



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

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

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## **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 COMPOSITE BID System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>

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### **DESCRIPTION OF WORK/SERVICE:**

**Tender No. CEI9748P19** for Repairing of pot holes with premixing developed at the existing approach road of 4.6km long, originating from the Junction point of NH-214 at 10th mile Stone leading to Loc GDK#1, Gedellanka under Mummidivaram Mandal with light jungle cutting repairing of side berm including supply of all materials and machinery.

**LOCATION OF WORK:** Road originating from the Junction point of NH-214 at 10th mile Stone leading to Loc GDK#1 (Gedellanka) under Mummidivaram Mandal.

**CONTRACT PERIOD** : 6 (Six) Weeks

**SALE OF TENDER DOCUMENTS:** Within working hours from **04.12.2018** to **28.12.2018**

**TENDER FEE:** NIL

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

**BID SECURITY DEPOSIT** : **INR 69,620.00**

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

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

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Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

**2.2** Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

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

**2.4** In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

### **2.5 EXEMPTION OF TENDER FEE:**

2.5.1 The Central Govt. Departments and Central Public Sector Undertakings will be exempted from the payment of tender fee.

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

### **3.0 IMPORTANT NOTES:**

All tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of **Chief General Manager (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh** on or before the scheduled bid opening time and date, otherwise the Bid will be rejected. **The Bid Security must be valid for a period of 30 days more than the validity of the Bid.** Bidders may send their Original 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.

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

### **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**

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

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

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

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

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

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.

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.

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

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

Offer not complying with above submission procedure will be rejected.

<b>Notes and Attachments</b>	→	<b>Only Price Details Should Be Uploaded</b>
<b>Technical attachments</b>	→	<b>All technical bid documents except price details</b>

**Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “New Vendor Manual (effective 12.04.2017) ” available in the login Page of the OIL’s E-tender Portal.**

**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 rates against individual items in the Price Bid Format. The rates quoted shall be in figures and up to two decimal place only.**

**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 GST Registration Certificate.

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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 GST 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 GST 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 GST 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 GST 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 GST 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 GST 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 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.

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**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**

The information and documents furnished 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.

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)** :
- h) **GST No.** :

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

- a) COVERING LETTER
- b) Part - I - CONDITIONS OF AGREEMENT
- a) Part - II - SCOPE OF WORK
- b) Part - III - SPECIAL INSTRUCTIONS & SPECIFICATIONS
- c) Part - IV - SPECIAL CONDITIONS

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- d) Part - V- BEC/BRC
- e) APPENDIX-A ,APPENDIX-B and APPENDIX-C
- f) ANNEXURE –E TAXES AND DUTIES CLAUSE DURING GST REGIME
- g) Undertaking of authenticity of information/documents submitted (Annexure-I)

25.0 **The Integrity Pact is not applicable against this tender.**

26.0 **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.oilindia.com](http://www.oilindia.com).

27.0 OIL now looks forward to your active participation against the tender.

Thanking you.

Yours faithfully

Oil India Limited

Sd/-  
(A.Baruah)  
Senior Manager Materials  
for General Manager (C&P)  
for Chief General Manager (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.



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- 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

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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.

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- 8.0 **Work Completion Time:** The Contractor must commence the work within 7 (seven) days from the date of issue of Work Order and the work should be completed within 16 (sixteen) weeks from the date of issue of Work Order. Non-compliance of this time schedule will call for imposition of liquidated damage.
- 9.0 **Validity of the Agreement:** The Agreement shall remain valid for a period of 6 (Six ) 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 and applicable warranty period of 6 months.
- 16.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite

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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

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beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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

**22.0 TERMINATION:**

**22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)**

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

**22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

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

**22.3 TERMINATION ON ACCOUNT OF INSOLVENCY:**

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

**22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

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

**22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

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

**22.6 CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the relative obligations of the parties to the contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties

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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 Arbitration and Conciliation (Amendment) Act, 2015 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in New Delhi/Kakinada.
- 24.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's Engineer shall be final and binding on the Contractor.
- 25.0 General Health, Safety and Environment aspects will be as per the terms set forth in 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).

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

IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written.

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

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

**Scope of Work:** Repairing of pot holes with premixing developed at the existing approach road of 4.6km long, originating from the Junction point of NH-214 at 10th mile Stone leading to Loc GDK#1,Gedellanka under Mummidivaram Mandal with light jungle cutting repairing of side berm including supply of all materials and machinery.

<b>SL. NO</b>	<b>DESCRIPTION OF ITEMS</b>	<b>ESTD. QUANTITY</b>	<b>UOM</b>
	<b>SECTION A</b>		
10	Clearing light Jungle, Sl.No.110,item no B, SSR R&B 2016-17	2500.00	M2
20	Providing, Laying, Spreading of laterite solling stone of 100mm to 150mm size, including spreading in uniform thickness, hand packing, rolling with three wheel 80-100 KN static roller / Vibratory Roller 80-100 KN in stages to proper grade and camber, applying and brooming, crushable screening to fill up the interstices of coarse aggregate, watering and compacting to the required density. Grading 2 as per Technical including hire and operational charges of power roller, watering, including Labor charges for spreading and hand packing of soiling stone and including loading, transportation, unloading at site of work and staking the site etc. complete for finished item of work or as directed by Engineer in Charge.Clause 405 MORD. (RBR - SBBS -16 - 17)	127.49	M3
30	Providing, Laying, Spreading and compacting stone aggregates of 63 mm nominal single size to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with three wheel 80-100 KN static roller / Vibratory Roller 80-100 KN in stages to proper grade and camber, applying and brooming, crushable screening to fill up the interstices of coarse aggregate, watering and compacting to the required density. Grading 2 as per Technical Specification Clause 405 MORD. (RBR - SBBS -16 - 17).	523.49	M3
40	Engaging smooth wheeled Road roller of 8.00 to 10 Tonne capacity Part II Road and Bridge work P-29	30.00	HR
50	Construction of gravel base by providing well graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with three wheel 80-100 kN static roller / Vibratory Roller 80-100 kN to achieve the desired density, complete as per Technical Specifications Clause 402 MORD.	252.00	M3



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60	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared dry and hungry bituminous surface cleaned with Hydraulic broom as per Technical Specification Clause 503 MORD. RBR-BASC-2.	4,821.92	M2
70	Providing, laying and rolling of open-graded premix carpet of 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates either using penetration grade bitumen or emulsion to required line, grade and level to serve as wearing course on a previously prepared base, including mixing a suitable plant, laying and rolling with a three wheel 80-100 kN static roller capacity, finished to required level and grades to be followed by seal coat of Type C as per Technical Specification Clause 508 MORD. RBR-BASC-14.	4,821.92	M2
80	Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type C as per Technical Specification Clause 510 MORD. (using Three wheel 8-10 Ton static roller) RBR-BASC-17.	4,821.92	M2

**Notes:**

- (i) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.
- (ii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide Annexure-E for compliance.
- (iii) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- (iv) The quantities assumed above are only for evaluation purpose however, payment will be made on actual work done during the currency of the contract.
- (v) Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST(CGST & SGST/UTGST or IGST). In the event of mismatch between quoted GST rate and GST amount, the percentage rate quoted will be treated as correct and amount will be adjusted accordingly. Likewise, any calculations errors in arriving at the total

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contract cost including GST for bid comparison will be rectified considering the quoted Unit Rates as correct.

- (vi) Company reserves the right to increase/decrease the quantities of any item or delete any particular item(s) from the scope of work at the time of award of contract. If any bidder does not accept such deletion /modification to scope of work their bid will be rejected, EMD forfeited and the bidder will be debarred from future tendering.
- (vii) Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract on that bidder, taxes mentioned by OIL in the Contract will be binding on the bidder.

**END OF PART - II**

**PART-III**

**SPECIAL INSTRUCTIONS & SPECIFICATIONS**

**Description of job: Repairing of pot holes with premixing developed at the existing approach road of 4.6km long, originating from the Junction point of NH-214 at 10th mile Stone leading to Loc GDK#1,Gedellanka under Mummidivaram Mandal with light jungle cutting repairing of side berm including supply of all materials and machinery.**

**SPECIAL CONDITIONS:**

- i. Bidder must submit detail work programme for the project to complete the work within the allotted time.
- ii. Bidder has to keep a Telephone connection/Mobile Phone connection exclusively for the site and same should be communicated to OIL.
- iii. Successful Bidder have to ensure uninterested 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.
- iv. 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.
- v. 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.
- vi. Successful bidder has to obtain all necessary permission from the Government Departments, Public/ Private or local Authorities to carry out the job and to settle local issues for successful completion of the same without any interference/hindrance.

**TECHNICAL REQUIREMENTS**

**1.0 SCOPE OF WORK:**

The scope of work envisaged under this tender covers as per tender specifications, drawings and standards etc. In general job shall be done as per Andhra Pradesh Common SOR, CPWD specifications. However brief specifications are given here under for general guidance purpose of the tenderers. The job scope includes light jungle cutting, laterite soling, WBM, repairing of side berm with gravel, tack coat, premixing and seal coat. 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 GST. 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 including obtaining all necessary permissions required to be taken from any agencies like Government Department, Private & Public Authorities at no additional cost to Oil India Limited and also any

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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. Light jungle cutting.
- b. Laterite solng stone.
- c. WBM with 63mm nominal size stone aggregate to filled up pot holes.
- d. gravelling to repair side berm
- e. Tack coat
- f. Premixing 20mm thick.
- g. Seal coat

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

**STANDARD/TECHNICAL SPECIFICATION FOR**

Repairing of pot holes with premixing developed at the existing approach road of 4.6km long, originating from the Junction point of NH-214 at 10th mile Stone leading to Loc.GDK#1,Gedellanka under Mummidivaram Mandal with light jungle cutting repairing of side berm including supply of all materials and machinery

**SCOPE OF CONTRACT:**

1.0 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).

2.0 The Company will constantly watch the progress made by the Contractor in the time frame mentioned above. In case the Contractor fails to achieve progress commensurating with time elapsed at any point of time within the allotted period, the Company reserves the right to carry out the remaining work, through any other agency. The additional cost, if any, incurred by the Company in getting the remaining work completed through any other agency will be recovered from the Contractor.

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

4.0 The Company reserves the right to ask the Contractor to carry out work more than the quantities mentioned in Part-II of the contract at the same rates, terms and conditions to which the Contractor shall have no objection. Likewise, the quantities of work to be executed may be reduced by the Company, to which the Contractor will have no objection. The Contractor will be paid for actual quantities of work executed by him at the directions of the Company, and at rates agreed in the contract.

5.0 Efficient workmen are to be engaged by the Contractor.

6.0 Materials rejected by the Company must be removed by Contractor from work site within 24 Hrs. of rejection, failing which the Company reserves the right to get the rejected materials removed under risk and cost of the Contractor.

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

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

9.0 All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this agreement are inclusive of all taxes, royalty, GST etc.

**10.0. RATE OF SEIGNIORAGE FEES**

The contractor should produce Mineral Revenue Clearance Certificate (MRCC) as a proof of having paid the Seigniorage fee towards minor minerals as per the applicable rates before payment of final bill. In the event of non-submission of MRCC certificate normal Seigniorage fee will be directly deducted from contractors bills and remitted to mines departments as per Annexure below:-

S.No.	Name of the Minor Minerals	Rates per Unit
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1.a) Boulders, Building stone including stone used for road metal/ballast, concrete and other construction purpose.

Rs.75/- (Rupees Seventy Five per Cubic meter)

b) Boulders and Building stone exclusively used for foundation purposes and not useful for crushing purposes, Khomdalite, laterites, sand stone.

Rs.75/- (Rupees Seventy Five per Cubic meter)

2. Lime stone slabs for flooring and roofing purposes.

a) Colour (All colours other than black)

Rs.7/- (Rupees Seven) per square meter of Rs.88/- (Rupees eighty eight) per Metric tonnes whichever is higher (All other colour other than black)

b) Black

Rs.4/- (Rupees Four) per square meter of Rs.44/- (Rupees Forty four) per Metric tonnes whichever is higher

3. Lime Kankar

As per schedule of Mines & Mineral Development & Regulation Act 1957.

4. Marble

Rs.250/- (Rupees Two Hundred and Fifty per Cubic meter.)

5. Mosaic chips

Rs.50/- (Rupees fifty per tonne.)

6. Gravel, murrom, shingle, ordinary earth and other such material used for the commercial purpose as filling material in road and constructional works.

Rs.30/- (Rupees thirty per Cubic meter.)

7. Ordinary sand.

Rs.50/- (Rupees fifty per Cubic meter.)

8. Ordinary clay, silt & brick earth used in the manufacture of bricks and tiles including Mangalore tiles.

Rs.3,850/- (Rupees three thousand eight hundred fifty per kiln up to a maximum quantity of 1.00 Lakh bricks/tiles per annum.

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9. Chalcadanypebbles used for building purposes.

Rs.33/- (Rupees thirty three per metric tonne)

10. Lime stone used for burning and building

Rs.40/- (Rupees forty per tonne.)

11. Lime stone other than classified as major minerals used for lime burning for building construction purpose.

As per schedule of Mines & Mineral Development & Regulation Act.1957.

12. Lime stone used in cutting and polishing units for using as panels and flooring material.

As per schedule of Mines & Mineral Development & Regulation Act.1957.

13. Fuller's earth/bentonite.

Rs.110.00 / Rs.44.00 (Rupees One Hundred Ten / Forty Four per tonne.)

14. Shale and slate and Phylite

Rs.110/- (Rupees one hundred ten per tonne.)

15. Rah-Matti

Rs.17/- (Rupees seventeen per tonne.)

NOTE : As per G.O. Ms.No.100; Dt:31.10.2015

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

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

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

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

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

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

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

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

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

20.0 SCOPE OF WORK -

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

21.0 PROCEDURE FOR EXECUTION OF WORK -

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

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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- (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.

### **27 MEASUREMENT**

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

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.

### **28. APPLICABLE LAW**

(i) The Contractor shall, at his own cost, comply with the provisions of Labour Laws, Rules, Orders and Notifications issued there under whether Central or State or Local, as applicable, without any limitation to the following acts:-

- (a) The minimum wages act, 1948
- (b) The Contract Labour (Regulation and Abolition) Act, 1970.
- (c) The Workmen's Compensation Act, 1923.
- (d) The Mines Act, 1952.
- (e) The Payment of Wages Act, 1936.
- (f) The Industrial Disputes Act, 1947.
- (g) The Payment of Bonus Act, 1965.
- (h) The Payment of Gratuity Act, 1972.
- (i) The Employees Provident Fund and Miscellaneous Provisions act, 1952.
- (j) The Equal Remuneration Act, 1976.
- (k) The Child Labour (Prevention and Regulation) Act, 1986.

(ii) The Contractor shall maintain all records/registers required to be maintained by him under various labour laws and produce the same before the statutory authorities when required.

(iii) The Contractor shall also submit periodical reports under various labour laws such as Contract Labour (Regulation & Abolition) Act- 1970, Employees Provident Fund and Miscellaneous Provisions act, 1952 etc. under intimation to the Principal Employer.

(iv) The Contractor shall deploy adequate no. of persons for execution of the work undertaken on contract regulating their working hours and weekly off within statutory limits. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law.

(v) The Contractor in the event of his workmen/employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provides necessary medical treatment and pay compensation if any, required under the Workmen's compensation Act 1923.

(vi) The Contractor shall from time to time issue suitable instructions to the persons employed by him with regard to the nature of work to be done and also the manner in which it is to be done and supervise their work.

(vii) If any of the persons engaged by the Contractor misbehave with any officials of the company or commit any misconduct in connection with the property of the



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company or suffer from any serious communicable diseases, the Contractor shall replace them immediately.

(viii) The Contractor shall not engage/employ persons below the age of 18 years.

(ix) The Contractor shall get the antecedents of the persons engaged by him verified from the police station concerned and produce a certificate in this regard to the Principal Employer. The Contractor should issue employment / identity cards to them. A copy of the same should also be given at the security Department along with the list of entry passes. He shall give a list of persons employed by him with their details such as name, age, address, qualification, experience etc., to the principal employer for information.

(x) The Contractor shall implement the Government directives of Reservations in respect of SC/ST personnel in terms of employment.

(xi) In case of strike resorted to by the Contractor or his workmen, OIL reserves the right to employ casual labour or other contractor's workers with 24 hours' notice for carrying out the work at the risk and cost of the contractor. In such an eventuality, the extra expenditure, if any incurred by OIL shall be recovered from the Contractor.

29: The contractor shall comply with all the provisions of the Minimum Wages Act, 1948 and rules framed there under and other labour laws.

**30. HSE POINTS:**

(i) It will be solely the Contractor's responsibility to fulfil 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-subcontractors.

(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 Contractor's 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 men, 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.

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(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.

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(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

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(a) SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and

(b) SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENTS FOR use in the execution of work.

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

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

I hereby certify that:

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

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

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

(Please strike out whichever is not applicable.)

**END OF PART – IV**

**PART – V**

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

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

**A. BID REJECTION CRITERIA:**

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

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

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

- 1.1 Bidders must quote in accordance with the price schedule outlined in PRICE BID FORMAT & SCHEDULE OF WORK (Part-II) of tender document; otherwise the Bid will be rejected.

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

- 1.2 Bidders shall furnish the "BID SECURITY" for the amount as specified in Covering Letter. Any Bid not accompanied by Bid Security will be rejected.
- 1.3 A Bid received through, or in the form of, a fax or email will be rejected.
- 1.4 Any Bid found to contain a false statement shall be rejected.
- 1.5 The Bid documents are not transferable. Offers received from unsolicited Bidders will not be considered.

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- 1.6 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price/ terms will be rejected.
- 1.7 There must be no exception to the following Clauses including sub-clauses; otherwise the Bid will be rejected:

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

- 1.8 Conditional offers shall be rejected straightaway.

**BID EVALUATION CRITERIA (BEC)**

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

**2.0 EXPERIENCE CRITERIA – TECHNICAL**

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

Similar work must be as per the following:

"**Similar work**" mentioned above means the following:

Repairing of premix road.

OR

Construction of Exploratory or Development Drilling Location.

OR

Construction of new premix road.

**2.2 EXPERIENCE CRITERIA - FINANCIAL**

The minimum value of any of the above work satisfactorily executed during the last 7(seven) years to be reckoned from original bid closing date should be for one single Contract of value Rs.17.40 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.**

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

- 2.3 PF code number issued by the appropriate Govt. authority or exemption certificate from the concerned authority or a declaration in stamped paper that provisions of the PF act are not applicable to him/them and in case PF is to be deposited later on, the same will be deposited by the bidder.
- 2.4 PAN and GST Registration number.
- 2.5 Documentary evidence in support of sound financial standing and Bank Account.
- 2.6 The contractor/firm should have annual financial turnover of atleast Rs.10.44 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/Cost Accountant Firm indicating their Membership & Firm Registration number.

- 2.7 All the certificates and documentary evidences required to be submitted in support of Para 2.1 to 2.6 above should be legible. Illegible /incomplete certificates or documents will not be considered for evaluation.
- 2.8 Contractors/Firms must fully mobilize all equipment and personnel and be prepared to commence work within 7 days from the date of issue of Work Order. Contractors/Firms must provide categorical confirmation of their capability and intent to meet this timing in their Bid.
- 2.9 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 (01) number
  - (iv) Sump pump : One (01) number
  - (v) Concrete Mixer Machine : One (01) number
- 2.10 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.
- 2.11 The Partnership Firm having Joint Ventures/Consortium/Tie-up will be qualified to quote against the tender subject to the following:



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- (i) Any one of the members/partners must be having experience of similar works.
- (ii) They have proper and valid MOU clearly indicating the role and responsibility matrix of each member.
- (iii) Any one of the partner/member of Joint Ventures/ Consortium/ Tie-up must meet the qualifying criteria as indicated in para 2.1 and 2.2 above.
- (iv) Atleast one of the partner/member should meet the financial turnover criteria specified in clause 2.6 above & the other partners/members should have financial turnover of minimum Rs.2.61 lakhs in any of the preceding 3(three) financial years.
- (v) One of the partner/member must confirm unconditional acceptance of full responsibility of executing the contract.

### **3.0 CRITERIA - GENERAL**

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

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

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

The quantities given in the Price Bid Format (Part-II) against each items are requirements for **“Repairing of pot holes with premixing developed at the existing approach road of 4.6km long, originating from the Junction point of NH-214 at 10th mile Stone leading to Loc GDK#1,Gedellanka under Mummidivaram Mandal with light jungle cutting repairing of side berm including supply of all materials and machinery”**

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

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

- (b) The estimated quantities indicated in Part-II against each item are for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual site requirement and payment will be made for the actual work done/materials supplied.

**END OF PART - V**

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

**CHIEF GENERAL MANAGER (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:

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

**To:**  
**Oil India Limited,**  
**Door. No. 11-4-7 (3<sup>rd</sup> Floor)**  
**Nookamma Temple Street**  
**Kakinada - 533004**  
**Andhra Pradesh**  
**India**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ 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 as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (name and address of the bank) \_\_\_\_\_ (hereinafter called "the Bank") have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ in words) (\_\_\_\_\_), such amount 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 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 also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the Bank.

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

This guarantee is valid until the date \_\_\_\_\_ (9 months after the Contract completion date).

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

**TENDER NO: CEI9748P19**

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note: If Bank Guarantee is submitted towards 'Performance Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.**

\*\*\*\*\*

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

To,

**OIL INDIA LIMITED**  
**Door. No. 11-4-7 (3<sup>rd</sup> Floor)**  
**Nookalamma Temple Street**  
**Kakinada - 533004**  
**Andhra Pradesh**  
**India**

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of \_\_\_\_\_ (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 said Bank this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo-moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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 any of the conditions, specifying the occurred condition or conditions.

This guarantee will 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.

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

**TENDER NO: CEI9748P19**

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and 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 120 days from the Bid Closing date.

**Note: If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.**

\*\*\*\*\*

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

**INDIRECT TAXES/ GST**

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



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

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No.** \_\_\_\_\_

To,  
Chief General Manager(KGB&BEP)  
Oil India Limited  
KG Basin Project  
Kakinada, India

**Sir,**

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

XXXXXXXXXXXXXXXXX