

Notice Inviting Tenders

Oil India Limited (OIL) invites Competitive Sealed bids from local eligible bidders for the following services for its Rajasthan Project, Jodhpur.

Tender No.& Services	Tender Fee	Earnest Money	Bid Closing Date & Time	Bid Opening Date & Time
JCO 3625 P10 : Construction of Approach road Approximate 1.5 km length, plinth & campsite and foundation for one Location including supply of all the materials except cement at Block NELP II approximate 75 km away from Sultana/Mohangarh in the District of Jaisalmer	Rs. 500/-	Rs. 33,000/-	07/07/2009 15:15 Hrs. IST	07/07/2009 15:30 Hrs. IST
JCO 3626 P10 : Construction of Approach road Approximate 1.5 km length, plinth & campsite and foundation for one Location including supply of all the materials except cement at Block NELP IV approximate 50 km away from Sobhasar/Lunkaransar in the District of Bikaner	Rs. 500/-	Rs. 30,000/-	07/07/2009 15:15 Hrs. IST	07/07/2009 15:30 Hrs. IST

Non-transferable bid documents can be purchased from the **Offices of Chief Manager (M&C), Oil India Limited, 12 Old Residency Road, Jodhpur-342 011** on application and payment of tender fees through demand draft drawn in favor of Oil India Limited. Public Sector Undertakings and SSI units are exempted from tender fee. Tender documents will be on sale from 08/06/2009 till one day prior to the respective Bid Closing date.

OIL reserves the right to refuse issue of tender documents to such parties, about whose competence OIL is not satisfied, even on payment of tender fee. Company's decision in this regard shall be final. OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Please visit us at www.oil-india.com



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) मंचीकृत कर्पोरेशन: दुल्लिखारण, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

Rajasthan Project
12 Old Residency Road, Jodhpur
Rajasthan, India.
Phone/Fax -0291-2438174
Email: mat_rp@oilindia.in

Srl. No. _____

Issued to M/s. _____
(Name & Address of Firm) _____

Signature of Tender Issuing Officer:

FORWARDING LETTER

Tender No. JCO3625 P10, Dated – 04/06/2009

Bid Closing Date and Time: 07/07/2009 at 15:15Hrs.

Bid Opening Date and Time: 07/07/2009 at 15:30 Hrs.

Construction of approach road approximate 1.5 km length, plinth & campsite and foundation for one Location including supply of all the materials except cement at Block NELP II approximate 75 km away from Sultana/Mohangarh in the District of Jaisalmer

1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed tenders, under single stage two Bid system, from financially sound and experienced Civil Engineering Contractors for Civil works detailed in schedule of works Part-II and as per the terms and conditions detailed in the draft agreement enclosed as Part-I (Conditions of Agreement), Part-III (Special Instructions & Specifications), and Part-IV (Special Conditions of Agreement).

2.0 SUBMISSION OF OFFER:

2.1 The bid should be prepared under SINGLE STAGE TWO BID SYSTEM. The bid should comprise of TECHNICAL BID and PRICED BID separately. The bidders are to submit the offers by duly filling in the rates in Part-II (PRICE BID) and submitting Part-I, III and IV (TECHNICAL BID) enclosed herewith, by duly signing each page with official stamp as token of acceptance of the terms and conditions of the contract, in the event of award of the contract on them.

2.2 The technical bid (un-priced) should comprise of all the documentary evidences/undertakings required to be submitted as per the “Bid Rejection and Bid Evaluation Criteria” (BRC/BEC) as detailed in Part-V, without including any price, in addition to the following:

- a) PAN & PF code number issued by appropriate Govt. authority.
- b) VAT Registration number issued by appropriate Govt. authority.
- c) Documentary evidence in support of sound financial standing and Bank Account No. from any Nationalized Bank.
- d) Income tax clearance Certificates.
- e) EARNEST MONEY DEPOSIT (EMD) of Rs.33,000/- (Rupees Thirty Three Thousand only) through a Bank Draft /Banker’s Cheque drawn in favour of OIL INDIA LIMITED, JODHPUR. The Earnest Money shall be refunded to all the unsuccessful bidders. However, the EMD, will be forfeited in full should any bidder withdraws his bid after the scheduled Bid Closing time and date or fails to undertake the work, if allotted. Tender received without earnest money in the manner as specified above will be summarily rejected. The earnest money shall not accrue any interest.

2.3 The ‘Technical Bid’ should be sealed in an envelope and marked ‘TECHNICAL BID’. The rates quoted (inclusive of all taxes) in the Part-II by the bidder will be treated as the ‘Priced Bid’ and should be sealed in a separate envelope marked ‘PRICED BID’. Both the envelopes (Technical & Priced Bid) should be sealed in another envelope and be submitted as detailed under.

2.4 Offers should be sent in sealed covers, addressed to Executive Director (RP), Attn : CM(M&C), OIL INDIA LIMITED, RAJASTHAN PROJECT, 12 OLD RESIDENCY ROAD, JODHPUR - 342 011, RAJASTHAN. The following details must be clearly marked on the cover containing the offers on the left hand side top corner:

- i) OIL’s Tender No:
- ii) Bid Closing date:
- iii) Brief Description of work:
- iv) Bidder’s Name:
- v) Technical Bid / Price Bid

2.5 The bidders, in their own interest are advised to drop their offers personally in the TENDER BOX kept in the office of Chief Manager (M&C), at 12 Old Residency Road, Jodhpur during working hours. Alternately, they may send the same through courier/registered post. The company will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reason.

- 2.6 Bids received after the bid closing date and time will be summarily rejected. No correspondence will be entertained regarding extension of bid closing date or delay in receipt of bid by the Company. Further more, the Company will not entertain any interim correspondence from the bidders after the bid closing date regarding the status of their offer.
- 2.7 The 'BID' will be opened on the above mentioned bid closing date and time in presence of duly authorized representatives of the bidders, if any, in the office of Chief Manager (M&C), OIL INDIA LIMITED at Jodhpur. The Company will evaluate the Technical Bid first and Priced Bids of only those bidders will be opened whose Technical Bids are found technically qualified, at a later date, which will be intimated to the bidders.
- 2.8 The bidders are advised to consult the Company in their own interest to assess the nature and extent of the works and the conditions under which it will be carried out, before submitting their bids.
- 2.9 OIL reserves the right to accept or reject any or all bids in part or in total without assigning any reason.
- 2.10 The bidders must declare the particulars of relatives, which include spouse, sons/daughters/brothers/sisters first uncles/cousins and their spouses working with OIL INDIA LIMITED, if any in the enclosed format.
- 3.0 **BID REJECTION CRITERIA & BID EVALUATION CRITERIA (BRC/BEC):**
- The Bid Rejection and Evaluation Criteria are detailed in Part-V hereof.
- 4.0 **BID VALIDITY**
- Bids should be valid for acceptance for a period of 75 (seventy five) days from the scheduled Bid Closing Date.
- 5.0 The "General Conditions of Contract 1968", Part-VI, is not enclosed. However, it will form a part of the Contract. Interested bidders may see the same in this office from 10.00 Hrs to 12.00 Hrs on all working days.
- 6.0 OIL reserves the right to award contracts to more than one bidder against this tender.
- 7.0 OIL reserves the right to accept or reject all bids and to nullify the bidding process at any time prior to award of Agreement, without thereby incurring any liability to the affected bidder or bidders or obligation to inform the affected bidder or bidders of the grounds for the Company's action.

8.0 In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.

(S.K.Gogoi)

Sr. Manager(Materials)

For Chief Manager (M&C)

For Executive Director (RP)

PART – I

Construction of Approach road approximate 1.5 km length, plinth & campsite and foundation for one Location including supply of all the materials except cement at Block NELP II approximate 75 km away from Sultana/Mohangarh in the District of Jaisalmer

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 12, Old Residency Road, Jodhpur – 342 011 (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.

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 the Oil India Limited 1968 General Conditions of Agreement as given in Part-VI and 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 of work site.

(b) In this contract all words and expressions shall have the same meanings as are respectively assigned to them in the 1968 General Conditions of Agreement of Oil India Limited which the Service Provider has perused and is fully conversant with before entering into this contract.

(c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything therein contained being inconsistent with any term or terms of the 1968 General Conditions of contract of Oil India Limited, the said term or terms of the 1968 General Conditions of Agreement, to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for all incidental and contingent work which, although not specifically mentioned in this contract, are necessary for this completion in a sound and workman-like manner.
- 3.0 The Company’s Engineer shall have power to -
 - (a) Reduce the rates of which payments shall be made if the quality of the work, although acceptable, is not up to the required standard, set forth in the Company’s standard specifications which have been perused and fully understood by the Contractor.

- (b) Order the Contractor to remove any inferior materials from the work site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expense.
- (c) Order the Contractor to remove or replace any workman whom he (the Engineer) considers incompetent or unsuitable. The Engineer's opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.
- (d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.
- (e) Order deviations in Part-II and III of this contract after obtaining approval from Company's management. All such deviation orders shall be in writing and shall show the financial effect, if any, if such deviation 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 Rate of Rajasthan P.W.D. in force on the date of issue of such deviation order.
- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for work actually completed under this contract. The Contractor shall have no objection to carry our work in excess of the quantities stipulated in Part-II, if so ordered by the Company with the same rates, terms and conditions.
- 5.0 The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this contract particularly for execution of this Contract up to the date of cancellation of the contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.
- 6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:-
- i) The Mines Act.
 - ii) The Minimum Wages Act.
 - iii) The workmen's compensation Act.
 - iv) The payment of Wages Act.
 - v) The payment of Bonus Act., 1965.

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

- 7.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.
- 8.0 **Work Completion Time:** The Contractor must commence the work within 7 days of issue of work order and the work should be completed within 2 months. Non compliance of this time schedule will call for imposition of liquidated damage.
- 9.0 **Validity of the Contract:** The rates against the contract shall remain valid till the completion of work from the date of letter of award of the contract.
- 10.0 **Schedule of Rates:** The Schedule of Rates, Part-II hereof, shall remain valid throughout the duration of the contract and payment to the Contractor will be made against work completed by them at the rates entered therein.
- 11.0 **Liquidated Damages:** Time is the essence of this contract and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent) of the total value of the item uncompleted, per week or part thereof, upto a maximum of 7.1/2” (seven & half percent) of the total value of the item will be deducted from the Contractor’s bill.
- 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 contract (all inclusive) is estimated to be Rs.33,00,000.00 (Approx.), but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of Rates which forms Part-II of this contract.
- 14.0 **Payment Terms:** Payment shall be made on monthly basis against work completed by the contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 15.0 **Retention Money:** 10% retention money will be deducted from the monthly bills towards performance guarantee which will be released after 6 (six) months from the date of

completion of the job after adjustment of compensation or loss due to the Company for any reason. The EMD will be returned along with the Retention Money.

- 16.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the contract labour (Regulations & Abolition) Act.
- 17.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 18.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 19.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89 (b) of the Indian Oil Mines Regulations 1984. The Company's representative shall not allow/accept those who are not provided with the same.
- 20.0 LIABILITY:
- 20.1 Except as otherwise expressly provided, neither 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 Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 20.2 Neither 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 Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.0 FORCE MAJEURE :
- 21.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of

the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

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

22.0 TERMINATION :

22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

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

22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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

22.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE :

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

22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

22.6 CONSEQUENCES OF TERMINATION:

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

22.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 7 successive days (not including Force Majeure delay), 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 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, 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 demobilise their personnel & materials.

23.0 ARBITRATION :

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

23.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended upto date by any statutory

modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.

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

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

Signed in the name and on behalf of:
M/s.
(CONTRACTOR)

Signature : _____

Name : _____
(Legal Power of Attorney)

In presence of:
Signature: _____

Name : _____

Signed in the name and on behalf of:
OIL INDIA LIMITED
(COMPANY)

Signature : _____

Name :
Designation:

In presence of:
Signature: _____

Name : _____

Tender No. JCO3625P10

Part-II

SCHEDULE OF WORK

Construction of approach road approximate 1.5 km length, plinth & campsite and foundation for one Location including supply of all the materials except cement at Block NELP II approximate 75 km away from Sultana/Mohangarh in the District of Jaisalmer

Sl.No.	Description	Unit	Qty	Rate	Total Amount
1	Supply & laying brush wood/senia (senia type) available as natural growth with all lead & lift (Brush wood to be laid on properly dressed sub grade & also to be laid closely & uniformly to cover to sub grade) completely as per Engineer-in-charge	SQM	20,000.00		
2	Collection & supply at site of work good quality red/white morrum as per specification in Part-III including cost of transportation & stacking complete. (Lead from quarry 110 km)	CUM	6,000.00		
3	Spreading & compaction of morrum gravel/stone to required camber & grade by road roller (8 to 10 tone capacity) including watering and cost of watering completed in 15cm or less thickness. Compacted layer of 95% density.	CUM	6,000.00		
4	E/W in cutting with lead upto 50m. & lift upto 1.5mtr. including dagbelling, finishing of formation to required camber & grade disposed soil to be levelled & dressed in ordinary sand.(for effluent pit).	CUM	3,000.00		
5	Extra earth work for breaking clods and laying of soil on layers not exceeding 250mm. in required side slopes, ramming etc. complete.	CUM	500.00		
6	Supply and fixing of 0.5mm thick HDPE sheet (Geo membrane) as per specification including laying and jointing by automatic hot wedge sealer with necessary anchoring at ground as directed by the EIC.	SQM	1,800.00		
7	P&F Km.stone ODR & village road (35cm x 93.50cm x 18cm size) including earth work cc (1:5:10) base size 50 x 50 x 30cm. including engraving letters & numbers painting.	Each	4.00		

8	E/W in excavation for foundation trenches including disposal of excavated earth lead up to 50m. & lift up to 1.5mtr. disposed earth to be leveled & neatly dressed.	CUM	100.00		
9	E/W in excavation for foundation trenches including disposal of excavated earth lead up to 50m. & lift from 1.5mtr. up to 3.0m disposed earth to be leveled & neatly dressed.	CUM	50.00		
10	Providing & laying cement concrete IS 456-1978 grade (1:3:6) with crusher broken stone grit maximum size 20mm. or below by means of power driven mixer machine & vibrator (Cement will be issued by the Company free of cost of OIL#s Stores Hamira) but excluding cost of centering & shuttering.	CUM	20.00		
11	RCC work in foundation footing bases of column etc. & mass concrete excluding cost of centering & shuttering & reinforcement & shuttering & reinforcement (IS 456-1978) grade 1:2:4 with crusher broken stone grit maximum size 20mm or below by means of power driven mixer machine and vibrator (Cement will be issued by the Company free of cost at OIL#s Stores Hamira).	CUM	125.00		
12	S&F reinforcement for RCC works including cost of binding wires, bending & placing in position complete as specified for steel bars.	KG	3,200.00		
13	Centering & shuttering including strutting, propping etc. & removal of form (steel plates/plywood will only be used) for foundation footings & wall etc.	SQM	100.00		
14	Plaster on new surface of walls in cement sand mortar 1:4 mix including racking of joints etc. complete with fine finish of 25cm. thick (Cement will issued by the Company from OIL#s Stores at Hamira)	SQM	20.00		

15	S & F of chain link fencing with angle iron posts 50 x 50 x 6mm place at every 3mtr. apart 30cm. in ground embedded in cement concrete 1:3:6 (30 x 30 x 45 cm) corner and every tenth cost to be strutted with (50 x 50 x 6mm) angle iron provided and fitted with post including earth work in excavation etc. completed with chain link size 100mm x 100mm. x 3.1mm.	SQM	1,475.00		
16	Providing & fixing steel gate grating and grills made of angles,tees,jalli,square bars or other flats black pipe with holdfast and fittings complete as per design and drawing including cutting, welding and fabrication with priming coat of red oxide.	KG	500.00		
17	Supplying services of Tractor Trolley with leveling blades for cleaning road, obstruction blown up sand, plinth & road grading for site at Siyasar field at Bikaner District. Rate inclusive of one operator,fuel,oil,grease etc. as required. The tractor will be deployed for period of 8 hrs (minimum) per day with hrs meter at a time during the duration of the contract.				
	a) Fixed Charge	PER DAY	200.00		
	b) Running HRS	PER HR	1,600.00		
18	Defination # this means item of labour which in the opinion of Engineer-in-charge would not be evaluated by the excepted methods of measurement. This item will involve skilled/unskilled labour. The rates to be inclusive of all tools & plants like powara, basket,pickaxes togaries etc. per day means actual working day of 08-10 hrs.				
	i) Skilled-mason/carpenter fitter/painter/blacksmith	PER DAY	5.00		
	ii) Unskilled/Helpers	PER MAN	10.00		

19	Providing, laying & fixing in position RCC spun or hume pipes ISI marked with proper jointing, in required slope packed in gasket of hume or spun yarn and neatly finished with rich grout of cement mortar (1:3) or having flexible rubber ring joint with made perfectly air and water tight including testing of joints for 600mm dia pipe (NP-3)	METER	30.00		
20	Brick masonry in foundation, plinth & super structure with bricks of class designation 75 in cement mortar 1:6 (1 cement : 6 course sand)	CUM	20.00		

Note: 1) The above prices are inclusive of statutory levies, taxes, duties, royalty etc.

2) The estimated quantities indicated above against each item are for evaluation purpose 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.

PART-III

SPECIAL INSTRUCTIONS & SPECIFICATIONS

1. The rates must be valid for entire agreement period for which the Contractor shall have no objection.
2. The Contractor shall engage measurement boxes for batching materials and concrete mixer machine with hopper lighting arrangement as per requirement.
3. 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.
4. The Contractor must commence the work within 7 days of issue of work order after obtaining labour clearance (See special condition 8.0 below).
5. 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 not 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.
6. Efficient workmen are to be engaged by the Contractor.
7. Materials rejected by the Company must be removed by Contractor from work site within 48 Hrs. of rejection, failing which the Company reserves the right to get the rejected materials removed under risk and cost of the Contractor.
8. The Contractor shall obtain labour clearance within seven (07) days of issue of firm Letter of Award of Contract by the Company.
9. 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.
10. The Contractor and his workmen are to strictly observe the safety/precautionary rules as per Mines Act while executing the work. They will also observe rules/regulations required by Govt. Agencies for working in border areas.
12. All statutory taxes/levies by the Central / State Govt. or other authority from time to time

- will be borne by the Contractor. Rates/Amounts under this agreement are inclusive of all taxes, royalty, sales tax 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.
13. All items of work are to be carried out as per sound engineering practice, as per relevant IS codes and latest detailed specifications of Rajasthan PWD.
 14. 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.
 15. 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.
 16. All debris, waste etc. to be cleared off and the surrounding areas to be leveled on completion of work.
 17. Morrum/gravel to be incorporated in the work will be taken from the quarry approved/selected by OIL's Engineer only.
 18. Morrum, aggregate, sand stone chips, bitumen to be incorporated in works must conform to the relevant detailed specification of Rajasthan PWD and specification contained in Basic schedule of Rates, including all latest Amendment. All taxes, Royalty etc payable will be on contractor's account.
 19. Steel reinforcement to be incorporated in R.C.C. works will be of approved ISI make. The Contractor will produce before the Engineer, purchase voucher from authorized source and test certificate before it is incorporated in the work. Steel purchased from unauthorized source and not having a test certificate conforming to ISI standards will be rejected. Binding wire for reinforcement will be provided by the Contractor at his cost.
 20. All cement (required for use under this agreement up to theoretical requirement as determined by Company's Engineer) will be issued free of cost from Company's stores complex at Hamira. The Contractor is to arrange transportation of cement from Hamira to site of work at his cost. His rates under this agreement are inclusive of all such handling/transportation charges of cement.
 21. The Contractor will provide a minimum of 6(six) cubic moulds of approved ISI size for making samples for testing quality of concrete while doing cement concrete work.
 22. All concrete works must be done as per IS code and instructions (minimum continuous 21 days). Curing will be done by pouring water on the concrete surfaces and the Contractor is responsible for providing labourer and water for the purpose for the entire duration of 21 days. In case the Contractor fails to carry out curing to the satisfaction of

- the Engineer, the Company will complete the curing work at the risk and cost of the Contractor.
23. 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.
 24. All classifications regarding soil in earth work item shall be in accordance with Engineer's decision which shall be on sound engineering practices and will therefore, be final and binding on the Contractor.
 25. The Contractor must provide adequate tools, accessories, vibrators, road rollers, concrete mixer, trucks, etc. in time for efficient execution of work as per instruction of the Engineer.
 26. Rates for collection of materials includes making of approach to quarry as required, removal of over-burn and unsuitable materials and dewatering to quarry, if necessary.
 27. No separate payment will be made to the Contractor for the following parts of items of work, which are included in the rates provided in the Schedule of Rates (Part-II).
 - a) Earth work involved in dressing – leveling up to 225 mm depth for making side anchoring for HDPE sheet, sub grade for road work/hard standing.
 - b) Earth work for packing soiling, if any.
 - c) Earth work for blindage aggregate.
 - d) Transportation of all men and materials to site of work.
 - e) Land sliding during excavation of foundation trench and necessary arrangement such as shoring, propping, scaffolding etc. made by the Contractor to prevent land slide.
 - f) Earth work for providing one-meter wide side beams on both side of road.
 28. The Contractor shall have no claim for any delay arising out of emergencies, or land disputes etc. outside the Company's control.
 29. GENERAL SPECIFICATION FOR ROAD WORKS/HARD STANDING
 - 29.1 The consolidated surface, either newly filled or any existing embankment or an existing road surface should be dressed to proper camber and grade and to be thoroughly rolled to full consolidation with 8 to 10 tonnes roller as directed, including filling the patches/depression as necessary, before laying brushwood murrum or stone metal as directed by Company Engineer.
 - 29.2 Earthen berm one meter wide on both side to be provided for retaining the murrum and stone metal, which should be raised up to 50 mm above the finished road level and fully compacted.
 - 29.3 The road construction materials to be properly stacked at roadside beyond the trafficable berms.

- 29.4 Loose morrum or stone metal is to be laid down to proper camber and grade & should be dry rolled to proper consolidation, using additional materials to fill the depression and voids as laid down in the specification and directed, finally compacting with watering to 95% proctor density.
- 29.5 Rates under Part-II of the contract are inclusive of all materials for permanent incorporation in the works except for cement which will be available free of cost at Hamira.
30. SPECIFICATION OF WORKS

Specification 1: (For laying Brushwood)

- a. Mark out the area to be graveled
- b. Prepare the already graded area to the required camber.
- c. Spread the brushwood uniformly without leaving gaps so that the minimum thickness at any place should be 7.5 Cm.

Specification 2: (For morrum road 230/150 mm)

- a. Spread the approved morrum above the brush wood is to the required grade and camber.
- b. Thickness of spreading loose should be 230 mm uniformly.
- c. Dry roll the surface with few rolls till partial compaction takes place with power road roller 8-10 tonns capacity.
- d. Any depressions formed during dry rolling should be made good with extra morrum and rerolled.
- e. Water the surface sufficiently and wet roll the surface with several rolls so that the minimum consolidation with required density in OMC can be attained.
- f. Provide 1.00 M width side berms on both sides.

SPECIFICATION 3: (For morrum road 450/300 mm)

- a. To be done in two layers of each 150 mm consolidated thickness.
- b. Same as Specification no. 2.

31. SUPPLY AND INSTALLATION OF HDPE SHEETS IN EFFLUENT PIT

- a) The HDPE sheets must meet the following ASTM D specifications
 - i) Resistance to wide range of chemicals acids etc. Temperature resistance up to 60 degree Celsius
 - ii) Density: 0.94 / cm³ (ASTM D 1505)
 - iii) Thickness: 0.50 mm (ASTM D 5199)
 - iv) Tensile strength (break): 14 kN/M (D6693)

Test certificate from the manufacturer has to be provided by the contractor.

- b) The ground surface after excavation should be properly shaped and compacted and the surface to be made smooth before laying of HDPE sheet.
 - c) The HDPE sheet will have to be unrolled using methods which will not damage the sheet and the underline surface. Spreader bar to be used for this purpose.
 - d) After laying the HDPE sheet the joint should be sealed with leisar comet instrument (hot sealing). To the maximum extend possible orientations of seams are to be kept parallel to the land slope i.e down not across. No. of seams at corner portions are to be minimized. The sheets are to be laid carefully so as not to produce any wrinkle.
 - e) Anchoring of HDPE sheets will have to be by excavating required earth and placing sheets and back filling the excavated earth so that the HDPE sheets do not fall into the effluent.
32. a.) In case no. of labourer is deficient on any day then pro rata deduction will be made.
- b) Quantities given in Part II is tentative for bid evaluation and payment will be made for actual work done only.
- c) Daily working hours shall be 8 (eight) hours (minimum) at actual work spot.

33. PARTICULAR SPECIFICATION & INSTRUMENTS -

AREA OF OPERATION:

Construction of Approach road Approximate 1.5 km length, plinth & campsite and foundation for one Location including supply of all the materials except cement at Block NELP II approximate 75 km away from Sultana/Mohangarh in the District of Jaisalmer

34. SCOPE OF WORK -

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

35. 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.

36. SPECIFICATION FOR WORKS -

All works will be carried out as per Company's standard specifications. However, for facility of work, the particular specifications A&B are enclosed hereto.

Note : 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.

37. PLANT

The Contractor will be fully responsible to ensure that the road roller is fully functional at the time of execution. The road roller will be deployed as directed by Engineer in charge. Tractor with leveling blade will be deployed anywhere at the discretion of the Company.

38. MATERIALS SUPPLY -

- (a) 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.
- (b) Supply should be so regulated that it is consumed on work (after proper measurement) quickly so that the road traffic is not hampered due to stacking space fouling with the carriageway.
- (c) Stacking of materials are to be carefully made so as not to –
 - i) Cause difference in content from the actual to that obtained from superficial measurement of sides and height
 - ii) Interfere with the roadway, or the passing places, involving risk of accident to vehicular and pedestrian traffic.
 - iii) If dumped at the incorrect place, the contractor must remove the materials to correct place as directed by the engineer in charge at his own cost.

41. 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.
- c) The materials is stacked properly and
- d) The materials are measured and measurements recorded in the Measurement Book by the Engineer/his representative and certified.

42. DEFAULT BY THE CONTRACTOR

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

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

- d) Supplying inferior grade of material.
- e) Carrying out work without instructions.
- f) Not carrying out safety measure, and
- 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.

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.)

PART – V

BID REJECTION / EVALUATION CRITERIA (BRC/BEC)

I. BID REJECTION CRITERIA

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

1.0 TECHNICAL

f) The bidder must have work experiences with State/Central Govt. Organizations/Public Sector Undertakings in any one of the following-

- i) Construction of graveled / WBM / premixing road.
- ii) Construction of RCC foundations, RCC buildings, boundary walls, RCC bridges.
- iii) Preparation of Oil well Drilling Locations.

g) The value of any of the above work satisfactorily executed during the last 7 (seven) years (ending last day of the month previous to the month of bid closing date) should be either of the following-

- i) One single contract of value more than Rs. 26.40 lakhs.
- ii) Two contracts, each one of value more than Rs. 16.50 lakhs.
- iii) Three contracts, each one of value more than Rs. 13.20 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.

h) The bidder must own in his/her/their own name/firm OR must produce an undertaking from the owners for providing services of the following minimum numbers of vehicles and equipment under good running condition for satisfactory completion of location preparation jobs, in the form of court affidavit:

- i) Dumper/truck : 2 Nos.
- ii) Excavator : 1 No.
- iii) Concrete mixing machine : 1 No.
- iv) Vibrator : 2 Nos.
- v) Water Tanker : 1 set

The documentary evidence of ownership /undertaking in the form of court affidavit and valid registration certificates /purchase documents of the above plants and equipment should be submitted along with the technical bid.

- i) The bidder have average annual financial turnover during the last 3 (three) years (ending 31/03/2008) of at least Rs. 13.20 lakhs. The proof of Annual Turnover should be either in the form of Audited Balance Sheet or Certificate from Chartered Accountant Firm indicating their membership / code number along with Profit & Loss Account.
- j) All the certificates and documentary evidences required to be submitted in support of Para 1.0(a to d) above should be clearly legible and duly attested by gazetted officer as well as by the applicant along with official seal. Illegible /incomplete certificates or documents will not be considered for evaluation.

Note: Contractors who executed similar works with OIL (mentioned in para 1.0(a) above) are not required to submit documentary evidence in support of para 1.0 (a, b, d, & e). However, they must submit copies of work-order of OIL for similar work carried out /completed by them in last 7 (seven) years and documentary evidences/certificates in support of para 1.0 (c).

- 1.2 Bidders must fully mobilize all equipment and personnel and be prepared to commence work within 07 days from the date of the notification of award of contract (Letter of Award). Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.

2.0 COMMERCIAL

- 2.1 Bids are to be submitted in duplicate under, a **Single-Stage-Two-Bid system i.e. Technical Bid** (un-priced) and **Priced Bid** submitted in separate sealed envelopes. Only the **Priced-Bid** should contain the quoted prices and rates. Non compliance of this will result in rejection of the Bid.
- 2.2 Bidders must quote in accordance with the price schedule outlined in **PRICE BID FORMAT & SCHEDULE OF WORK** (Part-II) of tender document, otherwise the Bid will be rejected.
- 2.3 Bidders shall furnish the “Earnest Money Deposit” for the amount as specified in Paragraph 2.2 (e) of the ‘Forwarding Letter’. Any Bid not accompanied by Earnest Money Deposit will be rejected
- 2.4 A Bid received through, or in the form of, a fax or email will be rejected.
- 2.5 Bid documents shall be typed and all pages of the original Bid shall be signed by the Bidder’s authorized representative.
- 2.6 Any interlineations, erasures or overwriting in the Bids necessary to correct errors made by Bidder, shall be initialed by the Bidder’s authorized representative. White/correcting fluid shall not be used for making corrections. A Bid not meeting these requirements shall be rejected.
- 2.7 Any Bid containing a false statement shall be rejected.

- 2.8 The Bid documents are not transferable. Offers received from unsolicited Bidders will be returned, unopened.
- 2.9 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected and returned unopened.
- 2.10 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price terms will be rejected.
- 2.11 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected.
 - Security Deposit Clause
 - Retention Money Clause
 - Tax liabilities Clause
 - Force Majeure Clause
 - Termination Clause
 - Arbitration Clause
 - Liability Clause

3.0 GENERAL

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

II. BID EVALUATION CRITERIA (BEC)

- 1.1 Bids will be technically evaluated on the requirements the tender. The equipment should meet the requirements and specifications in the Bid Document.
- 1.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender and conforming with the Bid Rejection Criteria will be evaluated using the Bid Evaluation Criteria.
- 1.3 The Priced-Bids will be evaluated using the rates quoted in the **PRICE BID FORMAT & SCHEDULE OF WORK** (Part-II) on the following basis;
 - (a) The quantities given in the Price Bid Format (Part-II) against each item are the requirements of Office Building at Hamira Stores. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added

to evaluate the total estimated value of the contract.

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

END OF PART – V