



**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्योग ) पंजीकृत कार्यालय: दुर्गाबाजार, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgabazar, Assam

**Materials Department**  
**(Rajasthan Project)**  
12 Old Residency Road  
Jodhpur – 342 011  
Rajasthan, India.  
Phone -0291-2438174  
Fax : 0291-2431689  
Email: mat\_rp@oilindia.in

To,

M/s. ....

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## FORWARDING LETTER

**Tender No. : JCC 6128 P10 Dated 08.12.2009**

**Bid Closing Date and Time : 12.01.2010 at 15:00Hrs.**

**Bid Opening Date and Time: 12.01.2010 at 15:15 Hrs.**

**SUB : CONSTRUCTION OF APPROACH ROAD (APPROXIMATELY 2.70 KM LENGTH), WELL PLINTH, WELL FOUNDATION AND CAMPSITE FOR ONE LOCATION (LOC: TAVRIWALA) INCLUDING SUPPLY OF ALL THE MATERIALS EXCEPT CONSTRUCTION CEMENT IN BAGHEWALA AREA OF OIL, SITUATED IN JAISALMER DISTRICT (ABOUT 100 KM AWAY FROM BAP).**

1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed tenders, under **Single Stage Two Bid** system, from financially sound and experienced Civil Engineering Contractors for Civil works detailed in Schedule of Works (Part-II) and as per the terms and conditions detailed in the enclosed Part-I (Conditions of Agreement), Part-III (Special Instructions & Specifications), and Part-IV (Special Conditions of Agreement).

### **2.0 ISSUE OF TENDER DOCUMENTS**

2.1 Non-transferable Tender Documents (Part-I to V including this Forwarding Letter) are to be purchased from the office of Chief Manager (M&C), Oil India Limited, Rajasthan Project, 12 Old Residency Road, Jodhpur, on any working day from 14.12.2009 to 11.01.2010, on submission of application and non-refundable tender fee amounting to Rs.2,000.00 (Rupees Two Thousand only) through demand draft drawn in favor of Oil India Limited, payable at Jodhpur. Public Sector Undertakings and SSI units are exempted from tender fee.

### **3.0 ELIGIBILITY CRITERIA:**

3.1 The bidders must have the minimum work experience and other credentials as detailed in “Bid Rejection Criteria” in Part-V to be eligible/qualify for the tender.

### **4.0 PREPARATION & SUBMISSION OF BIDS:**

4.1 The bid should be prepared under SINGLE STAGE TWO BID SYSTEM. The bid should comprise TECHNICAL-BID and PRICED-BID separately. The bidders are to fill in the rates in Part-II (Priced-Bid) and sign in all the pages of the bid (Part-I, II, III, IV & V) with official stamp as token of acceptance of the terms and conditions of the contract, in the event of award of the contract on them.

4.2 The Technical-Bid should comprise all the documentary evidences/undertakings required to be submitted as per the “Bid Rejection and Bid Evaluation Criteria” (BRC/BEC) as detailed in Part-V, without including any price, in addition to the following:

- a) PAN & PF code number issued by appropriate Govt. authority.
- b) VAT Registration number issued by appropriate Govt. authority.
- c) Documentary evidence in support of sound financial standing and Bank Account No. from any Nationalized Bank.
- d) **BID SECURITY** of Rs. 20,000.00 (Rupees Sixteen Thousand only) through a Bank Draft/Banker’s Cheque drawn in favour of OIL INDIA LIMITED, JODHPUR must be submitted as part of Technical Bid, failing which the offer will not be considered further. The Bid Security will be forfeited in full, should any bidder withdraw/alter his bid after the scheduled Bid Closing time/date and within the bid validity or fails to undertake the work, if allotted within the bid validity. The bid security will also be forfeited if the successful bidder does not furnish Performance Security within two weeks of notification of award of contract. Bids received without Bid Security in the manner as specified above will be summarily rejected. The Bid Security shall not accrue any interest. The Bid Security shall be returned to the unsuccessful bidders after finalization of the tender. However, the Bid Security of the successful bidder will be returned after submission of Performance Security as per Clause 15.1 of Part-I.

4.3 The ‘Technical Bid’ (Part-I, III, IV & V together) alongwith the Bid Security should be sealed in an envelope and marked as ‘TECHNICAL BID’. The rates quoted (inclusive of all taxes) in the Part-II by the bidder will be treated as the ‘Priced Bid’ and should be sealed in a separate envelope marked as ‘PRICED BID’. Both the envelopes (Technical & Priced Bid) should be sealed in another envelope and be submitted as detailed under.

4.4 Offers should be sent in sealed covers, addressed to Executive Director (RP), Attn : CM (M&C), OIL INDIA LIMITED, RAJASTHAN PROJECT, 12 OLD RESIDENCY ROAD, JODHPUR - 342 011, RAJASTHAN. The following details must be clearly marked on the left hand side top corner of the envelope containing both Technical & Priced Bids:

- i) OIL’s Tender No. : JCC 6128 P10
- ii) Bid Closing Date : 12.01.2010
- iii) Brief Description of Work: Construction of approach road, plinth & foundation etc.
- iv) Bidder’s Name:

- 4.5 The bidders, in their own interest are advised to drop their offers personally in the TENDER BOX kept in the office of Chief Manager (M&C), at 12 Old Residency Road, Jodhpur during working hours. Alternately, they may send the same through courier/registered post. The Company will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reason.
- 4.6 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.
- 4.7 The 'BID' 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 Chief Manager (M&C), OIL INDIA LIMITED at Jodhpur. The Company will evaluate the Technical Bid first and Priced Bids of only those bidders will be opened whose Technical Bids are found technically qualified, at a later date, which will be intimated to the bidders.
- 4.8 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.
- 4.9 OIL reserves the right to accept or reject any or all bids in part or in total without assigning any reason.
- 4.10 The bidders must declare the particulars of relatives, which include spouse, sons/daughters/brothers/sisters first uncles/cousins and their spouses working with OIL INDIA LIMITED, if any, in the enclosed format (Part-IV).
- 5.0 **BID REJECTION CRITERIA & BID EVALUATION CRITERIA (BRC/BEC):**

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

6.0 **BID VALIDITY**

Bids should be valid for acceptance for a period of 180 (one hundred and eighty days) days from the scheduled Bid Closing Date.

- 7.0 OIL reserves the right to award contracts to more than one bidder against this tender.
- 8.0 OIL reserves the right to accept or reject all bids or/and 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.
- 9.0 In the event of receipt of only a single offer against the tender within the stipulated B.C. date and time, OIL reserves the right to extend the B.C. date as deemed fit. 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 bids.

( U. N. JENA )  
SR. MANAGER (M & C)  
FOR EXECUTIVE DIRECTOR (RP)

## PART – I

### CONDITIONS OF AGREEMENT

**CONSTRUCTION OF APPROACH ROAD (APPROXIMATELY 2.70 KM LENGTH), WELL PLINTH, WELL FOUNDATION AND CAMPSITE FOR ONE LOCATION (LOC: TAVRIWALA) INCLUDING SUPPLY OF ALL THE MATERIALS EXCEPT CONSTRUCTION CEMENT IN BAGHEWALA AREA OF OIL, SITUATED ABOUT 100 KM AWAY FROM BAP IN JAISALMER DISCRICT.**

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 12, Old Residency Road, Jodhpur – 342 011 (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 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 Company. The Representative/Engineer of 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 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 Rajasthan 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.

- 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 days of issue of Work Order and the work should be completed within three (3) months 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 six (6) Months from the date of letter of award of the Agreement or till the completion of work, 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 0.5% (half percent) of the total value of the item uncompleted, per week or part thereof, upto a maximum of 7.5% (seven & half percent) of the total value of the item will be deducted from the Contractor's bill.

- 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.36.51 lakh (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 on monthly basis 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 & Retention Money:**
- 15.1 **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 Jodhpur (Rajasthan). The proceeds of the Performance Security shall be payable to the Company as compensation for any loss resulting from Contractor's failure to complete their obligations under the Agreement. The Performance Security shall be valid till six months beyond the validity of the Agreement.
- 15.2 **Retention Money:** 7.5% (seven point five percent) retention money will be deducted from the running account bills of the Contractor towards performance guarantee which will be released after 6 (six) months from the date of completion of the work after adjustment of compensation or loss due to the Company for any reason.
- 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 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 therefrom.
- 20.2 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.

## 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), 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 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, 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.

### 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 Jodhpur.
- 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 CLAUSE:-** 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.

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

**M/s.  
(CONTRACTOR)**

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

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

**In presence of:**

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

**Name :** \_\_\_\_\_

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

**OIL INDIA LIMITED  
(COMPANY)**

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

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

**In presence of:**

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

**Name :** \_\_\_\_\_

**GENERAL HSE POINTS**

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

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The Contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the Company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the Contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
19. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
22. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
23. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/ Rules/Regulations.

24. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
25. The Contractor should prevent the frequent change of his contractual employees as far as practicable.
26. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.
27. For any HSE matters not specified in the contract document, the Contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

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

To : (Name of Company \_\_\_\_\_)  
(Address of Company \_\_\_\_\_)

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

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

(END OF PART – I)

**PART-II**

**SCHEDULE OF WORKS / PRICE BID FORMAT**

**CONSTRUCTION OF APPROACH ROAD (APPROXIMATELY 2.70 KM LENGTH), WELL PLINTH, WELL FOUNDATION AND CAMPSITE FOR ONE LOCATION (LOC: F) INCLUDING SUPPLY OF ALL THE MATERIALS EXCEPT CONSTRUCTION CEMENT IN BAGHEWALA AREA OF OIL, SITUATED IN JAISALMER DISTRICT (ABOUT 100 KM AWAY FROM BAP).**

<b>Srl. No.</b>	<b>Item No.</b>	<b>Description of Work</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1	NS	Supply & laying brush wood/senia (senia type) available as natural growth with all lead & list (Brush wood to be laid on properly dressed sub grade & also to be laid closely & uniformly to cover to sub grade) completely as per Engineer-in-charge.	25200	SQM		
2	15.1 (B) R-60+ 1.10 R-2	Collection & supply at site of work good quality red/white morrum as per specification in Part-III including cost of transportation & stacking complete. (Lead from quarry 95 Km approx, NOKH).	7560	CUM		
3	16.3 R-63	Spreading & compaction of morrum gravel/stone to required camber & grade by road roller (8 to 10 tone capacity) including watering and cost of watering completed in 15 cm or less thickness. Compacted layer of 95% density.	7560	CUM		
4	3.5 (i) R-10	E/W in cutting with lead up to 50m & lift up to 1.5 mtr. including dagbelling, finishing of formation to required camber & grade disposed soil to be leveled & dressed in ordinary sand. (for effluent pit).	3000	CUM		
5	NS	Extra earth work for breaking clods and laying of soil on layers not exceeding 250 mm in required side slopes, ramming etc. complete.	500	CUM		
6	NS	Supply & fixing of 0.5mm thick HDPE sheet (Geo-membrane) as per specification including laying and jointing by automatic hot wedge sealer with necessary anchoring at ground as directed by the Engineer-in-charge.	1800	SQM		

<b>Srl. No.</b>	<b>Item No.</b>	<b>Description of Work</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Rate (Rs.)</b>	<b>Amount (Rs.)</b>
7	10.10(ii) R-45	P&F Km stone ODR & village road (35cm X 93.50cm X 18cm size) including earth work cc (1:5:10) base size 50 X 50 X 30cm including engraving letters & numbers painting.	4.00	Each		
8	1.8. B-2	E/W in excavation for foundation trenches including disposal of excavated earth lead up to 50m & lift up to 1.5m, disposed earth to be leveled & neatly dressed.	115	CUM		
9	1.10.1 B-3	E/W in excavation for foundation trenches including disposal of excavated earth lead up to 50m & lift from 1.5m up to 3.0m, disposed earth to be leveled & neatly dressed.	50	CUM		
10	3.2.4 B-15	Providing & laying cement concrete IS 456-1978 grade (1:3:6) with crusher broken stone grit maximum size 20mm or below by means of power driven mixer machine & vibrator (Cement will be issued by Company free of cost from its Stores yard at Hamira) but excluding the cost of Centering & shuttering.	22.50	CUM		
11	4.1.3 B-20	RCC Work in foundation footing bases of column etc. & mass concrete excluding cost of centering & shuttering & reinforcement (IS 456-1978) grade 1:2:4 with crusher broken stone grit maximum size 20mm or below by means of power driven mixer machine and vibrator (Cement will be issued by Company free of cost from its Stores yard at Hamira).	125	CUM		
12	4.13.3 B-24	S&F reinforcement for RCC work including cost of binding wires, bending & placing in position complete as specified for steel bars.	3200	KG		
13	4.11 B-22	Centering & shuttering including strutting, propping etc. & removal of form (steel plates/plywood will only be used) for foundation footings & wall etc.	100	SQM		

<b>Srl. No.</b>	<b>Item No.</b>	<b>Description of Work</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Rate (Rs.)</b>	<b>Amount (Rs.)</b>
14	12.8.1 B-136	Plaster of new surface of walls in cement sand mortar 1:4 mix including racking of joints etc. complete with fine finish of 25cm thick (Cement will be issued by Company free of cost from its Stores yard at Hamira).	79	SQM		
15	9.62.3 B-103	S & F of Chain link fencing with angle iron posts 50 x 50 x 6 mm place at every 3 mtrs. apart 30 cm in ground embedded in cement concrete 1:3:6 (30 x 30 x 45cm) corner and every tenth cost to be strutted with (50 x 50 x 6mm) angle iron provided and fitted with post including earth work in excavation etc. completed with chain link size 100mm x 100mm x 3.1mm.	1475	SQM		
16	9.19 B-91	Providing & fixing steel gate grating and grills made of angles, tees, jalli, square bars or other flats black pipe with holdfast and fittings complete as per design and drawing including cutting, welding and fabrication with priming coat of red oxide.	500	KG		
17	NS	Supplying services of tractor Trolley with leveling blades for cleaning road, obstruction blown up sand, plinth & road grading for site at the field. Rate inclusive of one Operator, fuel, oil, grease etc. as required. The Tractor will be deployed for period of 8 hours (minimum) per day with hour meter at a time during the duration of the contract.				
		(a) Fixed Charges	200	DAY		
		(b) Running Charges	1600	HOUR		

Srl. No.	Item No.	Description of Work	Qty	Unit	Unit Rate (Rs.)	Amount (Rs.)
18	2.4 G-4 and 2.6 G-4	<p>Day Work :</p> <p>Definition : This means item of labour which in the opinion of Engineer-in-charge would not be evaluated by the excepted methods of measurement. This item will involve skilled/unskilled labour. The rates to be inclusive of all tools &amp; plants like powara, basket, pickaxes, togaries etc. per day means actual working day of 8-10 hrs.</p> <p>(a) Skilled Mason/Carpenter/Fitter/ Painter/Blacksmith etc.</p> <p>(b) Unskilled Labour/Helper etc.</p>	5 35	MAN -DAY MAN -DAY		
19	9.3 (D) R-37	Providing & laying reinforcement cement concrete pipe NP3 for culverts on first class bedding of granular materials in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection work, backfilling, concrete and masonry work in head walls and parapets Clause 1106 (D) 600 mm dia.	30	MTR.		
20	5.1.7 B-32	Brick masonry in foundation, plinth and super structure with bricks of class designation 75 in cement mortar 1:6 (1 cement:6 course sand).	47	CUM		
21	10.3 (B) R-43	Providing and erecting direction and place identification of semi reflective sign board as per IRC-67 made of 2mm thick MS sheet duly stove enamel paint in white colour in front and grey colour on back with red reflective border of 70mm width and required message, letters, figures with reflective engineering grade tape as per MORD specification of required shade and colour. Supported and welded on 47 mm x 47 mm of 12 SWG square tube of 3050 mm height duly strengthened by 25mm x 5 mm MS flat iron on edges on back firmly fixed to the ground by means of properly designed foundations with M-15 cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level. Size 75 cm x 45 cm.	4	Each		
<b>TOTAL ESTIMATED CONTRACT VALUE :</b>						

- NOTE :
1. All above quoted rates/prices are inclusive of statutory levies, duties, taxes and royalty etc. as applicable.
  2. Quantity/volume of jobs indicated above against each item is tentative, as assessed by the Company, which will be valid for bid evaluation purpose only. The actual quantum of work to be executed by the successful bidder may vary depending on the site requirements. Payment will be made by Company as per rates quoted above based on the actual work carried out and materials supplied by the Contractor.

(END OF PART-II)

### PART-III

#### SPECIAL INSTRUCTIONS & SPECIFICATIONS

**CONSTRUCTION OF APPROACH ROAD (APPROXIMATELY 2.70 KM LENGTH), WELL PLINTH, WELL FOUNDATION AND CAMPSITE FOR ONE LOCATION (LOC: TAVRIWALA) INCLUDING SUPPLY OF ALL THE MATERIALS EXCEPT CONSTRUCTION CEMENT IN BAGHEWALA AREA OF OIL, SITUATED IN JAISALMER DISTRICT (ABOUT 100 KM AWAY FROM BAP).**

1. The rates must be valid for entire agreement period for which the Contractor shall have no objection.
2. The Contractor shall engage measurement boxes for batching materials and concrete mixer machine with hopper lighting arrangement as per requirement.
3. 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.
4. The Contractor must commence the work within 7 days of issue of work order after obtaining labour clearance (See special condition 8.0 below).
5. 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 not 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.
6. Efficient workmen are to be engaged by the Contractor.
7. 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.
8. The Contractor shall obtain labour clearance within seven (07) days of issue of firm Letter of Award of Contract by the Company.
9. 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.
10. The Contractor and his workmen are to strictly observe the safety/precautionary rules as per Mines Act while executing the work. They will also observe rules/regulations required by Govt. Agencies for working in border areas.

12. 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.
13. All items of work are to be carried out as per sound engineering practice, as per relevant IS codes and latest detailed specifications of Rajasthan PWD.
14. 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.
15. 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.
16. All debris, waste etc. to be cleared off and the surrounding areas to be leveled on completion of work.
17. Morrum/gravel to be incorporated in the work will be taken from the quarry approved/selected by OIL's Engineer only.
18. Morrum, aggregate, sand stone chips, bitumen to be incorporated in works must conform to the relevant detailed specification of Rajasthan PWD and specification contained in Basic schedule of Rates, including all latest Amendment. All taxes, Royalty etc payable will be on contractor's account.
19. Steel reinforcement to be incorporated in R.C.C. works will be of approved ISI make. The Contractor will produce before the Engineer, purchase voucher from authorized source and test certificate before it is incorporated in the work. Steel purchased from unauthorized source and not having a test certificate conforming to ISI standards will be rejected. Binding wire for reinforcement will be provided by the Contractor at his cost.
20. All cement (required for use under this agreement up to theoretical requirement as determined by Company's Engineer) will be issued free of cost from Company's stores complex at Hamira. The Contractor is to arrange transportation of cement from Hamira to site of work at his cost. His rates under this agreement are inclusive of all such handling/transportation charges of cement.
21. The Contractor will provide a minimum of 6(six) cubic moulds of approved ISI size for making samples for testing quality of concrete while doing cement concrete work.
22. All concrete works must be done as per IS code and instructions (minimum continuous 21 days). Curing will be done by pouring water on the concrete surfaces and the Contractor is responsible for providing labourer and water for the purpose for the entire duration of 21 days. In case the Contractor fails to carry out curing to the satisfaction of the Engineer, the Company will complete the curing work at the risk and cost of the Contractor.
23. 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.
24. All classifications regarding soil in earth work item shall be in accordance with Engineer's decision which shall be on sound engineering practices and will therefore, be final and binding on the Contractor.

25. The Contractor must provide adequate tools, accessories, vibrators, road rollers, concrete mixer, trucks, etc. in time for efficient execution of work as per instruction of the Engineer.
26. Rates for collection of materials includes making of approach to quarry as required, removal of over-burn and unsuitable materials and dewatering to quarry, if necessary.
27. No separate payment will be made to the Contractor for the following parts of items of work, which are included in the rates provided in the Schedule of Rates (Part-II).
- a) Earth work involved in dressing – leveling up to 225 mm depth for making side anchoring for HDPE sheet, sub grade for road work/hard standing.
  - b) Earth work for packing soiling, if any.
  - c) Earth work for blindage aggregate.
  - d) Transportation of all men and materials to site of work.
  - e) Land sliding during excavation of foundation trench and necessary arrangement such as shoring, probing, scaffolding etc. made by the Contractor to prevent land slide.
  - f) Earth work for providing one-meter wide side beams on both side of road.
28. The Contractor shall have no claim for any delay arising out of emergencies, or land disputes etc. outside the Company's control.

29. GENERAL SPECIFICATION FOR ROAD WORKS/HARD STANDING

- 29.1 The consolidated surface, either newly filled or any existing embankment or an existing road surface should be dressed to proper camber and grade and to be thoroughly rolled to full consolidation with 8 to 10 tonnes roller as directed, including filling the patches/depression as necessary, before laying brushwood morrum or stone metal as directed by Company Engineer.
- 29.2 Earthen berm one meter wide on both side to be provided for retaining the morrum and stone metal, which should be raised up to 50 mm above the finished road level and fully compacted.
- 29.3 The road construction materials to be properly stacked at roadside beyond the trafficable berms.
- 29.4 Loose morrum or stone metal is to be laid down to proper camber and grade & should be dry rolled to proper consolidation, using additional materials to fill the depression and voids as laid down in the specification and directed, finally compacting with watering to 95% proctor density.
- 29.5 Rates under Part-II of the contract are inclusive of all materials for permanent incorporation in the works **except for cement which will be available free of cost at Hamira.**

30. SPECIFICATION OF WORKS

Specification 1: (For laying Brushwood)

- a. Mark out the area to be graveled
- b. Prepare the already graded area to the required camber.
- c. Spread the brushwood uniformly without leaving gaps so that the minimum thickness at any place should be 7.5 Cm.

Specification 2: (For morrum road 230/150 mm)

- a. Spread the approved morrum above the brush wood is to the required grade and camber.
- b. Thickness of spreading loose should be 230 mm uniformly.
- c. Dry roll the surface with few rolls till partial compaction takes place with power road roller 8-10 tonns capacity.
- d. Any depressions formed during dry rolling should be made good with extra morrum and rerolled.
- e. Water the surface sufficiently and wet roll the surface with several rolls so that the minimum consolidation with required density in OMC can be attained.
- f. Provide 1.00 M width side berms on both sides.

Specification 3: (For morrum road 450/300 mm)

- a. To be done in two layers of each 150 mm consolidated thickness.
- b. Same as Specification no. 2.

31. SUPPLY AND INSTALLATION OF HDPE SHEETS IN EFFLUENT PIT

a) The HDPE sheets must meet the following ASTM D specifications

- i) Resistance to wide range of chemicals acids etc. Temperature resistance up to 60 degree Celsius
- ii) Density:  $0.94 / \text{cm}^3$  (ASTM D 1505)
- iii) Thickness: 0.50 mm (ASTM D 5199)
- iv) Tensile strength (break): 14 KN/M (D6693)

Test certificate from the manufacturer has to be provided by the contractor.

- b) The ground surface after excavation should be properly shaped and compacted and the surface to be made smooth before laying of HDPE sheet.
- c) The HDPE sheet will have to be unrolled using methods which will not damage the sheet and the underline surface. Spreader bar to be used for this purpose.
- d) After laying the HDPE sheet the joint should be sealed with leisar comet instrument (hot sealing). To the maximum extend possible orientations of seams are to be kept parallel to the land slope i.e, down not across. No. of seams at corner portions are to be minimized. The sheets are to be laid carefully so as not to produce any wrinkle.
- e) Anchoring of HDPE sheets will have to be by excavating required earth and placing sheets and back filling the excavated earth so that the HDPE sheets do not fall into the effluent.

32. a.) In case the number of labourer is deficient on any day then pro-rata deduction will be made.

b) Quantities given in Part-II is tentative for bid evaluation and payment will be made for actual work done only.

c) Daily working hours shall be 8 (eight) hours (minimum) at actual work spot.

33. AREA OF OPERATION:

Construction of approximately 2.70 KM long approach road, well plinth, well foundation and campsite for one Location (Location : TAVRIWALA proposed to be drilled near Baghewala Area of OIL INDIA LIMITED in the district of Jaisalmer in Rajasthan. Location "TAVRIWALA" is situated nearly 100 Km from Bap towards OIL's Baghewala Field. The Contractor is required to carry out above civil work including supply of all requisite materials, except the construction cement, which will be issued by OIL to Contractor as per actual requirement from its Stores yard at Hamira. However, the transportation of Cement from Hamira to site will be the responsibility of the Contractor.

34. SCOPE OF WORK :

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

35. 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.

36. SPECIFICATION FOR WORKS :

All works will be carried out as per Company's standard specifications. However, for facility of work, the particular specifications A&B are enclosed hereto.

**Note :** 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.

37. PLANT AND MACHINERY :

The Contractor will be fully responsible to ensure that the road roller is fully functional at the time of execution. The road roller will be deployed as directed by Engineer in charge. Tractor with leveling blade will be deployed anywhere at the discretion of the Company.

38. MATERIALS SUPPLY :

- (a) 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.
- (b) Supply should be so regulated that it is consumed on work (after proper measurement) quickly so that the road traffic is not hampered due to stacking space fouling with the carriageway.

- (c) Stacking of materials are to be carefully made so as not to –
- i) Cause difference in content from the actual to that obtained from superficial measurement of sides and height
  - ii) Interfere with the roadway, or the passing places, involving risk of accident to vehicular and pedestrian traffic.
  - iii) If dumped at the incorrect place, the contractor must remove the materials to correct place as directed by the engineer in charge at his own cost.
39. Required quantity of cement will be provided as and when required for particular work on free of cost from Company's store at Hamira. The Contractor has to transport the material to the worksite for which no extra payment will be made by the Company. Cement issued to the Contractor by the Company is meant only for the specific work of the Company relating to the contract and should not be used in any other purpose. If subsequently found to be in excess of the actual requirement, will have to be returned by the Contractor within two weeks of completion of the work, failing which the cost of cement will be recovered from the Contractor at double the value of materials, without any reference to him.
40. MATERIALS USE OF :
- 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.
  - c) The materials is stacked properly and
  - d) The materials are measured and measurements recorded in the Measurement Book by the Engineer/his representative and certified.
41. 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, and
  - 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.

(END OF PART-III)

**PART – IV**

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

**CONSTRUCTION OF APPROACH ROAD (APPROXIMATELY 2.70 KM LENGTH), WELL PLINTH, WELL FOUNDATION AND CAMPSITE FOR ONE LOCATION (LOC: TAVRIWALA) INCLUDING SUPPLY OF ALL THE MATERIALS EXCEPT CONSTRUCTION CEMENT IN BAGHEWALA AREA OF OIL, SITUATED IN JAISALMER DISTRICT (ABOUT 100 KM AWAY FROM BAP).**

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 / EVALUATION CRITERIA (BRC/BEC)

**CONSTRUCTION OF APPROACH ROAD (APPROXIMATELY 2.70 KM LENGTH), WELL PLINTH, WELL FOUNDATION AND CAMPSITE FOR ONE LOCATION (LOC: TAVRIWALA) INCLUDING SUPPLY OF ALL THE MATERIALS EXCEPT CONSTRUCTION CEMENT IN BAGHEWALA AREA OF OIL, SITUATED IN JAISALMER DISTRICT (ABOUT 100 KM AWAY FROM BAP).**

#### **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 or their Bid will be rejected.

#### **1.0 TECHNICAL**

- (a) The bidder must have work experience with State/Central Govt. Organizations/Public Sector Undertakings in any one of the following-
- i) Construction of graveled / WBM / premixing road.
  - ii) Construction of RCC foundations, RCC buildings, boundary walls, RCC bridges.
  - iii) Preparation of Oil well Drilling Locations.
- (b) The value of any of the above work satisfactorily executed during the last 7 (seven) years (ending last day of the month previous to the month of bid closing date) should be either of the following-
- i) One single contract of value more than Rs. 32.00 lakhs
  - ii) Two contracts, each one of value more than Rs. 20.00 lakhs
  - iii) Three contracts, each one of value more than Rs. 16.00 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.

- (c) The bidder should preferably own in his/her/their own name/firm and produce documentary evidence along with the technical bid for the same **OR** must submit alongwith the technical bid, an undertaking in the form of an affidavit executed by them, that the services of the following minimum numbers of vehicles and equipments under good running condition will be provided for satisfactory completion of the jobs against the contract:
- i) Dumper/truck : 2 Nos.
  - ii) Excavator : 1 No.
  - iii) Concrete mixing machine : 1 No.
  - iv) Vibrator : 2 Nos.
  - v) Water Tanker : 1 set

- (d) The bidder must have average annual financial turnover during the last 3 (three) years (ending 31<sup>st</sup> March of the previous financial year) of at least Rs. 12.00 lakhs. The proof of Annual Turnover should be either in the form of Audited Balance Sheet or Certificate from Chartered Accountant Firm indicating their membership / code number along with Profit & Loss Account.
- 1.1 All the certificates and documentary evidences required to be submitted in support of Para 1.0(a to d) above should be clearly legible and duly attested by gazetted officer as well as by the applicant alongwith official seal. Illegible/incomplete certificates or documents will not be considered for evaluation.
- Note:** Contractors who executed similar works with OIL (mentioned in para 1.0(a) above) are not required to submit documentary evidence in support of para 1.0 (a, b, d, & e). However, they must submit copies of work-order of OIL for similar work carried out /completed by them in last 7 (seven) years and documentary evidences/certificates/affidavit in support of para 1.0 (c).
- 1.2 Bidders must fully mobilize all equipment and personnel and be prepared to commence work within 07 days from the date of the Work-order issued by Company. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.
- 2.0 COMMERCIAL**
- 2.1 Bids are to be submitted in duplicate under, a **Single-Stage-Two-Bid system i.e. Technical Bid** (un-priced) and **Priced Bid** submitted in separate sealed envelopes. Only the **Priced-Bid** should contain the quoted prices and rates. Non-compliance of this will result in rejection of the Bid.
- 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.
- 2.3 Bidders shall furnish the “**BID SECURITY**” for the amount as specified in Paragraph 4.2 (d) of the ‘Forwarding Letter’. Any Bid not accompanied by Bid Security will be rejected.
- 2.4 A Bid received through, or in the form of, a fax or email will be rejected.
- 2.5 Bid documents shall be typed and all pages of the original Bid shall be signed by the Bidder’s authorized representative.
- 2.6 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.
- 2.7 Any Bid containing a false statement shall be rejected.
- 2.8 The Bid documents are not transferable. Offers received from unsolicited Bidders will be returned, unopened.
- 2.9 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected and returned unopened.
- 2.10 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.

2.11 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected.

- Security Deposit Clause
- Retention Money Clause
- Tax liabilities Clause
- Force Majeure Clause
- Termination Clause
- Arbitration 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 of 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 with 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;

- (a) The quantities given in the Price Bid Format (Part-II) against each item are tentative only, based on assessment/assumption by Company, which may vary during the actual job execution. 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.
- (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)