



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

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

COVERING LETTER

(LOCAL COMPETITIVE BIDDING)

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

DESCRIPTION OF WORK/SERVICE:

Tender No. CEI3100P17 for Construction of CC/RCC Rig Foundation including mud pump foundation, diesel tank foundation and pillow foundation with lowering of 800mm (30") dia casing pipe, concrete piling job at Location 13, KG-Basin Project(Gauthomi-Godavari area NELP-VI,Block:KG-ONN-2004/1) at China Bapanapalli village hemlet of Lachipalem under Tallarevu Mandal, East Godavari District, Andhra Pradesh including supply of all materials.

LOCATION OF WORK: Location 13, KG-Basin Project (Gauthomi-Godavari area NELP-VI, Block :KG-ONN-2004/1) at China Bapanapalli village hemlet of Lachipalem under Tallarevu Mandal, East Godavari District, Andhra Pradesh

CONTRACT PERIOD : 12 (Twelve) Weeks

SALE OF TENDER DOCUMENTS: **Within working hours from 29.11.2016 to 22.12.2016**

Application showing full address and e-mail address with Tender Fee (Non-refundable) of **Rs. 1000.00** (PSU and MSEs are exempted) through DD in favour of M/s. Oil India Limited and payable at Kakinada is to be sent to DGM (C&P), Oil India Limited, 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada – 533004. The envelope containing the application for participation should clearly indicate "Request for participation in Tender No. CEI 0973 P17" for easy identification and timely issue of tender document. In case of cash transfer towards procurement of tender document, details are - Bank: State Bank of India, Branch: SME, Kakinada; Town: Kakinada; Account Name: Oil India Limited; Account No: 31060874558; IFSC Code: SBIN0004248. The tender fee can also be paid through payment gateway of the e-Tender portal.

Note: To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). The digital signature should be of Class 3 digital certificate for the designated individual with organization name. Bidders must have a valid User Id to access OIL e-Procurement site. Bidder shall request OIL through e-mail or fax or letter along-with the cost of bid documents for issue of the user ID for accessing the e-Tender. The user ID shall be issued to the eligible bidders on receipt of the requisite cost of bid document through e-mail. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a user id, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

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

BID SECURITY DEPOSIT : INR 2,16,750.00

- a) Bid Security deposited vide Demand Draft / Banker's Cheque / Bank Guarantee should reach the office of **ED (KGB & BEP)** before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents. The Bid Security must be valid for a period of 30 days more than the validity of the Bid.
- b) 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. Earnest Money/Bid Security, Performance Security Deposit and Retention Money will not earn any interest whatsoever" in the tender document.

2.0 SEALED ENVELOPES containing the Bid Security Deposit (EMD) shall be marked with the above Tender Number and description of work and addressed to:

ED (KGB & BEP), Oil India Limited,
D. No. 11-4-7, Nookalamma Temple Street,
Ramarao Peta, Kakinada-533004,
Andhra Pradesh.

2.1 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. 6 below. Bids without Bid Security in the manner specified above will be summarily rejected. Bid should be submitted on-line through OIL's e-Tendering Portal up to 11:00 hrs (IST)

(Server Time) on the date as mentioned and will be opened on the same day at 15:00 hrs. (IST) at Office of the **ED (KGB & BEP)** in presence of authorized representative of the bidder. THE BID SECURITY SHOULD BE DROPPED IN THE TENDER BOX PLACED AT THE OFFICE OF THE ED (KGB & BEP) ON OR BEFORE 15.00 HRS. OF THE SCHEDULE DATE OF OPENING OF TENDER.

2.2 THE BID SECURITY IS TO BE SUBMITTED ALONGWITH A COVERING LETTER MENTIONING THE TENDER NO AND THE BIDDERS NAME AND ADDRESS IN A DULY SEALED ENVELOPE ADDRESSED TO – ED(KGB & BEP), Oil India Limited, D. No.11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh.

3.0 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.

4.0 The rates shall be quoted per unit as specified in the “Price Bidding Format” attached under “**Notes and Attachments**” tab in OIL’s e-tender portal.

4.1 The tender document is available in the ‘**Technical RFX**’ page in OIL’s e-tender portal.

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

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

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

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

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 forfeiture of his/her/their Bid Security in full and debarred 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 The work may be split up amongst more than one contractor at the sole discretion of the Company.

10.0 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.

11.0 The bidders should quote their percentages (+/-) on rates against individual items. The rates shall be quoted within (+/- 10%) on the internal estimate against individual item as specified in Schedule of Works (Part-II) subject to limit of overall percentage from (-10%) to at par of the internal estimated contract cost. However, the bids with overall percentage quoted at below (-10%) and above the internal estimated cost will be rejected outright. The quoted percentage shall be in figures and upto two decimal places only. In case of any identical situation, the L-1 bidder will be decided through draw of lots. All the rates with successful bidder shall be finalized in the Contract after adjusting same with their quoted percentages against individual items.

12.0 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.

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

13.0 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.

14.0 PERFORMANCE SECURITY DEPOSIT:

The successful bidder shall furnish a Performance Security Deposit @ 2.5% of the total contract value in the form of Demand Draft/Banker's Cheque/Bank Guarantee as specified above and their acceptance of payment after deduction @ 7.5% against each running bill towards retention money as per Company policy 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.

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

16.0 **RETENTION MONEY:** A retention money equivalent to 7.5% of each running bill will be deducted till final completion of the work. This deducted amount will be released after 6 (six) months from the date of completion certificate from the concerned department.

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

18.0 **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.

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

20.0 **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.

21.0 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 Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

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

23.0 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)** :

24.0 The tender will be governed by:

- a) COVERING LETTER
- b) Part - I - CONDITIONS OF AGREEMENT
- c) Part - II - SCOPE OF WORK
- d) Part - III - SPECIAL INSTRUCTIONS
- e) Part - IV - SPECIAL CONDITIONS
- f) Part - V- BEC/BRC
- g) APPENDIX-A ,APPENDIX-B, APPENDIX-C
- h) APPENDIX-D – INTEGRITY PACT

i) Special Note:

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Demand Draft/Banker's Cheque/Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of ED (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.

Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office on or before the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

A scanned copy of this document should also be uploaded online along with the un-priced Techno-commercial bid documents.

Bids without Bid Security in the manner specified above will be summarily 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. Offers sent without the requisite value of prescribed (if called for in the bid) in original will be ignored straightway.

25.0 The tender is invited under **SINGLE STAGE – TWO BID 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 RFx Response**” 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. No price should be given in the “Technical RFx Response” page, otherwise bid shall be rejected.

26.0 Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document. **For any support on this matter, you are requested contact our ERP Team at telephone no. 0374-2807192 during 7.30 AM to 4.00 PM (Monday to Friday) & e-mail ID: erp_mm@oilindia.in**

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.

27.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Appendix-D 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.

(Note: Shri Rajiv Mathur, IPS (Retd.), e-mail ID: rajivmathur23@gmail.com and Shri Satyananda Mishra, IAS (Retd.), e-Mail ID : satyanandamishra@hotmail.com have been appointed as Independent External Monitors).

Thanking you.

Yours faithfully
Oil India Limited

Sd/-
(A.Baruah)
Dy. Manager (Materials)
For Dy. General Manager (C&P)
For Executive Director (KGB & BEP)

PART – I

CONDITIONS OF AGREEMENT

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

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

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

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

WITNESSETH:

- 1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work which forms Part-II of this Agreement in accordance with General Specifications read in conjunction with any drawings and Particular Specifications and Instructions which forms Part-III of this Agreement utilizing the services as offered by the Company and listed in Part-IV of the Agreement.

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

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

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

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

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

7 (seven) days from the date of issue of Letter of Award and the work should be completed within 12 (twelve) 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 12 (twelve) 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:** Upon receipt 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% of the total contract value of the Agreement. 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 3 (three) 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, then 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>Signed in the name and on behalf of: M/s. (CONTRACTOR)</p> <p>Signature : _____</p> <p>Name : _____ (Legal Power of Attorney)</p> <p>In presence of: Signature: _____</p> <p>Name : _____</p>	<p>Signed in the name and on behalf of: OIL INDIA LIMITED (COMPANY)</p> <p>Signature : _____</p> <p>Name : Designation:</p> <p>In presence of: Signature: _____</p> <p>Name : _____</p>
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END OF PART – I

PART-II**SCOPE OF WORK**

Scope of Work: Construction of CC/RCC Rig Foundation including mud pump foundation, diesel tank foundation and pillow foundation with lowering of 800mm (30") dia casing pipe, concrete piling job at Location 13, KG-Basin Project (Gauthomi-Godavari area NELP-VI,Block:KG-ONN-2004/1) at China Bapanapalli village hemlet of Lachipalem under Tallarevu Mandal, East Godavari District, Andhra Pradesh including supply of all materials.

Sl. No.	Description of Items	Qty	UOM	Estimated Rate (Rs.)	Total Estimated Amount (Rs.)	Quoted percentages by bidder (+/-) on OIL's rates
	GROUP A					
10	Earth work excavation and depositing on bank in all type of soil (excluding rock) with an initial lead of 50 mtrs & lift upto 1.50 mtrs complete all as directed by Engineer-in-charge. As per APSS No. BLD-CSTN 2-1.	1,258.27	M3	138.16	1,73,842.58	
20	Filling with useful excavated earth (excluding rock) in trenches, sides of foundations, basement making bund and trimming the slopes etc., with an initial lead in layers not exceeding 15 cm thick, consolidated each layer by watering and ramming including cost and conveyance of water to work site and all operational, incidental, Labour charges, hire charges of T & P etc., complete for finished item of work (APSS No. 309 & 310) As per APSS No. BLD-CSTN 2-9	503.31	M3	197.38	99,343.33	
30	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.	754.96	M3	116.36	87,847.15	

40	Supply of filling Sand including excavation, loading at sources, transportation unloading and filling at site work with all lead and lift with River sand in layers of 22.5 cm thick each layer including sectioning, watering, consolidation by 8 to 10 ton power roller etc. complete as directed by EIC. As per APSS No. BLD-CSTN 2-8 Note:- Finding the source of filling sand will be the responsibility of contractor.	227.15	M3	996.70	2,26,400.41	
50	Providing and laying Plain Cement Concrete in 1:3:6 (1: cement, 3: course sand, 6: hard broken 40mm size and downgraded machine crushed granite verity metal) excluding the cost of centering and shuttering including curing etc Complete.(excluding cost of centering & shuttering) As per APDSS BLD-CSTN 3-10	80.25	M3	5,436.31	4,36,263.88	
60	Providing and laying RCC 1:1.5:3 (1-cement, 1.5-sand and 3-20mm nominal size and downgraded hard hard broken machine crushed granite metal) including machine mixing compaction, curing etc., complete (Excluding cost of centering and shuttering) all works upto plinth for legs, pumps, powerpact, PCR, cellar, Sump, Cement, Silo, Barrytes silo, Decender/desilter pad, pillow foundations. As per APDSS BLD-CSTN 3-13	466.39	M3	8,263.97	38,54,232.97	
70	Making, fixing, 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	546.64	M3	889.61	4,86,296.41	
80	Supplying, fixing and placing TMT bar reinforcement in RCC works complete as per drawings and technical specifications for bars below 36mm dia including overlaps and wastage where they are not welded for legs, pumps, powerpact, PCR, cellar, Sump, Cement, Silo, Barrytes silo, Decender/desilter pad, pillow foundations etc., complete as per APDSS BLD-CSTN 4-2	63,617.31	KG	46.44	29,54,387.88	

90	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.	35.00	KG	69.75	2,441.25	
100	Brick Masonry for walls with CM(1:6) with compressive strength of 50 Kg/cm ² IS-1077 of size 230mm x 110mm x 70mm including and conveyance of all materials like Bricks, cement, sand, water etc., to site including seignorage charges, sales and other taxes on all materials and such as labour charges like mixing mortor, scaffolding charges, constructing masonry lift charges, curing etc., complete for finished item of work for drains and head walls etc., As per APSS , BLD-CSTN 5-4.	20.86	M3	5,087.46	1,06,124.42	
110	Plastering 12mm thick in cement mortor(1:3) including cost and conveyance of all materials like cement, sand, water etc., to site including seignorage charges, sales and other taxes and all materials and all operational, incidental charges charges on materials and including cost of all labour charges for mixing mortor, finishing, scaffolding, lift charges, curing etc., complete for finished item of work. or as directed by Engineer In-charge. (ss901, 903 and 904) As per APDSS BLD-CSTN 8-1.	590.42	M2	126.44	74,652.70	
120	Engaging 2 to 5 HP capacity diesel engine pump for pumping of water wherever required including hire, fuel and operational charges of pump etc. complete etc complete all as directed By Engineer-in-charge of SSR Sl.No. 26 of Pg 130 of hire charges.	150.00	HR	229.40	34,410.00	

130	Lowering of M.S casing pipe, fabricated from 16mm thick(The rate excludes cost of 16mm thick MS plate, socket but include threading, moulding, welding, etc., complete and include transportation of fabricated casing pipe at site of work. a) Transportation of equipments such as winch, tripod, vertical pump, guide pipe, casing head, casing hammer, drill pipes etc., complete with all accessories to site work including installing and removal of the same and clearing the site after completion. b) Making suitable bore by drilling or boring for all types of strata from ground level duly supported by drilling fluids maximum up to 30m depth. c) Aligning, lowering and fixing of 800 dia fabricated casing pipe vertically up to casing hammer up to a maximum depth of 30m below ground level.	30.00	M	14,836.59	4,45,097.70	
140	Boring, providing and installing bored cast in-situ reinforced cement concrete pile M35 grade of diameter 600mm and length below the pile cap M-25 in cement concrete, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of boring with, bentonite solution and temporary casing of appropriate length for setting out and removal of same and the length of the pile to be embedded in the pile cap etc., all complete, including removal of excavated earth with all initial lifts and leads (length of pile for payment shall be measured upto bottom of pile cap). Code No. 20.2.5 of DSR of pg.No. 329.	462.00	M	3,857.17	17,82,012.54	
150	Dismantling reinforced concrete piles with concrete breaking machine.	20.55	M3	3,181.44	65,378.59	
160	Supply, fixing and Erection MS L and flat sections, including cost of MS Structural steel.	103.40	KG	80.54	8,327.84	
Total Estimated cost inclusive of all applicable taxes and duties including Service Tax					1,08,37,059.65	

Note:

- (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 indicated hereof are inclusive of all applicable taxes.
- (ii) **The bidders should quote their percentages (+/-) on rates against individual items. The rates shall be quoted within (+/- 10%) on the internal estimate against individual item as specified in Schedule of Works (Part-II) subject to limit of overall percentage from (-10%) to at par of the internal estimated contract cost. However, the bids with overall percentage quoted at below (-10%) and above the internal estimated cost will be rejected outright. The quoted percentage shall be in figures and upto two decimal places only. In case of any identical situation, the L-1 bidder will be decided through draw of lots. All the rates with successful bidder shall be finalized in the Contract after adjusting same with their quoted percentages against individual items.**

END OF PART – II

PART-III

SPECIAL INSTRUCTIONS & SPECIFICATIONS

Description of job: Construction of CC/RCC Rig Foundation including mud pump foundation, diesel tank foundation and pillow foundation with lowering of 800mm (30") dia casing pipe, concrete piling job at Location 13, KG-Basin Project (Gauthomi-Godavari area NELP-VI,Block:KG-ONN-2004/1) at China Bapanapalli village hemlet of Lachipalem under Tallarevu Mandal, East Godavari District, Andhra Pradesh including supply of all materials.

SPECIAL CONDITIONS:

- i. 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.
- ii. Bidder must submit a detail work programme for the project to complete the work within the allotted time along with the tender document.
- iii. 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.
- iv. Bidders have to keep a Telephone connection/Mobile Phone connection exclusively for the site and same should be communicated to OIL.
- v. Formwork has to be sufficient to complete RCC work of one slab continuously without any days of break.
- vi. Successful Bidder have to ensure uninterrupted power supply to the site, necessary Genset for the same have to be installed at site and also arrange for pump tube well for water supply at his own cost.
- vii. Pile driving equipment should have capacity to drill 30.0m from the original ground level.

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 PCC, RCC, piling, lowering of 764mm ID MS casing pipe, as per drawings, and all other activities 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. Filling with sand used for filling at any lead.
- d. Providing and laying 1:3:6 (1 cement: 3 coarse sand: 6 graded stone agg; 40mm nominal size) concrete in foundation bed.
- e. Providing and laying 1:1.5:3 mix Reinforced Cement Concrete including steel/timber shuttering with steel/timber centering propping and scaffolding as per drawings.
- f. Providing and laying M 25 grade of concrete for piling works.
- g. Providing cutting bending and placing steel reinforcement as per detail structural drawings.
- h. Providing and laying brick work in CM 1:4 (1 cement: 4 coarse sand) in foundation, strength of the bricks should be 75 class designation.
- i. Plastering 12mm thick in Cement Mortar 1:3.

MANDATORY TESTS:

The various mandatory tests shall be carried out in Govt. approved laboratory by the contractor and no separate payment shall be made unless otherwise specified in the schedule of rates. Following tests /test certificate to be produced by the contractor at his own cost.

- (i) Water for construction and curing to be tested before use ('PH' value should not be less than 6.)
- (ii) Cube test for RCC to be done as per relevant code of practice IS 456-1978.
- (iii) Test for steel materials, M.S. rod, Torsteel as per relevant IS code including mill test report.
- (iv) Necessary tests for other construction materials e.g. fine and coarse aggregates as per relevant IS code.

SPECIAL INSTRUCTIONS:

1. The rates must be valid for entire agreement 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 commensurating with time elapsed at any point of time within the allotted period, the Company reserves the right to carry out the remaining work, through any other agency. The additional cost, if any, incurred by the Company in getting the remaining work completed through any other agency will be recovered from the Contractor.
3. The Contractor must commence the work within 7 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 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 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. All items of work are to be carried out as per sound engineering practice, as per relevant IS codes and latest detailed specifications of State PWD, Andhra Pradesh, CPWD.

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

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

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

14. All materials required for the work must be as per the approved list as provided in the tender documents. The Contractor will produce before the Engineer, purchase voucher from authorized source and test certificate before it is incorporated in the work. Materials purchased from unauthorized source and not having a test certificate conforming to ISI standards will be rejected.

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

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

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

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

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

20. PROCEDURE FOR EXECUTION OF WORK -

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

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

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

21. SPECIFICATION FOR WORKS -

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

22. MATERIALS SUPPLY -

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

23. MATERIALS USE 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. Warranty:

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

25. DEFAULT BY THE CONTRACTOR:

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

- (a) Not maintaining the desired progress of work.
- (b) Neglecting to carry out certain aspect of the work.
- (c) Carrying out work at a specification lower than the intended.
- (d) Supplying inferior grade of material.

- (e) Carrying out work without instructions.
- (f) Not carrying out safety measure
- (g) Not carrying out work as per instructions.
- (h) Other defects as pointed out to the party.

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

26. CEMENT:

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

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:

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

27. SPECIFICATION FOR STEEL REINFORCEMENT:

a) Approved manufacturer of Steel to be as follows:

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

b) APPLICABLE CODES AND STANDARDS:

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

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:-

(a) Reinforcement:

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.

(b) Concrete:

Compressive strength of cubes of size 150mm x 150mm x 150mm after 7 days and 28 days which is required to be carried out at Govt. approved laboratories at the cost of contractors for every casting.

28 MEASUREMENT

The payment will be made as per the actual measurement of work at site for the items executed under Part - II of this contract.

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 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.

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.

29. 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.

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.

**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 to be reckoned from original bid closing date.
Similar work must be as per the following:

"Similar work" mentioned above means the following:

Drill Site Preparation and Rig Foundations for Exploratory/ Development Drilling.

OR

Construction of RCC foundations of drilling locations.

OR

Construction of RCC Building.

- 1.2 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 54.18 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.
- 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.
- 1.4 PAN and VAT Registration number.
- 1.5 Documentary evidence in support of sound financial standing and Bank Account.
- 1.6 The contractor/firm should have annual financial turnover of atleast Rs. 32.51 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.

The proof of Annual Turnover should be either in the form of Audited Profit & Loss Account/Audited Annual Reports or Certificate from Chartered Accountant Firm indicating their Membership & Firm Registration number.

- 1.7 All the certificates and documentary evidences required to be submitted in support of Para 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 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.
- 1.9 Contractors/Firms must possess/own in their own name/firm's name OR must produce an undertaking/affidavit from the owners for providing services of the following minimum numbers of equipment for satisfactory completion of location preparation jobs on stamped paper:

(i) Road roller of capacity 8-10 T	: One (01) number
(ii) Dumper / Truck	: Two (02) numbers
(iii) Excavator One	: One (01) number
(iv) Concrete mixing machine	: Two (02) number
(v) Sump pump One	: One (01) number
(vi) Pile driver	: One (01) set
(vii) Tripod	: One (01) set
(viii) Piling Winch	: One (01) set
(ix) Vertical Pump	: One (01) number
(x) Welding Machine	: One (01) number
- 1.10 The contractor/firm must have their own competent persons who have sufficient knowledge to go through the specifications of the contract, sort out minor difficulties/details of site and ensure the execution of the works according to our requirements and as per the scope of the contract. The persons must be capable to work in all types of terrain, hazardous area, hill etc.
- 1.11 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 1.1 and 1.2 above.
 - (iv) Atleast one of the partner/member should meet the financial turnover criteria specified in clause 1.6 above & the other partners/members should have financial turnover of minimum Rs 10.83 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.

2.0 **COMMERCIAL**

- 2.1 The tender is invited under **SINGLE STAGE – TWO BID 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 RFx Response**” 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. No price should be given in the “Technical RFx Response” page, otherwise bid shall be rejected.

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

- 2.2 Bidders must quote in accordance with the price schedule outlined in PRICE BID FORMAT & SCHEDULE OF WORK (Part-II) of tender document; otherwise the Bid will be rejected.
- 2.3 Bidders shall furnish the "BID SECURITY" for the amount as specified in Covering Letter. Any Bid not accompanied by Bid Security will be rejected.
- 2.4 A Bid received through, or in the form of, a fax or email will be rejected.
- 2.5 Any Bid found to contain a false statement shall be rejected.
- 2.6 The Bid documents are not transferable. Offers received from unsolicited Bidders will be returned, unopened.
- 2.7 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price/ terms will be rejected.
- 2.8 There must be no exception to the following Clauses including sub-clauses; otherwise the Bid will be rejected:

- 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

Notes:

- No deviation or exception will be accepted in the clauses covered under BRC/BEC.
- 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. If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
4. Any additional information, terms or conditions included in the Priced-Bid will not be considered by OIL for evaluation of the Tender.

II. PRICE BID EVALUATION CRITERIA (BEC)

- 1 Bids will be technically evaluated on the requirements of the tender. The equipment should meet the requirements and specifications in the Bid Document.
- 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.
- 3 The bidders should quote their percentages (+/-) on rates against individual items. The rates shall be quoted within (+/- 10%) on the internal estimate against individual item as specified in Schedule of Works (Part-II) subject to limit of overall percentage from (-10%) to at par of the internal estimated contract cost. However, the bids with overall percentage quoted at below (-10%) and above the internal estimated cost will be rejected outright. The quoted percentage shall be in figures and upto two decimal places only. In case of any identical situation, the L-1 bidder will be decided through draw of lots. All the rates with successful bidder shall be finalized in the Contract after adjusting same with their quoted percentages against individual items.

Note : The quantities given in the Price Bid Format (Part-II) against each item are requirements for "Construction of CC/RCC Rig Foundation including mud pump foundation, diesel tank foundation and pillow foundation with lowering of 800mm (30") dia casing pipe, concrete piling job at Location 13, KG-Basin Project(Gauthomi-Godavari area NELP-VI,Block:KG-ONN-2004/1) at China Bapanapalli village hemlet of Lachipalem under Tallarevu Mandal, East Godavari District, Andhra Pradesh including supply of all materials".The estimated quantities indicated in Part-II against each item are indicative 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**

EXECUTIVE DIRECTOR (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:

**Oil India Limited,
Kakinada-533004,
Andhra Pradesh, India**

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 (.....) 3 (three) 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:

**Oil India Limited,
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; or
- (3) If the Bidder furnishes fraudulent document/information in their bid.

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.

APPENDIX-D

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 No. CEI3100P17. 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 cartelisation 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.

Section 3 – Disqualification from tender process and exclusion from future contracts

1. 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 credibility 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.
2. 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.
3. 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.

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

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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
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 Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
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
(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)**

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.
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.
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 intentions.

(A. Baruah)
For the Principal

For the Bidder/Contractor

Place: Kakinada
Date: 28.11.2016

Witness 1:
Witness 2: