2010.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity :
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
 - or
 - (b) fails or refuses to furnish the Performance Security (Security Deposit) in accordance with the Instructions to Bidders on tender documents.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 (date of expiry of bank guarantee should be minimum one month beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

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

Date :

Signature of issuing authority of Bank with designation seal and seal of the bank.

Annexure-II

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
Plot No. 19, Sector 16A
NOIDA

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

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

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

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

This guarantee is valid until the date _____.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

LIST OF PARTIES TENDER NO.OIL/62/7/ENQ-575 IS SENT TO :

1. M/s. R. K. Consultants
C-2D/55-B, Janak Puri
New Delhi - 110058

2. M/s. Ganpati Creations
A-67, Amar Colony
Lajpat Nagar - IV
New Delhi - 110024

3. M/s. S. A. Maintenance Works
M-96B, Abul Fazal Enclave
Jamia Nagar, New Delhi - 110 025

4. M/s. Rajesh Maintenance Works
409-B, Gali No.5, Gobindpuri,
Kalkaji, New Delhi -110 019

5. M/s. Supreme Furniture (P) Ltd.
D-65, Basement, F.F.C.C
Neb Sarai, New Delhi - 110068

6. M/s.Amba Aircon Pvt. Ltd
F-19, Arjun Nagar, GF
Near SDA, New Delhi - 110029

7. M/s. Amarson Interiors
55-D Masjid Moth, Phase-II
Greater Kailash - II
New Delhi - 110048

