



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

KG Basin Project
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GAR NO. GEM/GARPTS/22022021/A7T000171U2J OF 22.02.2021

(LOCAL COMPETITIVE BIDDING)

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

DESCRIPTION OF WORK/SERVICE:

Tender No. CEI6313P21 for Dismantling of RCC foundations, Plain Cement concrete foundations, Brick masonry and other miscellaneous jobs in 4 nos. Drilling locations in East Godavari district, Andhra Pradesh

LOCATIONS OF WORK: (i) Location : 2 - Balusutippa-Katrenikona Manadal E.G Dist.
(ii) Location: 12 - Gadilanka village under Mummidivaram Mandal, E.G Dist.
(iii) Location: 13 - China Bapanapalli, Tallarevu Mandal, E.G Dist.
(iv) Location: 15 - Pekeru, K. Ganagavaram Mandal, E.G Dist. East Godavari Dist. Andhra Pradesh

CONTRACT PERIOD : 16 (Sixteen) Weeks

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

BID SECURITY DEPOSIT : Nil

2.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

2.1 In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid **Digital Certificate Class III [Organization]** along with **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair

of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder / Bidding Company to bind the Bidder / Bidding Company to the contract.

2.2 Bidders must have valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can access bid documents **on-line**. New vendor shall obtain User ID & password through online vendor registration system in e-portal. In the event of late registration / incomplete registration by Bidder, OIL shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

2.3 No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal is available on OIL's website: www.oil-india.com.

2.4 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e- procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

3.0 IMPORTANT NOTES:

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

Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the Chef General Manager (KGB & BEP), in presence of the authorized representatives of the bidders.

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

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

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

If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

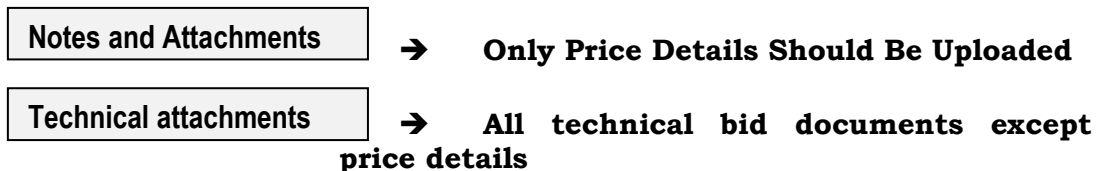
Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its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

Bidders to confirm that in the event of award of Contract they will submit Performance Security Deposit @ 3% of the total estimated contract value in the form of a Bank Guarantee/DD drawn in favour of Oil India Limited. Performance Security Deposit will not earn any interest whatsoever.

4.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders shall have to submit both the “TECHNO-COMMERCIAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **RFx Information-> Technical Attachments**. The “TECHNO-COMMERCIAL BID” shall contain all techno-commercial details. Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under “**Notes and Attachments**”.

The Price Bid rates to be quoted as specified in the “PRICE BID FORMAT” attached just below the “Tendering text” in the attachment option under “**Notes & Attachments**” of OIL’s e-Tender portal. The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation.

Offer not complying with above submission procedure will be rejected.



Please refer “VENDOR USER MANUAL Rev2” document available on OIL’s e-tender portal for help on system settings and procedure to upload technical and price bids.

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

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

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

7.0 The Bid must be valid for 90 (Ninety) days from the date of opening of the tender.

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

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

10.0 The bidders should quote their rates against individual items in the Price Bid Format. The rates quoted shall be in figures and up to two decimal place only.

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

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

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

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

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

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

11.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and

telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST Registration Certificate.

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

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

13.0 PERFORMANCE SECURITY DEPOSIT:

The successful bidder shall furnish a Performance Security Deposit @ 3% of the total estimated contract value in the form of Bank Guarantee/DD as specified above. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

15.0 The work shall have to be started within 7 (Seven) days from the date of issue of work order by Company.

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

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

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

19.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced, **Undertaking of authenticity of information/documents submitted as per Annexure-E should be submitted along with the technical bids.**

20.0 Bidder(s) must also furnish the followings:

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

21.0 The tender will be governed by:

- a) COVERING LETTER
- b) Part - I – CONDITIONS OF CONTRACT
- a) Part - II - SCOPE OF WORK
- b) Part - III - SPECIAL INSTRUCTIONS & SPECIFICATIONS
- c) Part - IV - SPECIAL CONDITION
- d) Part - V- BEC/BRC
- e) ANNEXURE-A & ANNEXURE-B
- f) ANNEXURE-C INTEGRITY PACT
- g) ANNEXURE -D, ANNEXURE-E & ANNEXURE-F

22.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “ANNEXURE-C Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

1. Shri Shri Sutanu Behuria, IAS(Retd.); E-mail: sutanu2911@gmail.com
2. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
3. Shri Om Prakash Singh, IPS (Retd.); E-mail: ops2020@rediffmail.com

Thanking you.

Yours faithfully

Oil India Limited

Sd/-
(D Mishra)
Manager (C&P)
for Chief General Manager (C&P)

PART – I

CONDITIONS OF CONTRACT

MEMORANDUM OF CONTRACT made this day ----- between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam and Project Office at D. No. 11-4-7(3rd Floor), Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh (hereinafter called "The Company") of the one part and ----- carrying on business as PROPRIETOR under the firm name M/s -----with their office at ----- in the district of ----- aforesaid (hereinafter called "The Contractor") of the other part.

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

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

- j) "Contractor's items" means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) "Commencement date" means the date on which the Contractor's personnel starts the job as mentioned in the Contract.
- l) "Gross Negligence" as used in this Contract shall mean "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 Contract in accordance with General Specifications read in conjunction with any drawings and Particular Specifications and Instructions which forms Part-III of this Agreement utilizing the services as offered by the Company and listed in Part-IV of the Contract.

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

be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be the same as those appearing in the Basic Schedule of Rates of Andhra Pradesh P.W.D. in force on the date of issue of such deviation order.

- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for work actually completed under this Contract. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II, if so ordered by the Company at the same rates, terms and conditions.
- 5.0 The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Contract particularly for execution of this Contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.
- 6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:-
- i) The Mines Act.
 - ii) The Minimum Wages Act.
 - iii) The Workmen's Compensation Act.
 - iv) The Payment of Wages Act.
 - v) The Payment of Bonus Act., 1965.

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

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

- 8.0 **Work Completion Time:** The Contractor must commence the work within 7 (seven) days from the date of issue of Work Order and the work should be completed within 16 (sixteen) weeks from the date of issue of Work Order. Non-compliance of this time schedule will call for imposition of liquidated damage.
- 9.0 **Validity of the Contract:** The Contract shall remain valid for a period of 16 (sixteen) weeks from the date of letter of award of the Contract or till the completion of work against the last Work Order issued within the currency of the Contract, 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 Contract and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent) of the total value of the contract, per week or part thereof, upto a maximum of 7.1/2% (seven & half percent) of the total value of the contract.
- 12.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 13.0 **Estimated Value of Contract:** The total evaluated value of the Contract (all inclusive) is estimated to be Rs ----- (Approx.), but the Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in the Schedule of Rates which forms Part-II of this Contract.
- 14.0 **Payment Terms:** Payment shall be made against work completed by the Contractor and duly certified by Company's Engineer. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 15.0 **Performance Security:** Upon receipt of Notification of Award of the Contract, the successful bidder shall furnish Performance Security to the Company in the Form of a Bank Draft or Bank Guarantee from a scheduled bank located in India as per format provided in Annexure-B of the Bid Document. The amount of Performance Security shall be equivalent to 3% of the total contract value of the Contract. The proceeds of the Performance Security shall be payable to the Company as compensation for any loss resulting from Contractor's failure to complete his/her obligations under the Contract. The Performance Security shall be valid till 3 (three) months beyond the validity of the Contract and applicable warranty period of 6 months.
- 16.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and

regulations framed under the contract labour (Regulations & Abolition) Act.

- 17.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 18.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 19.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89 (b) of the Indian Oil Mines Regulations 1984. The Company's representative shall not allow/accept those who are not provided with the same.
- 20.0 **LIABILITY:**
- 20.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment and/or loss or damage to the property of Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 20.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.0 **FORCE MAJEURE:**
- 21.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 21.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

21.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

22.0 **TERMINATION:**

22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

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

22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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

22.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

22.6 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

22.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations

hereunder for a period of 7 successive days (not including Force Majeure delay), the Company at its option, may terminate the Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

- 22.8 Upon termination of the Contract, Contractor shall return to the Company all of Company's items, which are in Contractor's possession at the time.
- 22.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 22.1 to 22.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Contract up to the date of termination.
- 22.10 In the event of termination of contract, the Company will issue Notice of termination to the Contractor with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 23.0 **ARBITRATION:**
- 23.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Contract.
- 23.2 In the event of any disagreement or dispute arising in connection with execution of the Contract 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 Arbitration and Conciliation (Amendment) Act, 2015 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in New Delhi/Kakinada.
- 24.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's Engineer shall be final and binding on the Contractor.
- 25.0 General Health, Safety and Environment aspects will be as per the terms set forth in Annexure-A.
- 26.0 **SET OFF :-**Any sum of money due and payable to the contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (Or such other person or persons contracting through Oil India Limited).
- 27.0 **Tax Liability:** All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this Contract are inclusive of all taxes, royalty, etc. In respect of Royalty, the Contractor must submit to the Company - the

proof of payment, Short-Term Permit (STP) within 15 days and N.O.C. / N.D.C. from the Mining department before payment of final bill. The rate of Royalty may vary from time to time as per Govt. directives and the same is binding on the Contractor.

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 : _____
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END OF PART - I

PART-II**SCOPE OF WORK**

Scope of Work: Dismantling of RCC foundations, Plain Cement concrete foundations, Brick masonry and other miscellaneous jobs in 4 nos. Drilling locations in East Godavari district, Andhra Pradesh

SL. NO	DESCRIPTION OF ITEMS	ESTD. QUANTITY	UOM
	SECTION A		
10	Dismantling of existing structures like Rig foundation, Cellar pit, Mud pump and other structure comprising of reinforced cement concrete including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead.	1990.39	M3
20	Dismantling of existing structures like diesel strips, beams over HDPE, floorings and other structure comprising cement concrete including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead.	902.24	M3
30	Dismantling of existing structures like Security hut, Toilets, Retainer pit and other structure comprising of Brick Masonry including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead.	554.23	M3
40	Excavation in marshy soil with hydraulic excavator 0.9 cum bucket capacity including cutting and loading in tippers and disposal with in all lifts and lead, trimming of bottom and side slopes in accordance with requirements of lines, grades and cross sections.	3,929.20	M3
50	Removing of all types of Hume Pipes and Stacking with all lead of including Earthwork and dismantling of Masonry Works.	120.00	M
60	Engaging 2 to 5 Hp Capacity Diesel Engine pump for pumping of water wherever necessary required including hire charges, fuel and operational charges of pump etc. complete all as directed by Engineer in charge.	340.00	HR
70	Clearing light Jungle	31,902.22	M2
80	Excavation in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and	31,697.60	M3

	transporting with in the location and spreading in even within all lifts and lead as directed by Engineer-in-charge.		
90	RCC M- 20 Nominal mix (Cement: fine aggregate: coarse aggregate) corresponding to Table 9 of IS 456 using 20mm size graded machine crushed hard granite metal (coarse aggregate) from approved quarry including cost and conveyance of all materials like cement, fine aggregate (sand) coarse aggregate, water etc., to site and including Seigniorage charges, sales & other taxes on all materials including all operational, incidental and labour charges such as machine mixing, laying concrete, curing etc., complete but excluding cost of steel and its fabrication charges for finished item of work, but excluding cantering, shuttering.	32.74	M3
100	Plain Cement concrete - Nominal Mix (1:3:6) using 40mm size graded machine crushed hard granite metal (coarse aggregate) from approved quarry including cost and conveyance of all materials like cement, fine aggregate (sand) coarse aggregate, water etc., to site and including Seigniorage charges, sales & other taxes on all materials including all operational, incidental and labour charges such as machine mixing, laying concrete, curing etc., complete but excluding cost of steel and its fabrication charges for finished item of work, but excluding cantering, shuttering.	2.64	M3
110	Supplying, fitting and placing TMT (Fe-500) bar reinforcement in VRCC works complete as per drawings and technical specifications for Bars below 36 mm dia including over laps and wastage, where they are not welded.	1.70	MT
120	Hire charges for Centering & Scaffolding-Unsupported Height upto 3.66 M Casurina Ballies, Bamboos, Wooden Reapers, Runners, Wood Posts, Wall Plates etc. for Footings/PCC	8.76	M3
130	Hire charges for Centering & Scaffolding - Unsupported Height upto 3.66 M Casurina Ballies, Bamboos, Wooden Reapers, Runners, Wood Posts, Wall Plates etc. for pedestral.	19.44	M3
140	Hire charges for Centering & Scaffolding-Unsupported Height upto 3.66 M Casurina Ballies, Bamboos, Wooden Reapers, Runners, Wood Posts, Wall Plates etc. for Dome.	7.18	M3
150	Engaging of 8 KL water tanker for disposal of water from effluent pits to any designated/ approved location with all lead & lifts as instructed by Engineer-in-charge.	608.00	TRP

Notes:

- (i) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.
- (ii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide Annexure-D for compliance.
- (iii) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- (iv) The quantities assumed above are only for evaluation purpose however, payment will be made on actual work done during the currency of the contract.
- (v) Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST(CGST & SGST/UTGST or IGST). In the event of mismatch between quoted GST rate and GST amount, the percentage rate quoted will be treated as correct and amount will be adjusted accordingly. Likewise, any calculations errors in arriving at the total contract cost including GST for bid comparison will be rectified considering the quoted Unit Rates as correct.
- (vi) Company reserves the right to increase/decrease the quantities of any item or delete any particular item(s) from the scope of work at the time of award of contract. If any bidder does not accept such deletion /modification to scope of work their bid will be rejected and the bidder will be debarred from future tendering.
- (vii) Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract on that bidder, taxes mentioned by OIL in the Contract will be binding on the bidder.

END OF PART - II

PART-III

SPECIAL INSTRUCTIONS & SPECIFICATIONS

Description of job: Dismantling of RCC foundations, Plain Cement concrete foundations, Brick masonry and other miscellaneous jobs in 4 nos. Drilling locations in East Godavari district, Andhra Pradesh

SPECIAL CONDITIONS:

(i) OIL KG Basin Project is required to restore and reclaim the land area acquired on temporary basis from the farmers for drilling of wells, which are already abandoned for less hydrocarbon prospects.

(ii) All building /foundations/structures /hardening materials etc. to be demolished. In case of deeper foundation/pile foundations, demolition to be done up to depth of 1.20 meter from the original surface.

(iii) All dismantled & excavated materials are non-hazardous and can be re-used or disposed -off in a suitable land to be identified by the Contractor at their risk & cost.

(iv) The Contractor may re-use part or full quantity of dismantled /excavated materials or dispose-off at his own risk, cost & benefit, if any, and accordingly, the Contractor is expected to quote their competitive offer.

(v) For smooth & timely execution of work, the contractor to deploy the requisite Equipment but not limited to the following :

1. Pneumatic compressor
2. Skilled and unskilled labor
3. Black smith / welding set
4. Excavator with breaker
5. Back hoe loader (JCB) / excavator for loading.
6. Hydraulic tipper / Dumper for disposal.

(vi) For the purpose of estimate 5 KM & 10 KM lead for dismantled materials marshy soil have respectively been considered. However, the bidder is expected to calculate the actual lead up the disposal ground or designated land identified by the contractor at their own cost & risk for disposing excavated or dismantled material.

(vii) Excavation of soil/gravel/WBM material etc. to be carried out in a planned manner so that the approach road is always available & maintained till completion of the entire restoration is completed.

(viii) Damages, if any, occurred in the approach road shall be maintained by the contractor at their own cost.

(ix) The Contractor to sort out issues, if any, encountered from the local villagers during execution for smooth progress and completion.

(x) The Contractor to obtain permission, if required, from the local administration or Government agencies for disposal of all dismantled / excavated materials up to the disposal ground or point of re-use of the dismantled/excavated material.

(xi) No excavated material will be dumped in any unauthorized land by the contractor during execution of the work. If any unauthorized dumping of material is observed, the same will be removed by the contractor immediately upon intimation, failing which OIL will get it removed at contractors risk and cost.

(xii) No natural drainage/nullah /stream or irrigation channel / roads/ walk way etc. will not be blocked by the contractor dumping materials.

(xiii) To meet the stipulated time, contractor may require working, at least in two shifts.

(xiv) Contractor will engage his own security for watch and ward of his equipment and materials etc.

(xv) The contractor will submit Labor License if they proposes to engage 20 or more contract labor in any day during execution. If they proposes to engage 19 or less contract labor they need to give an undertaking that they will engage 19 or less number of labour in any day in the year during execution of contract.

(xvi) Bidder will have to engage an experienced Supervisor preferably a Junior Engineer (Civil) i.e. passed from a recognized University. He must have at least three years' experience of similar nature of jobs.

(xvii) Bidder must submit a detail work programmer for the project to complete the work within the allotted time along with the tender document.

(xviii) Since it is time bound project, bidder must ensure that he will be able to complete the work within the stipulated time and be able to execute work on shift basis at least in two shifts of 8 Hours each with adequate manpower and materials to meet the target date of completion. Moreover all necessary arrangement including the power for light shall have to be made to work in all days including the rainy days.

(xix) Bidders has to keep a Telephone connection/Mobile Phone connection exclusively for the site and same should be communicated to OIL.

(xx) Successful bidder has to obtain all necessary permissions from the Government Departments, Public/ Private or local Authorities to carry out the job and to settle local issues for successful completion of the same without any interference/ hindrance.

TECHNICAL REQUIREMENTS

1.0 SCOPE OF WORK:

The scope of work envisaged under this tender covers as per tender specifications, drawings and standards etc. In general job shall be done as per Andhra Pradesh Common SOR, CPWD specifications. However, brief specifications are given here under for general guidance purpose of the tenderers. The job scope includes dismantling of PCC, RCC, piling up to cut off length, as per drawings/sketches / layouts, and all other activities as spelt out in the respective items. It shall be clearly be noted that the bidders are required to give their lump-sum rates taking into consideration all aspects as per site requirements and specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials and labour and all other taxes & levies excluding GST, which shall be extra in

OIL's Account. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and also any other works necessary to complete the job though especially not covered in the scope of work. In general, the scope of work covers the following but not limited to:

- a. Dismantling of all CC/RCC foundations, RCC/CC & Brick/steel structures in the locations.
- b. Earth work in excavation in all kinds of soils and in all lead & lift & disposal.
- c. Dismantling of 1:3:6/1:2:4 concrete in foundation bed & its disposal.
- d. Dismantling of 1:1.5:3 mix Reinforced Cement Concrete including steel reinforcement & disposal.
- e. Dismantling of M 25 grade of concrete for piling works & disposal
- f. Dismantling of all brick work in CM 1:6 (1 cement: 4 coarse sand) in foundation, strength of the bricks should be 75 class designation.
- g. Dismantling of plastering 12mm thick in Cement Mortar 1:3. & disposal.
- h. Identification of suitable project/work, where these dismantled /excavated materials can be re-used or disposal ground and obtain necessary permission from Govt./Civil authorities for disposal of all excavated / dismantled materials at contractor's risks, cost & benefit, if any.

Contractor has to carry out any job which is operationally urgent on war footing basis i.e. on two shift basis as intimated verbally or in writing.

2.0 SPECIAL INSTRUCTIONS

1. The rates must be valid for entire Contract period for which the Contractor shall have no objection. Otherwise contract will be cancelled at the discretion of the Company (OIL).
2. The Company will constantly watch the progress made by the Contractor in the time frame mentioned above. In case the Contractor fails to achieve progress commensuration with time elapsed at any point of time within the allotted period, the Company reserves the right to carry out the remaining work, through any other agency. The additional cost, if any, incurred by the Company in getting the remaining work completed through any other agency will be recovered from the Contractor.
3. The Contractor must commence the work within 7 days of issue of work order after obtaining Labour clearance.
4. The Company reserves the right to ask the Contractor to carry out work more than the quantities mentioned in Part-II of the contract at the same rates, terms and conditions to which the Contractor shall have no objection. Likewise, the quantities of work to be executed may be reduced by the Company, to which the Contractor will have no objection. The Contractor will be paid for actual quantities of work executed by him at the directions of the Company, and at rates agreed in the contract.
5. Efficient workmen are to be engaged by the Contractor.
6. Materials/ Equipment rejected by the Company must be removed by Contractor from work site within 24 Hrs. of rejection, failing which the Company reserves the right to get the rejected materials removed under risk and cost of the Contractor.

7. The Contractor shall obtain Labour clearance within seven (07) days of issue of firm Letter of Award of Contract by the Company.

8. The Company reserves the right to get the part or whole work completed under risk and cost of the Contractor, if the Contractor fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.

9. All items of work are to be carried out as per sound engineering practice, as per relevant IS codes and latest detailed specifications of State PWD, Andhra Pradesh, CPWD.

10. 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.

11. 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.

12. All debris, waste etc. to be cleared off and the surrounding areas to be leveled on completion of work.

13. 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.

14. The Contractor must provide adequate tools, accessories in time for efficient execution of work as per instruction of the Engineer.

15. The Contractor shall have no claim for any delay arising out of emergencies, or land disputes etc. beyond the Company's control.

16. Rates under Part-II of the contract are inclusive of all materials for permanent incorporation in the works.

17. SCOPE OF WORK - The works under this Contract is as per the schedule given in Part-II.

18. 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.

19. DEFAULT BY THE CONTRACTOR:

Should the Contractor fail to carry out the part of the work involved in this 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) Not carrying out safety measure
- (e) Not carrying out work as per instructions.
- (f) 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

20. Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Acts mentioned elsewhere in this Contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the contractor must deposit Provident Fund Contribution (covering employee's & employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. contribution to the company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. contribution on wage component.

21. HSE POINTS:

(i) It will be solely the Contractors 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.

(ii) 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 Contractors sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

(iii) All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

(iv) 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 me, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

(x) The contractor shall have to report all incidents to the Installation Manager / departmental representative of the concerned department of OIL.

(xi) 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.

(xii) 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.

(xiii) To arrange daily tool box meeting and regular site safety meetings and maintain records.

(xiv) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

(xv) 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.

(xvi) 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.

(xvii) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

(xviii) 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.

(xix) 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.

(xx) The contractor should prevent the frequent change of his contractual employees as far as practicable.

(xxi) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

(xxii) 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.

22. List of Materials & Equipment's to be supplied by Contractor:

All the materials, plants and equipment required for successful completion of job will be supplied by the Contractor.

- a. Pneumatic compressor
- b. Skilled and unskilled labor
- c. Black smith / welding set
- d. Excavator with breaker
- e. Back hoe loader (JCB) / excavator for loading.
- f. Hydraulic tipper / Dumper for disposal.

END OF PART – III

PART - IV

SPECIAL CONDITION

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

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

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

END OF PART - IV

PART - V

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

BID REJECTION CRITERIA:

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

- 1.0 The tender is invited under **SINGLE STAGE COMPOSITE SYSTEM**. The Bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICED” bid through electronic form in the OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per the “Price Bidding Format” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender Portal. The Techno-commercial Bid should be uploaded in the “**Technical Attachments**” page only. Priced Bid quoted as per Price Bidding Format should be uploaded as attachment in the attachment link under “**Notes and Attachments**” Tab only.

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

- 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.

Bidders should quote their rates against individual items. The rates quoted shall be in figures and upto two decimal place only.

- 1.2 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted. The price bids, if any, submitted in physical form against e-procurement tenders shall not be given any cognizance.
- 1.3 Any Bid found to contain a false statement shall be rejected.
- 1.4 The Bid documents are not transferable. Offers received from unsolicited Bidders will not be considered.
- 1.5 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.

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

- Performance Security Deposit Clause	- Termination Clause
- Tax liabilities Clause	- Arbitration Clause
- Force Majeure Clause	- Liability Clause
- Completion Schedule	- Liquidated Damages Clause
- Applicable Law clause	- Period of validity of bids
	- Guarantee of material/work

- 1.7 Conditional offers shall be rejected straightaway.
- 1.8 The Integrity Pact must be uploaded in OIL's e-procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 1.9 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 1.10 Bidders shall quote their price exclusive of GST. The GST amount on the taxable part of the goods/services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

BID EVALUATION CRITERIA (BEC)

The bidder must meet the following evaluation criteria failing which the offer shall be rejected:

2.0 EXPERIENCE CRITERIA – TECHNICAL

- 2.1 Experiences of having successfully completed similar works during last 7 years to be reckoned from original bid closing date.

"Similar work" mentioned above means the following:

Drill Site Preparation and Rig Foundations for Exploratory/ Development Drilling

Or

Construction of Road

Or

Building Works

Or

Construction of Industrial installations.

Or

Warehouses/ Godowns.

2.2 **EXPERIENCE CRITERIA - FINANCIAL**

The minimum value of any of the above work satisfactorily executed during the last 7(seven) years to be reckoned from original bid closing date should be for one single Contract of value Rs. 54.33 lakhs.

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

Firms who have successfully executed and completed similar work with Oil India Limited, need not submit any documentary evidence. However, they shall give details of such executed works with Contract No.

- 2.3 PF code number issued by the appropriate Govt. authority or exemption certificate from the concerned authority or a declaration in stamped paper that provisions of the PF act are not applicable to him/them and in case PF is to be deposited later on, the same will be deposited by the bidder.
- 2.4 PAN and GST Registration number.
- 2.5 Documentary evidence in support of sound financial standing and Bank Account.
- 2.6 The contractor/firm should have annual financial turnover of atleast **Rs.29.11** lakhs in any of the preceding 3 (three) financial years reckoned from the original bid closing date.

Also, the Net worth of the bidder should be positive for the preceding financial/accounting year.

Note: For proof of annual turnover & net-worth any one of the following documents must be submitted along with the bid: -

i. A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-E**.

OR

ii. Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also acceptable.

- 2.7 All the certificates and documentary evidences required to be submitted in support of Para 2.1 to 2.6 above should be legible. Illegible /incomplete certificates or documents will not be considered for evaluation.
- 2.8 Contractors/Firms must fully mobilize all equipment and personnel and be prepared to commence work within 7 days from the date of issue of Work Order. Contractors/Firms must provide categorical confirmation of their capability and intent to meet this timing in their Bid.

- 2.9 The Partnership Firm having Joint Ventures/Consortium/Tie-up will be qualified to quote against the tender subject to the following:
- (i) Any one of the members/partners must be having experience of similar works.
 - (ii) They have proper and valid MOU clearly indicating the role and responsibility matrix of each member.
 - (iii) Any one of the partner/member of Joint Ventures/ Consortium/ Tie-up must meet the qualifying criteria as indicated in para 2.1 and 2.2 above.
 - (iv) Atleast one of the partner/member should meet the financial turnover criteria specified in clause 2.6 above & the other partners/members should have financial turnover of minimum **Rs.7.28** lakhs in any of the preceding 3(three) financial years.
 - (v) One of the partner/member must confirm unconditional acceptance of full responsibility of executing the contract.

3.0 **CRITERIA - GENERAL**

- 3.1 No deviation or exception will be accepted in the clauses covered under BRC.
- 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 BEC. Such clarifications to ensure compliance with the 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 BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.
- 3.4 Any additional information, terms or conditions included in the Priced-Bid will not be considered by OIL for evaluation of the Tender.
- 3.5 Original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria in case of any extension of the Original Bid Closing Date.

4.0 **PRICE BID EVALUATION CRITERIA (BEC)**

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

The quantities given in the Price Bid Format (Part-II) against each items are requirements for **“Dismantling of RCC foundations, Plain Cement concrete foundations, Brick masonry and other miscellaneous jobs in 4 nos. Drilling locations in East Godavari district, Andhra Pradesh”**.

- (a) For the purpose of bid evaluation, the estimated quantities against items will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate the grand total estimated value

of the contract. Successful bidder will be decided based on the lowest evaluated bid including GST amount.

- (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

ANNEXURE-A

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

**CHIEF GENERAL MANAGER (KGB & BEP)-HOD
OIL INDIA LIMITED, KAKINADA**

Sub: Safety Measures against Contract no:

Description of Work/Services: -----

Sir,

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

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

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

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

Yours faithfully

.....

Contractor
For & On Behalf of

Seal:
Date:

ANNEXURE-B

FORM OF PERFORMANCE BANK GUARANTEE

WHEREAS (Name and address of Contractor)
(hereinafter called "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 recognised bank
for the sum specified therein as security for compliance with his
obligations in accordance with the Contract;

AND WHEREAS we (Name of Bank) of (Name of country)
..... having our registered office at (hereinafter called "the
Bank") have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are 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 type
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 the
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 (.....)**(calculated at **90 days**
after Contract completion date).

SEALED with the common seal of the said Bank this Day of,
2021.

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank :.....

Address :.....
:.....

Date :.....

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

A. Issuing Bank

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

B. Controlling Office

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

ANNEXURE-C

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as “The Principal”

And

----- hereinafter referred to as “The Bidder/Contractor”

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for services under Tender **CEI6313P21**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The

exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

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

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

.....
(For the Principal)

.....
for the Bidder/Contractor

Place .Kakinada
Date: 22.02.2021

Witness 1 :
Witness 2 :

ANNEXURE-D

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime i.e., New Tender)

INDIRECT TAXES/ GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
8. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

ANNEXURE-E

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

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

Ref. No _____

Date

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No: CEI6313P21

To,
Executive Director (KGB&BEP)
Oil India Limited
KG Basin Project
Kakinada, India

Sir,

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

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

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

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

ANNEXURE- F

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s... .. (Name of the Bidder) for the last three (3) completed accounting years up to (as the case may be) are correct.

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :