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Report Name: OIL INDIA LTD.

Generated By: Tanushree Agrawal , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

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GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: Lease of Pipe Yard at Kakinada

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

(FORWARDING LETTER)

**NOTICE INVITING TENDERS
IFB No. CEI8363P22**

for

“Lease of Pipe Yard at Kakinada”

LOCAL COMPETITIVE BIDDING

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Kakinada is presently entrusted to coordinate activities related to exploration and production of oil and natural gas from the Krishna Godavari onland and offshore, Mahanadi onland, Andaman offshore and Kerala-Konkan offshore basins in India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) for Lease of Pipe Yard at Kakinada through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>”. One complete set of Bid Document covering OIL’s IFB for hiring of premises is uploaded in OIL’s e-procurement portal and Govt. portal. Interested Bidders meeting the tender requirements are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference of bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CEI8363P22
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single-Stage Composite Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.
(vi)	Bid Opening Place	:	Office of Chief General Manager (KGB & BEP), Oil India Limited D. No. 11-4-7; 3 rd Floor, Nokamma Temple Street Ramaraopet, Kakinada-533004 Andhra Pradesh, India

(vii)	Bid Validity	:	Minimum 90 (Ninety) days from Bid Closing Date.
(viii)	Mobilization Period	:	Yard with requisite facilities to be made available within 60 days from the date of issue of LOA
(ix)	Duration of the Contract	:	Two (2) years from the date of commencement of Lease with provision for extension by one (1) more year at OIL's option at same rate, terms and conditions.
(x)	Bids to be addressed to	:	Chief General Manager (KGB&BEP), Oil India Limited D. No.11-4-7; 3 rd Floor, Nokamma Temple Street Ramaraopet, Kakinada-533004 Andhra Pradesh, India

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption 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>). **Digital Signature Certificates having "Organization Name" field other than Bidder's Name / "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

Digital Signature Certificate comes in a pair of signing / verification and Encryption / Decryption Certificate. Bidder should have both the signing / verification and Encryption / Decryption Certificate for signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognised. While participating on e-tendering the DSC token should be connected to your system.

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

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

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder / Bidding Company to bind the Bidder / Bidding Company to the contract.

3.2 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors / existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration / incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

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

3.4 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

4.0 Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST) (Server Time)** at the office of the CGM-KGB&BEP in presence of the authorized representatives of the bidders.

5.0 The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab.

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 debarring from participation in future tenders, at the sole discretion of the company.

(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 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 Techno-Commercial Bid documents.

7.1 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 GSTIN number.

7.2 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 GSTIN number.

7.3 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 GSTIN number.

7.4 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 GSTIN number.

7.5 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 GSTIN number.

7.6 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 GSTIN number.

7.7 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 GSTIN number.

8.0 SCREEN SHOTS

Go to this Tab **“Notes and Attachments”** for Uploading **“Price Bid”**

Go to this Tab **“Technical Attachment”** for Uploading **“Technical Bid”**.

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

Note:

* The “**Technical Bid**” shall contain all techno-commercial details.

** The “**Priced bid**” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

9.0 Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under “**Notes & Attachment**”. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page “**RFX Information**” with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' form. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Technical RFX Response, and Close. Below this, the form displays RFX Response Number 60038748, RFX Number 1396, RFX Owner BHARALI, and Total Value 0.00 INR. The form is divided into tabs: RFX Information, Items, and Notes and Attachments. Under the RFX Information tab, there are sub-tabs: Basic Data, Questions, and Technical Attachments. The 'Event Parameters' section contains three main fields: 'Currency' (set to Indian Rupee), 'Detailed Price Information' (set to No Price), and 'Terms of Payment'. A 'Total Bid Value' field is highlighted with a red box. Three callout boxes provide instructions: 1. 'Bidder to select the currency of the Response' points to the Currency dropdown. 2. '“Total Bid Value” is mandatory in “No Price” RFX' points to the Detailed Price Information field. 3. '“Total Bid Value” considering all the taxes & duties.' points to the Total Bid Value input field.

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the “Price Bid Format” under “Notes & Attachments” tab page.

10.0 The selected bidder will be required to enter into a formal Lease Agreement, which will be based on their bid and OIL's Standard Form of Contract.

11.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

12.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder / contractor in respect of the subject tender / contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake / fraudulent document or furnished false statement, the offer / contract shall be rejected / cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-III**.

13.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

14.0 OIL now looks forward to active participation of bidders in the IFB.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(TANUSHREE AGRAWAL)
MANAGER-(C&P)
For **Chief General Manager (KGB&BEP)**

Date: 27.09.2021

PART-1

INSTRUCTIONS TO BIDDERS

1.0 **ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA – BID REJECTION CRITERIA (BEC-BRC), PART-2 of the tender document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 **BID DOCUMENTS:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- i) A Tender Forwarding Letter
- ii) Instructions to Bidders (ITB), **Part-1**
- iii) Bid Evaluation Criteria - Bid Rejection Criteria (BEC-BRC), **Part-2**
- iv) Terms of Reference / Scope of Work, **Part-3**
- v) Price Schedule Format, (**PROFORMA-A**) (Excel Format attached under “Notes and Attachments” tab in the main bidding engine of OIL’s E-Tender portal)
- vi) Authorisation for Attending Bid Opening: **PROFORMA-I**
- vii) Proforma of Letter of Authority: **PROFORMA-II**
- viii) Format of undertaking by Bidders towards submission of authentic information / documents: **PROFORMA-III**
- ix) Lease Agreement Form: **PROFORMA-IV**
- x) Bid Security Declaration: **PROFORMA-V**

- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 **TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS:

5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Documents comprising the bid: Bids are invited under Single-Stage Composite Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) Technical Bid (to be uploaded in "Technical Attachments" tab):

- a) Complete details of the premises offered with supporting / ownership documents,
- b) Documentary evidence established in accordance with Clause No. 8.0,
- c) Letter of Authority as per PROFORMA-II,
- d) Bid Security Declaration as per PROFORMA-V

(B) Price Bid (to be uploaded in "Notes and Attachments" tab):

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price Bid Format as per **PROFORMA-A**

6.0 Deleted

7.0 BID PRICE:

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during performance of the Contract and must not be subject to variation on any account.

7.3 All duties and taxes (excluding GST) including Corporate Income Tax, Personal Tax, etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:
These are listed in BEC-BRC, Part-2 of the tender documents.

9.0 BID SECURITY:

Not Applicable, however, bidders shall submit along with their bid a signed "Bid Security Declaration" (**PROFORMA-V**) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract, they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

10.0 PERIOD OF VALIDITY OF BIDS

10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **90 (Ninety) days** from Bid Closing Date.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 9.0 (if applicable) shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

11.0 SIGNING & SUBMISSION OF BIDS:

11.1 Signing of bids:

11.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The Letter of Authority (as per **PROFORMA-II**) shall be indicated by written Power of Attorney accompanying the Bid.
- 11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has / have digitally signed the Bid.
- 11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.
- 11.2 Submission of bids:

The tender is processed under **Single-Stage Composite Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference / Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to **Chief General Manager-KGB&BEP, Oil India Ltd., Kakinada, Andhra Pradesh-533004 on or before 12.45 Hrs (IST)** on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

Documents sent through E-mail / Fax / Telephonic method will not be considered.

- 11.2.1 Timely delivery of the documents in physical form as stated in Para 11.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the

particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.

11.2.2 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush / network problems.

12.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

12.3 The documents in physical form as stated in Para 11.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

15.0 EXTENSION OF BID SUBMISSION DATE: Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

16.0 BID OPENING AND EVALUATION:

16.1 Company will open the Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a

register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

- 16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 16.3 Bids which have been withdrawn pursuant to **Clause No. 14.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 16.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.
- 16.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 17.0 OPENING OF PRICED BIDS:
- 17.1 In case of Composite Bid System, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

18.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BEC-BRC, Part-2 of the Tender Documents.

19.0 **CONTACTING THE COMPANY:**

19.1 Except as otherwise provided in **Clause 16.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **Sub-clause 16.6**.

19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

20.0 AWARD OF CONTRACT:

20.1 Award criteria: The Company will award the Contract to the successful Bidder as per the evaluation criteria mentioned under BEC-BRC of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

22.0 NOTIFICATION OF AWARD:

22.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

22.2 The notification of award will constitute the formation of the Contract.

23.0 SIGNING OF CONTRACT:

23.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the Lease agreement or send the Lease Agreement provided in the Bid Documents incorporating all agreements agreed between the two parties.

23.2 The successful Bidder shall sign and date the Lease Agreement and return it to the Company after receipt of LOA. Till the Lease Agreement is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

23.3 In the event of failure on the part of the successful Bidder to sign the Lease Agreement, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Action shall be taken as per OIL's Banning Policy.

24.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

25.0 SPECIFICATIONS: Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works / services to be executed under the contract.

END OF PART-1

PART-2

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

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

1.0 TECHNICAL EVALUATION CRITERIA

The offered yard facility must meet the following evaluation criteria failing which the offer shall be rejected:

- i) The yard measuring 5000 sq. meters (minimum) with proper boundary fencing (Minimum GI chain link fencing of height 2.40 M) and entry / exit gate, should be offered on rent for at least 2 (two) years, extendable by another one year at same rates, terms & conditions at Company's option, for storage of material like heavy steel tubulars (casings, tubings etc.) and drilling consumables.
- ii) The open yard should be made of hard standing materials and should have sufficient paved area to facilitate plying / movement of crane, trailers etc. for purpose of loading, unloading & storage of heavy steel tubular viz. casings etc.
- iii) Yard should be easily accessible for long body trailers and crane movement and preferably near the road.
- iv) Yard should be located within 5 (five) km radius of Achampeta Junction, Kakinada Town towards sea port and near to highway / port road for easy movement of long bed trailers.
- v) The area should be adequately illuminated during night time.
- vi) Security hut with round the clock professional security service should be provided by the contractor.
- vii) Bidder to confirm the following in their bid:
 - a. The offered space will be developed with all the facilities as specified under PART-3: "Terms of Reference", and will be handed over to Oil India Limited within 60 days of issuance of LOA.
 - b. The vacant possession of the area with related facilities as specified under PART-3: "Terms of Reference" shall be handed over to Oil India Limited free from all encumbrances.
 - c. 30 (thirty) storage racks as per the drawing as attached vide **Annexure-1**, shall be constructed prior to handing over the offered space to Oil India Limited.
- viii) Documentary evidences to substantiate that the property offered possesses the name of the bidder / bidder's firm name and requisite clearances from Municipal Authority /

Port Authority, as applicable, towards using of the property offered as yard. In case the offered property is on lease from land lord for development as yard with facility for OIL on contract, the lease agreement for the duration of the contract along with the property papers must be submitted in the technical bid.

2.0 COMMERCIAL EVALUATION CRITERIA

2.1 Bids shall be submitted under **Single-Stage Composite 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 & terms of Reference of the tender and Priced Bid as per the “Price Bidding Format” attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender Portal. The Techno-commercial Bid should be uploaded in the “Technical Attachments” page only. Priced Bid quoted as per Price Bidding Format should be uploaded as attachment in the attachment link under “Notes and Attachments” Tab only.

Note: The Bid and all uploaded documents must be digitally signed using “Class 3” digital certificate [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.

2.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account. Bids with adjustable price terms will be rejected.

2.3 Bids with shorter validity i.e. less than **90 days** from the bid closing date will be rejected as being non-responsive.

2.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “**Bid Security Declaration**” (as per **PROFORMA-V**) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

2.5 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

2.6 Bid documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.

2.7 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has / have digitally signed the Bid.

2.8 Bidders shall bear, within the quoted rate, the corporate income tax as applicable on the income from the contract.

2.9 Bidders shall bear, within the quoted rate, all taxes, duties, levies etc., but, excluding GST. GST as applicable shall be payable extra.

2.10 Any Bid containing false statement will be rejected.

2.11 Conditional offers will be rejected.

2.12 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (**PROFORMA-A**) of Bid Document, otherwise the Bid will be summarily rejected.

2.13 Any bid received by Company after deadline for submission of bids prescribed herein in any form will be rejected.

3.0 GENERAL EVALUATION CRITERIA

3.1 In case Bidder takes exception to any clause of Tender Document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.

3.2 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received in "ONE GO" on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.

3.4 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

3.5 The Company reserves the right to cancel / withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds of Company's action.

3.6 The originals of the documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

4.0 PRICE EVALUATION CRITERIA

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive will be considered for further evaluation as per the Bid Evaluation Criteria given below:

4.1 Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

4.2 Bidders are required to quote for all the items as per Price Bid Format (**PROFORMA-A**); otherwise the offer of the bidder will be straightway rejected.

4.3 Arithmetical errors, if any, in the price bids will be rectified on the following basis:

“If there is a discrepancy between the unit rate and total amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by recalculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”

4.4 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

4.5 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

4.6 The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.

4.7 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

4.8 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

END OF PART-2

PART-3

TERMS OF REFERENCE / SCOPE OF WORK

A. Specifications / requirements of Pipe Yard:

Oil India Limited (OIL) intends to lease a pipe yard for storage of tubulars procured for use in its onshore oil exploratory drilling programme at KG Basin Project, Andhra Pradesh. Particulars of requirement are given below:

1. The yard measuring 5000 sq. meters (minimum) with proper boundary fencing (Minimum GI chain link fencing of height 2.40 M) and entry / exit gate, for storage of material like heavy steel tubulars (casings, tubings etc.) and drilling consumables must have the following minimum facilities:

i) The open yard should be made of hard standing materials and should have sufficient paved area to facilitate plying / movement of crane, trailers etc. for purpose of loading, unloading & storage of heavy steel tubular viz. casings etc.

ii) Yard should be easily accessible for long body trailers and crane movement and preferably near the road.

iii) Yard should be located within 5 (five) km radius of Achampeta Junction, Kakinada Town towards sea port and near to highway / port road for easy movement of long bed trailers.

iv) The area should be adequately illuminated during night time.

v) Security hut with round the clock professional security service should be provided by the contractor.

2. Contractor has to construct 30 (thirty) numbers of pipe storage racks as per the drawing enclosed vide **Annexure-1**, prior to handing over the offered space to Oil India Limited.

3. As owner / authorised personnel of the said fenced area, contractor will have to handover the vacant possession of the area with related facilities as stated above free from all encumbrances.

4. Prior to handing over the possession of the offered yard area to the Company, Contractor will produce the receipts of up-to-date payment made in all respects.

5. All the taxes of public nature including house tax, ground rent, municipality taxes etc., presently levied or leviable in respect of the yard/ware house will be payable by Contractor.

6. Bidder has to submit the following sets of documents along with the technical bid:

- a. Layout of yard showing the entry / exit from the public road.
- b. Key map of the yard.
- c. Digital Photographs of the entire area.

7. The lease period will be counted from the date of possession of the yard facility by the Company.

B. OIL's obligations:

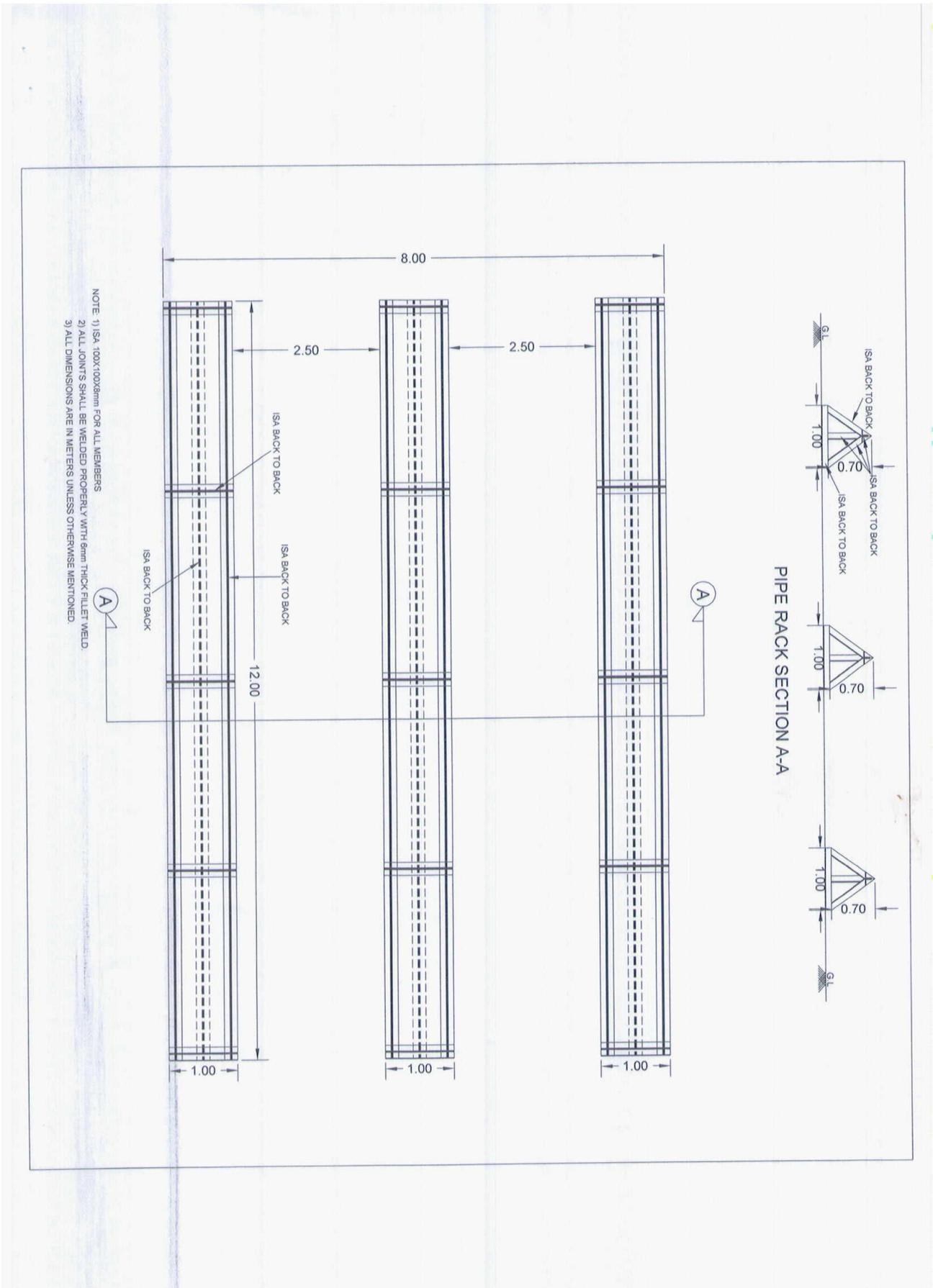
a) OIL shall permit contractor or its authorised representative to enter the said premises for inspection and to carry out repairs etc. as and when necessary basis.

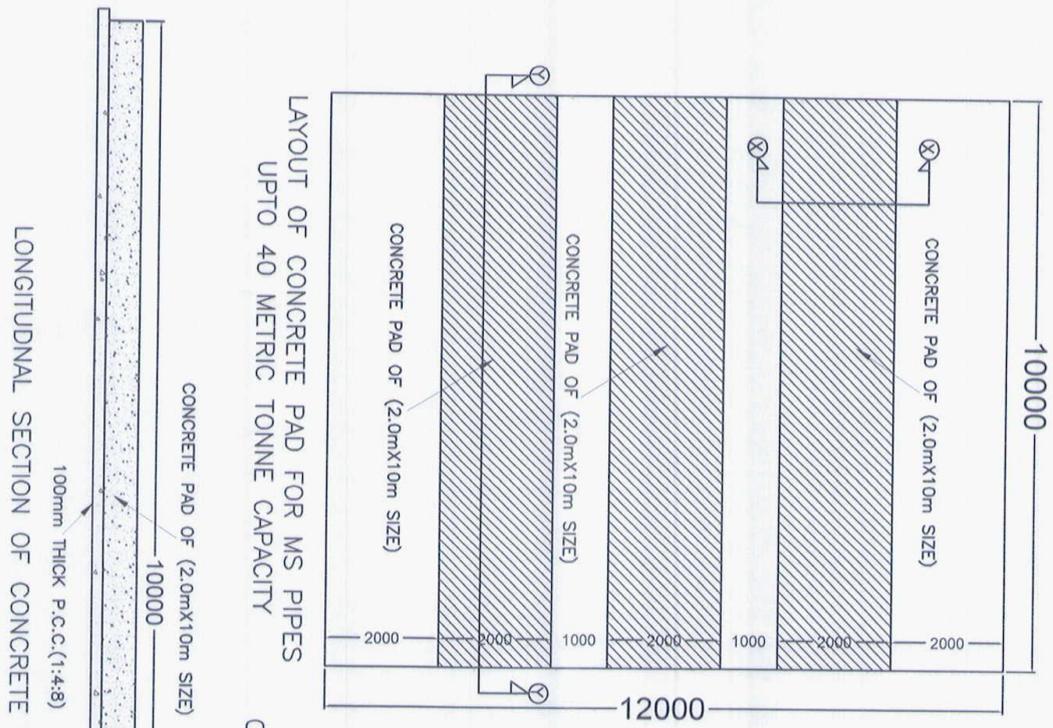
b) The lease rent will be payable on monthly basis after deduction of Income Tax as per IT Act effective date of possession of yard by Company.

c) OIL will not make any major alterations or additional construction in the premises without successful bidder's approval but OIL shall have the right to install any additional fittings and fixtures etc. in the yard if required. Before handover or on contract termination if any fixtures and fittings are provided during occupancy, the same will be normalized and made as earlier.

d) Notwithstanding, the provisions contained above, in the event of breach of the terms of the lease or deliberate acts of omission or commission for affecting smooth occupancy of the premises being no longer required by OIL, the lease is terminable by two months' notice at any time in writing by either party.

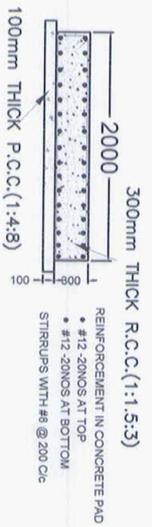
END OF PART-3



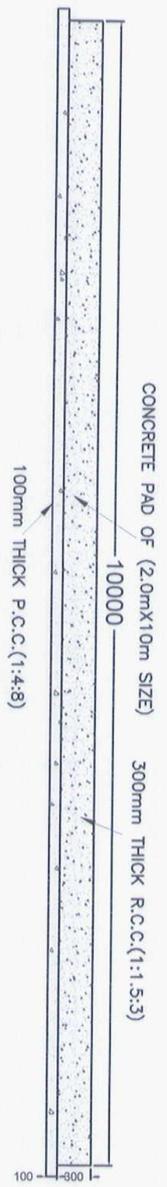


LAYOUT OF CONCRETE PAD FOR MS PIPES
UPTO 40 METRIC TONNE CAPACITY

CROSS SECTION X-X OF CONCRETE PAD



LONGITUDINAL SECTION OF CONCRETE PAD



**PROFORMA-A
PRICE BIDDING FORMAT**

IFB No.: CEI8363P22

DESCRIPTION OF SERVICE: Lease of Pipe Yard at Kakinada

NAME OF BIDDER						
Bidder's GSTIN No.						
SAC Code						
Item No.	Description of Services	UOM	Estimated Quantity	Rate (INR) to be quoted Excluding GST	Amount (INR) Excluding GST	
			A	B	D = A * B	
10	Monthly Rental for Hiring of Pipe Yard	Month	24.00		-	
TOTAL COST (in INR) - exclusive of GST					-	
Applicable GST Rate in %		Applicable GST#				
TOTAL EVALUATED COST (in INR) - inclusive of GST					-	
#Please select from Drop Down list.						
<p>1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.</p>						
<p>2. Price Bids shall be evaluated considering Total Quoted Price for all services including applicable GST (CGST & SGST/UTGST or IGST)</p>						
<p>3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.</p>						
<p>4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.</p>						
<p>5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.</p>						
<p>6. Bidders are advised to thoroughly go through TOR / SOW before quoting their rates.</p>						
<p>7. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.</p>						

This cost is to be maintained under the "Total Bid Value" in the e-tender portal. Refer Clause 9.0 of Forwarding Letter for details.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO

**Oil India Limited
KG Project, Kakinada**

Sir,

SUB: OIL's IFB No. CEI8363P22

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CEI8363P22** for **Lease of Pipe Yard at Kakinada.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

PROFORMA FOR LETTER OF AUTHORITY

TO

**Oil India Limited
KG Project, Kakinada**

Dear Sir,

SUB: LETTER OF AUTHORITY

We, _____ of _____
confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against IFB for **Lease
of Pipe Yard at Kakinada** for any commercial / legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said
representative shall commit.

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

Sub: Undertaking of authenticity of information / documents submitted

Ref.: Lease of Pipe Yard at Kakinada

**To,
Oil India Limited
KG Project, Kakinada**

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

LEASE AGREEMENT

This Indenture made on the between M/s..... (Name and Address of the Contractor) hereinafter called the **“LESSOR”** (which expression where the context so admits shall include their legal heirs, executors, legal representatives and assignees) of the **‘ONE PART’** and the OIL INDIA LIMITED’ (A Government of India Enterprise) constituted under the Companies Act 1956 and having it’s Registered Office at Duliajan in the district of Dibrugarh, Assam and Project Office at D. No: 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh hereinafter called the **“LESSEE”** (which expression where the context so admits include its successors, executors and assignees) of the **OTHER PART** witnesses as follows:

02. The Lessor hereby demises to the Lessee all piece or parcel of land with the building erected thereon more particularly described in the schedule hereto, together with ditches, rights, easements, privileges, advantages and appurtenances to as the said Yard with Warehouse located at**(Address of the Plot)** for a term of 2 (two) years from with a monthly rent of Rs..... The initial period of lease shall be for 2 years commencing from to

03. The Lessee do hereby covenant with the Lessor as follows:

- a) To permit Lessor or its agent to enter the said premises for inspection and to carry out repairs etc. as and when necessary basis.
- b) To pay the said rent in advance by the first week of every month after deduction of Income Tax as per IT Act. The Lessee shall bear the GST. The Lessor should furnish GST No. and provide monthly receipts for having paid the amount to Government Authorities.
- c) That the Lessee shall not make any major alterations or additional construction in the premises without the Lessor’s approval but shall have the right to install any additional fittings and fixtures etc. in the warehouse or yard if required.
- d) The Lessee to restore the yard as earlier and to remove all installations, fixtures and fittings before handing over of the vacant possession of the yard on termination of the Contract.
- e) That, notwithstanding the provisions contained above, in the event of breach of the terms of the lease or deliberate acts of omission or commission for affecting smooth occupancy of the premises being no longer required by Lessee, the lease is terminable by two months’ notice at any time in writing by either party.

04. And the Lessor do hereby covenant with the Lessee as follows:

- a) To handover the vacant possession of the said area with related facilities as stated below free from all encumbrances and Lessee shall not cut any tree, if any. without permission of Lessor.
- b) To provide 30 nos (Thirty only) of Casing racks as per specifications to facilitate the storage of casing pipes of the Lessee.

- c) Lessor is to allow Lessee to electrify the yard and provide power connection in case the Lessee requires such facility in future.
- d) To regularly and periodically pay or cause to be paid all rents, rates, taxes, assessments and outgoing of every description that may during the continuance of the said terms be or has become payable in respect of or charged upon the said premises whether the same shall be imposed or assessed by the Government, Local authority or otherwise and that in the event of any loss or damage arising to the Lessee by the Non-payment of any of these dues the Lessor will at all times indemnify the Lessee from all such loss or damage.
- e) That the Lessee shall have the option of renewing the lease of the said premises at the expiry of the present term hereby granted on the same terms and conditions herein contained for further one year at same monthly rental charge.

IN WITNESS whereof the parties hereunto set their hand and seals the day and year first written above at Kakinada.

Signed in the name and on behalf of:

Signed in the name and on behalf of:

M/s. _____
(LESSOR)

OIL INDIA LIMITED
(LESSEE)

Signature : _____

Signature : _____

Name : _____
(Legal Power of Attorney)

Name : _____

Designation: _____

In presence of:
Signature: _____

In presence of:
Signature: _____

Name : _____

Name : _____

BID SECURING DECLARATION
(to be submitted on Bidder's letter head)

To,
M/s Oil India Limited,
KG Project, Kakinada

TENDER NO. CEI8363P22

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**Name and Signature of
Authorized Signatory and Company Seal**