

**MATTER OF ADVERTISEMENT**  
**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**KG BASIN PROJECT, KAKINADA**

OIL INDIA LIMITED (OIL), KG Basin Project invites bids from experienced indigenous Contractors / Bidders for **Tender No. ECP3351P15** for 'Modification of portico of club house at Venkatnagar, Kakinada including supply of all materials'. For other details like Tender fee, EMD, tender collection date, Tender closing/opening date etc., please visit OIL's website: [www.oil-india.com](http://www.oil-india.com).

XXXXXXX



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

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

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**FORWARDING LETTER**

**M/s.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

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

**DESCRIPTION OF WORK/ SERVICE:**

**OIL's TENDER No. ECP3351P15 for "MODIFICATION OF PORTICO OF CLUB HOUSE AT VENKATNAGAR, KAKINADA INCLUDING SUPPLY OF ALL MATERIALS".**

**LOCATION OF WORK : Venkatnagar, Kakinada**

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

**SALE OF TENDER DOCUMENTS:**

**Within working hours from 7<sup>th</sup> May, 2014 to 14<sup>th</sup> May, 2014**

Application showing full address and e-mail address with Tender Fee (Non-refundable) of Rs. 500.00 (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Kakinada is to be sent to Chief Manager (Materials), Oil India Limited, 11-4-7, Nookamma Temple Street, Ramaraopeta, Kakinada - 533004. The envelope containing the application for participation should clearly indicate "Request for participation in Tender No. ECP 3351 P15" for easy identification and timely issue of tender document. The tender fee may also submitted by mode of cash transfer. The details for cash transfer are - Bank: State Bank of India, Branch: PBB, Kakinada; Town: Kakinada; Account Name: Oil

**India Limited; Account No: 31060874558; IFSC Code: SBIN0004244. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the tender document on free of charge basis.**

**BID CLOSING/ OPENING DATE : 21<sup>st</sup> May, 2014 at 3.00 PM**

**BID SECURITY DEPOSIT : Rs. 3,000.00**

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee from a Nationalized Bank in favour of M/s Oil India Limited and payable at Kakinada, Andhra Pradesh. This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 5 below. Bids without Bid Security in the manner specified above will be summarily rejected. The Bid Security must be valid for a period of 30 days more than the validity of the Bid.

**SITE VISIT: Bidders are requested to visit the site to assess the quantum of Jobs and discuss with CE(Civil)/SE(Civil), if needed.**

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

3.1 Offers should be sent in a sealed envelope bearing the following details on the left hand top corner:

- i) Oil India Ltd.'s Tender No.
- ii) Bid closing date
- iii) Brief Description of service
- iv) Bidder's Name, official address with Phone Nos. & Email address.

3.2 Bidders, in their own interest, are advised to drop their offers personally in the Tender Box at the office of **GM (KGB & BEP), Oil India Limited**, D. No. 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh. Alternatively, they may send their offers through Registered/Courier services. OIL will not be responsible for any delay, wrong delivery or non-delivery of the offer.

3.3 Offers received after bid closing date and time will be summarily rejected. No correspondence will be entertained regarding extension of bid closing date or delay in receipt of offer by OIL. Furthermore, OIL will not entertain any interim correspondence from the bidders after the bid closing date regarding the status of their offer.

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

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

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

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

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

8.0 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.

9.0 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.

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

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

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

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

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

9.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs,

Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

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

10.0 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.

**11.0 SECURITY DEPOSIT:**

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

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

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

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

15.0 **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.

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

17.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

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 for 2 (two) years from the date of default.

19.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

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)** :

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

- i) FORWARDING LETTER
- ii) Part - I - CONDITIONS OF AGREEMENT
- iii) Part - II - SCOPE OF WORK
- iv) Part - III - SPECIAL INSTRUCTIONS
- v) Part - IV - SPECIAL CONDITIONS
- vi) Part - V- BEC/BRC
- vii) APPENDIX-A and APPENDIX-B

22.0 OIL now looks forward to your active participation in the Tender.

Thanking you.

Yours faithfully  
Oil India Limited

(B. Brahma)  
Purchase Officer  
For Head-Materials (KGB & BEP)  
For General Manager (KGB & BEP)

**PART – I**

**MODIFICATION OF PORTICO OF CLUB HOUSE AT VENKATNAGAR, KAKINADA INCLUDING SUPPLY OF ALL MATERIALS**

**CONDITIONS OF AGREEMENT**

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

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

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

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

WITNESSETH:

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

purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.

(e) Order deviations in Part-II and III of this Agreement after obtaining approval from the Company's management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be the same as those appearing in the Basic Schedule of Rates of Andhra Pradesh P.W.D. in force on the date of issue of such deviation order.

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

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

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

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

The Performance Security shall be valid till six months beyond the validity of the Agreement.

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

within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

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

22.0 TERMINATION:

22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

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

22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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

22.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

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

22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

22.6 CONSEQUENCES OF TERMINATION:

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

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

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

22.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 22.1 to 22.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Contract up to the date of termination.

22.10 In the event of termination of contract, the Company will issue Notice of termination to the Contractor with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

23.0 ARBITRATION:

23.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.

23.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in New Delhi/Kakinada.

24.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's Engineer shall be final and binding on the Contractor.

25.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix -A

26.0 **SET OFF** :-Any sum of money due and payable to the contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil

India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited ( Or such other person or persons contracting through Oil India Limited).

**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 agreement are inclusive of all taxes, royalty, sales tax, Service Tax, VAT 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.

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

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

**Scope of Work: Modification of Portico of Club House at Venkatnagar, Kakinada including supply of all materials.**

<b>Sl. No.</b>	<b>Description of Item</b>	<b>UOM</b>	<b>Qty.</b>	<b>Unit Rate (Rs.)</b>	<b>Total Amount (Rs.)</b>
1	Earth work excavation and depositing on bank in all type of soil (excluding rock) with an initial lead of 50m & lift upto 1.50m complete all as directed by Engineer-in-charge. As per APSS No. BLD-CSTN 2-1	M3	0.49		
2	Disposal of excavated/ surplus soil available at site with a lead of 1 Km including transportation loading and unloading charges etc., complete as directed by the Engineer In-charge as per SSR lead 1 of Pg 322, SSR Loading 1 of Pg 323.	M3	0.49		
3	Dismantling of structure comprising of masonry, 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 of 1000 m as per Technical Specification Clause 202 MORD / MORTH	M3	0.32		
4	Providing and laying Plain Cement Concrete in 1:2:4 (1: cement, 2: course sand, 4: hard broken 40mm size and downgraded machine crushed granite verity metal) excluding the cost of centering and shuttering including curing etc. Complete.(excluding cost of centering & shuttering) As per APDSS BLD-CSTN 3-10	M3	2.02		
5	Making, fixing and striking timber for shuttering works for open drains etc., complete for finished item of work or as directed by Engineering In-charge. Of SSR item No. 1A of pg. No. 75	M3	2.02		
6	Supply, fixing of Foundations bolts and nuts with MS rods and base plate into RCC foundations, including cost of MS Structural steel used for all sections, including cost of Labour charges for fixing Trusses, Stanchions, Heavy Beams and Girders erecting in position and fixing by using chain pulley blocks, Derek pole arrangements and cranes etc., complete in position etc., complete finished item of work or as directed by Engineer In-charge during execution 16mm dia.	KG	47.5		

7	Providing, fixing and Erection of MS tubular sections, beams, purlin, Stanchions Columns members including cost of MS Structural steel used for all sections, cost of Labour charges for fabricating all heavy steel works including cost of welding rods, power charges, etc. including cost of Labour charges for fixing heavy iron grills, Trusses, Stanchions, Heavy Beams and Girders erecting in position and fixing by using chain pulley blocks, Derek pole arrangements etc., complete in position etc., complete finished item of work or as directed by Engineer In-charge during execution.	KG	643.03		
8	Supply and fixing of E-board wall panelling (water, fire and Termite proof) with frame work made of GI stud profile of size 48 x 40 10 x 0.6 mm thick placed at every 610 mm C/C intervals fixed vertically in between floor and roof 'U' track of size 50 x 30 x 0.6 mm thick duly fixed with self-expansion screws and with 8 mm thick E-board / 6 mm thick E-board classic cladded around with self-tapping self-embedding screws fixed at every 300 mm (centres) leaving a 3 mm gap between two panels of width 2'-0". The Gap will be covered with a decorative beading. Surface will be given a smooth finish over a coat of primer. - With 8 mm E-board	M2	56.32		
9	Roofing with corrugated G.I sheets 0.30mm thick fixed with G.I 'J' bolts & nuts 8 mm dia. with bitumen & G.I limpet washers filled with white lead & including a coat of approved steel primer and two coats of approved paint on over lapping of sheets complete (up to a pitch of 600) and seigniorage charges, etc., complete, excluding the cost of purlins, rafters, trusses & cost of conveyance of all materials.	M2	28.16		
10	Supplying and fixing of false ceiling using Plaster of Paris Boards 10 mm thick with standard GI ceiling angles, sections perimeter channels including cost and conveyance of all materials and labour charges etc. complete. BMT M 54	M2	52.8		
11	Painting with Synthetic Enamel paint - two coats for new Iron works.	M2	20.24		
<b>TOTAL ESTIMATED VALUE OF THE CONTRACT (inclusive of all applicable taxes)</b>					

**END OF PART - II**

**PART-III**

**SPECIAL INSTRUCTIONS & SPECIFICATIONS**

**Description of job:** Modification of portico of club house at Venkatnagar, Kakinada including supply of all materials.

**Special Conditions:**

- (i) Bidders must submit a detail work programme for the project to complete the work within the allotted time along with the tender document.
- (ii) Bidders have to keep a Telephone connection/Mobile Phone connection exclusively for the site and same should be communicated to OIL.

**TECHNICAL REQUIREMENTS**

**A) 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 PCC, RCC, erection of tubular structure, as per drawings, and all other activities including civil / sanitary / plumbing as spelt out in the detailed drawings and specifications. 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 including service tax and VAT. 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) Earth work in excavation in all kinds of soils and in all lead & lift.
- b) Filling with surplus excavated earth.
- c) Providing and laying 1:2:4 (1 cement: 2 coarse sand: 4 graded stone agg; 40mm nominal size) concrete in foundation bed & dwarf wall.
- d) Providing, fixing & placing of steel tubular structure including grill.
- e) Supply and fixing of E-board wall panelling.
- f) Supplying and fixing of false ceiling using Plaster of Paris Boards 10 mm thick.

**General requirement:** All exposed MS members and wood work to be painted with two coats of synthetic enamel paint over a coat of primer or as directed.

**B) SPECIAL INSTRUCTIONS:**

1.0 The rates must be valid for entire agreement period for which the Contractor shall have no objection.

2.0 The Company will constantly watch the progress made by the Contractor in the time frame mentioned above. In case the Contractor fails to achieve progress

commensurating with time elapsed at any point of time within the allotted period, the Company reserves the right to carry out the remaining work, through any other agency. The additional cost, if any, incurred by the Company in getting the remaining work completed through any other agency will be recovered from the Contractor.

3.0 The Contractor must commence the work within 7 days of issue of work order after obtaining Labour clearance.

4.0 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.

5.0 Efficient workmen are to be engaged by the Contractor.

6.0 Materials rejected by the Company must be removed by Contractor from work site within 48 Hrs. of rejection, failing which the Company reserves the right to get the rejected materials removed under risk and cost of the Contractor.

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

8.0 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.

9.0 All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this agreement are inclusive of all taxes, royalty, sales tax, Service Tax, VAT etc. In respect of Royalty, the Contractor must submit to the Company - the proof of payment, Short-Term Permit (STP) within 15 days and N.O.C. / N.D.C. from the Mining department before payment of final bill. The rate of Royalty may vary from time to time as per Govt. directives and the same is binding on the Contractor.

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

11.0 Electricity if required at any site of work during execution under this contract will have to be arranged by the Contractor at his own cost.

12.0 Contractor will be responsible for supply & transportation of water to work site in the required quantities both for construction works and drinking purpose of his workers.

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

14.0 All materials required for the work must be as per the approved list as provided in the tender documents. The Contractor will produce before the Engineer, purchase voucher from authorized source and test certificate before it is

incorporated in the work. Materials purchased from unauthorized source and not having a test certificate conforming to ISI standards will be rejected.

15.0 The Contractor must provide experienced and qualified Supervisor for continuous and efficient supervision of works. The name of such persons shall be intimated to the Company.

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

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

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

19.0 SCOPE OF WORK: The works under this agreement is as per the schedule given in Part-II.

20.0 PROCEDURE FOR EXECUTION OF WORK:

(a) The Contractor must keep daily contact with Engineer in charge to receive instructions regarding work. The Engineer in charge shall be free to take action against the Contractor as per terms of this contract.

(b) For efficient workmanship, the Contractor will engage adequate labour force and supervisory staff. The relevant specifications will be adhered to in all details. If standard of work is not achieved, the Engineer in charge will be free to reduce the rates as per clause 3 (a) of Part-I of Contract.

(c) The Contractor must maintain adequate and right type of tools required for efficient discharge of responsibility.

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

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

23.0 MATERIALS USE OF:

No materials must be used on work unless:-

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

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

25.0 DEFAULT BY THE CONTRACTOR: Should the Contractor fail to carry out the part of the work involved in this agreement in way of:

- (a) Not maintaining the desired progress of work.

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

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

26.0 CEMENT: The cement used shall be one of the following type (a) ordinary Portland cement Conforming to IS: 269.

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

Approved manufacturer of cement to be as follows:

- i. Ultratech
- ii. Associated Cement Co. Ltd.,
- iii. J.K. Cement.
- iv. KCP.
- v. Ramco.

27.0 SPECIFICATION FOR STEEL REINFORCEMENT:

a) Approved manufacturer of Steel to be as follows

- i. Steel Authority of India.
- ii. Tata Iron and Steel Co. Ltd.
- iii. RINL.
- iv. Jindal Steel.

b) Applicable codes and standards: The codes and standards generally applicable to the work of this section are listed hereinafter:

- IS:280 - Mild steel wires for general engineering purposes.
- IS:432 - part I Mild Steel& Medium tensile steel bars part II Hard drawn steel wire.
- IS:456 - Code of practice for plain and reinforced concrete.
- IS:814 - Covered electrodes for metal arc welding of structural steel.
- IS:816 - Code of practice for use of metals arc welding for general construction in mild steel.
- IS:1139 - Hot rolled mild steel, medium tensile steel and high yield strength steel deformed bars for concrete reinforcement.
- IS:1566 - Hard drawn steel wire fabric for concrete reinforcement.
- IS:1786 - Cold twisted steel bars for concrete reinforcement.
- IS:2502 - Code of practice for bending and fixing of bars for concrete reinforcement.
- IS:2629 - Recommended practice for hot # dip galvanizing of iron and steel.

IS:3370 - Code of practice for concrete structures for Storage of liquids.  
IS:4759 – Hot dip zinc coating on structural steel and other allied products.

c) MATERIAL REPORT

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

i) Certified copies of mill test reports including chemical analysis and physical properties as required by the applicable Indian Standards for each consignment of steel.

ii) Where such mill certificates are not available or if the employer feels to substantiate conformance of the mill test reports, the contractor shall employ an approved testing laboratory to perform the required tests and chemical analysis at his own cost.

28.0 MEASUREMENT

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

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

28.3 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 (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.

The job shall be done as per Andhra Pradesh Common SOR & CPWD specifications. The specification and the method of measurements described herein are applicable for all the items of works involved in the site.

**END OF PART – III**

**PART - IV**

**SPECIAL CONDITION**

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**(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.**

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

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

I hereby certify that:

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

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

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

(Please strike out whichever is not applicable.)

**END OF PART - IV**

**PART – V**

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

**I. BID REJECTION CRITERIA**

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

**1.0 TECHNICAL**

- 1.1 Experiences of having successfully completed similar works during last 7 years ending on 31.03.2014.

“Similar work” must be as per the following:

Construction of RCC Building/ Steel tubular trusses/ Boundary wall/ office internal partition.

- 1.2 The minimum value of any of the above work satisfactorily executed during the last 7 (seven) years ending on 31.03.2014 should be either of the following:

- i) One single contract of value Rs. 1.20 lakhs
- ii) Two contracts, each one of value Rs. 0.75 lakhs
- iii) Three contracts, each one of value Rs. 0.60 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.

- 1.3 PF code number issued by the appropriate Govt. authority or exemption certificate from the concerned authority or a declaration in stamped paper that provisions of the PF act are not applicable to him/them and in case PF is to be deposited later on, the same will be deposited by the bidder. In case, the bidder does not have the PF code number, he/they must provide an undertaking stating that the same will be provided before commencement of the jobs.
- 1.4 PAN and VAT Registration number.
- 1.5 Documentary evidence in support of sound financial standing and Bank Account.
- 1.6 The bidder should have average annual financial turnover for the last 3 (three) accounting years should be at least **Rs. 0.45 lakh**. The proof of Annual Turnover should be either in the form of Audited Balance Sheet/Audited Annual Reports or Certificate from Chartered Accountant

Firm indicating their membership / code number along with Profit & Loss Account.

- 1.7 All the certificates and documentary evidences required to be submitted in support of Para 1.0 (1.1 to 1.6) above should be clearly legible and duly attested by gazetted officer as well as by the applicant along with official seal. Illegible /incomplete certificates or documents will not be considered for evaluation.
- 1.8 Bidders must fully mobilize all equipment and personnel and be prepared to commence work within 07 days from the date of the notification of award of contract (Letter of Award). Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.
- 1.9 The contractor/firm must have their own competent persons who have sufficient knowledge to go through the specifications of the contract, sort out minor difficulties/details of site and ensure the execution of the works according to our requirements and as per the scope of the contract. The persons must be capability to work in all types of terrain, hazardous area, hill etc.
- 2.0 **COMMERCIAL**
- 2.1 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the “TECHNICAL” and “PRICED” in a sealed envelope within the Bid Closing Date and Time stipulated in the Forwarding Letter.
- 2.2 Bidders must quote in accordance with the price schedule outlined in **SCHEDULE OF WORK** (Part-II) of tender document; otherwise the Bid will be rejected.
- 2.3 A Bid received through, or in the form of, a fax or email will be rejected.
- 2.4 Bid documents shall be typed and all pages of the original Bid shall be signed by the Bidder’s authorized representative.
- 2.5 Any interlineations, erasures or overwriting in the Bids necessary to correct errors made by Bidder, shall be initialed by the Bidder’s authorized representative. **White/correcting fluid shall not be used for making corrections.** A Bid not meeting these requirements shall be rejected.
- 2.6 Any Bid containing a false statement shall be rejected.
- 2.7 The Bid documents are not transferable. Offers received from unsolicited Bidders will be returned, unopened.
- 2.8 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected and returned unopened.
- 2.9 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price/ terms will be rejected.

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

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

### 3.0 GENERAL

- 3.1 No deviation or exception will be accepted in the clauses covered under BRC/BEC.
- 3.2 To determine the substantial compliance of a Bid, Company reserves the right to ask the Bidder for clarification of clauses covered by the BRC/BEC. Such clarifications to ensure compliance with the BRC/BEC clauses must be received on or before the deadline given by Company or the Bid will be rejected.
- 3.3 If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
- 3.4 Any additional information, terms or conditions included in the sealed Priced-Bid will not be considered by OIL for evaluation of the Tender.

## II. BID EVALUATION CRITERIA

- 1.1 Bids will be technically evaluated on the requirements of the tender. The equipment should meet the requirements and specifications in the Bid Document.
- 1.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender and conforming to the Bid Rejection Criteria will be evaluated using the Bid Evaluation Criteria.
- 1.3 The Priced-Bids will be evaluated using the rates quoted in the **PRICE BID FORMAT & SCHEDULE OF WORK** (Part-II) on the following basis:
- (a) The quantities given in the Price Bid Format (Part-II) against each item are the requirements for **Modification of portico of club house at Venkatnagar, Kakinada including supply of all materials**. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate the grand total estimated value of the contract.
- (b) The estimated quantities indicated in Part-II against each item are for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual site requirement and payment will be made for the actual work done/materials supplied.

**END OF PART – V**

**APPENDIX-A**

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

**GM (KGB & BEP)**

Sub: Safety Measures against Contract no:

Description of Work/Services: -----

Sir,

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

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

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

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

Yours faithfully

.....

Contractor  
For & On Behalf of

Seal:  
Date:

**APPENDIX-B**

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

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

WHEREAS (Name and address of Contractor)

\_\_\_\_\_ (hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (*Name of Contract and Brief description of the work*) \_\_\_\_\_ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (*Amount of Guarantee*) \_\_\_\_\_ (*in words*) \_\_\_\_\_ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

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

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

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

**APPENDIX-C**

**PROFORMA OF BID SECURITY (BANK GUARANTEE)**

To: M/s. Oil India Limited,  
General Manager (KGB&BEP),  
D.NO.11-4-7; 3<sup>RD</sup> FLOOR  
NOKALAMMA TEMPLE STREET  
RAMARAOPET, KAKINADA-533004  
Andhra Pradesh, India

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

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Date: .....

Place \_\_\_\_\_

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.