

OIL INDIA LIMITED
KG BASIN PROJECT
KAKINADA

Notice Inviting Tenders

Oil India Limited (OIL), KG Basin Project, 3rd Floor, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh invites Competitive sealed bids under Two Bid System from domestic bidders for the following:

- (i) Tender No. OIL/KGB/19 -Construction of approach road 210 M length, Plinth, road over plinth, providing and lowering 800mm (30”) dia casing pipe, effluent pit, laying of impervious layer, including RCC / CC foundations to suit E-1400 AC/SCR Rig outfit at Loc. 2, Balusitippa area of East Godavari District, Andhra Pradesh including supply of all materials. Tender Fee-Rs. 5,000.00.
- (ii) **Tender No. OIL/KGB/20 -Improvement/Strengthening of existing approach road from Katrinikona Market to Loc-2, Balusitippa area, East Godavari District, Andhra Pradesh including widening, crossing & turning points, laying of RCC Hume Pipe culvert etc. Length: 10.9 KM. Tender Fee-Rs. 2,000.00.**

Sale of Tender document at above office: from 27.08.2011, Bid closing date and time: 16.09.2011 at 15.00 Hrs. Techno-commercial Bid opening date and time: 16.09.2011 at 15.00 Hrs.at above office, Job completion time-12 Weeks. The Tender document may also be downloaded from Website. **For further details, visit: www.oil-india.com.**



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) में विकृत कर्तव्य: सुल्लारम, अरुण
Oil India Limited
(A Government of India Enterprise) Registered Office: Dulojan, Assam

KG Basin Project
#Door No.11-4-7,
Nookamma Temple Street,
Ramarao Peta
KAKINADA-533004. A.P.
Phone (O) 0884-2351857
FAX: 91-884-2352383
Email:oilkgbproject@gmail.com

Issued to: _____ Srl no.-----

Signature of Tender Issuing Officer

FORWARDING LETTER

Tender No. OIL/KGB/20 for Improvement/Strengthening of existing approach road from Katrinikona Market to Loc-2, Balusitippa area, East Godavari District, Andhra Pradesh including widening, crossing & turning points, laying of RCC Hume Pipe culvert etc. Length: 10.9 KM.

Bid Closing Date and Time: 16.09.2011 at 15:00Hrs.

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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 Survey Contractors for the 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 ISSUE OF TENDER DOCUMENTS

2.1 Non-transferable Tender Documents (Part-I to V including this Forwarding Letter) are to be purchased from the Office of GM (KGB & BEP), Oil India Limited, 3rd Floor, D. No. 11-4-7, Nookamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh, within office working hours from 27.08.2011, on application along with non-refundable tender fee amounting to Rs. 2,000.00 through demand draft drawn in favor of Oil India Limited payable at Kakinada. The bid documents are also available at Website **-www.oil-india.com** and interested tenderer may download the same. In such a case, the tenderer shall deposit the cost of tender documents along with submission of the tender, failing which the tender submitted shall not be considered. Public Sector Undertakings and SSI units are exempted from tender fee.

3.0 ELIGIBILITY CRITERIA:

3.1 The bidders must have the minimum work experience and other credentials as detailed in “Bid Rejection Criteria” in Part-V to be eligible/qualify for the tender.

4.0 PREPARATION & SUBMISSION OF BIDS:

4.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

4.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted as under:

Un-priced Techno-Commercial Bid and Price bids should be put in two separate envelopes with markings on them as A and B respectively as under :

Envelope-A: This envelope shall contain the Un-priced Techno-Commercial Bid (including bid security) and shall be super-scribed as Techno-Commercial Bid. In this envelope the bid containing all parts except the price bid shall be put in.

Envelope-B: This envelope shall contain the Price bid and shall be super-scribed as Price Bid.

Both the Envelopes i.e., Envelope-A & Envelope-B shall be put in one envelope and all markings like Tender No., Bid Closing Date, Bidder’s Name etc. shall be superscribed on it and will be addressed to GM(KGB & BEP), Oil India Limited, 3rd Floor, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh.

NOTE:

Envelope for Un-priced Techno-Commercial Bid shall also contain 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 issued by appropriate Govt. authority.
- (b) VAT Registration number issued by appropriate Govt. authority.
- (c) Documentary evidence in support of sound financial standing and Solvency certificate from any Nationalised Bank.

Also a copy of Part –II/V i.e. Priced Bid with price figures only blanked out is to be enclosed in this envelope.

Envelope for Price Bid shall contain price bid. The bidders shall be required to quote their rates & currencies (in case of ICB) and any other commercial information as specified, within the space(s) provided for the purpose. This

shall not be opened until the technical bid is examined as per bid evaluation criteria and after approval of the competent authority as per DOP to open it.

4.3 The envelope(s) shall be opened as under:

Envelope-A containing the Un-priced Techno-Commercial Bid should be opened on the Technical Bid Opening Time and Date by Bid Opening Officers.

Envelope-B containing the Price bid shall not be opened until the Techno-Bid is examined as per bid evaluation criteria and after approval of the competent authority of OIL.

4.4 BID SECURITY of Rs. 1,67,000.00 (Rupees One Lakh Sixty Seven Thousand) in the form of a Bank Draft /Banker's Cheque drawn in favour of OIL INDIA LIMITED, Kakinada must be submitted along with the Techno-commercial Bid in Envelope A, failing which the offer will not be considered further. The Bid Security will be forfeited in full should any bidder withdraw/alter his bid after the scheduled Bid Closing time/date and within the bid validity or fails to undertake the work, if allotted within the bid validity. The bid security will also be forfeited if the successful bidder does not furnish Performance Security within two weeks of notification of award of contract. Bids received without Bid Security in the manner as specified above will be summarily rejected. The Bid Security shall not accrue any interest. The Bid Security shall be returned to all the unsuccessful bidders after finalization of the tender. However, the Bid Security of the successful bidder will be returned after submission of Performance Security as per Clause 15.1 of Part-I.

4.5 The bidders, in their own interest are advised to deliver their bids personally to **GM(KGB & BEP), Oil India Limited**, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh. 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.

4.6 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. Furthermore, the Company will not entertain any interim correspondence from the bidders after the Bid Closing date regarding the status of their bid.

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

- 4.8 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.
- 4.9 OIL reserves the right to accept or reject any or all bids in part or in total without assigning any reason.
- 4.10 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 (Part-IV).
- 5.0 **BID REJECTION CRITERIA & BID EVALUATION CRITERIA (BRC/BEC):**
The Bid Rejection and Evaluation Criteria are detailed in Part-V hereof.
- 6.0 **BID VALIDITY**
Bids should be valid for acceptance for a period of 180 (one hundred and eighty days) days from the scheduled Bid Closing Date.
- 7.0 OIL reserves the right to award contracts to more than one bidder against this tender.
- 8.0 OIL reserves the right to accept or reject all bids or/and 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.
- 9.0 In the event of receipt of only a single offer against the tender within the B.C. date and time, OIL reserves the right to extend the B.C. date as deemed fit. 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 bids. OIL now looks forward your participation against the Tender.

10.0 **INTEGRITY PACT**

OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed vide Appendix-C of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent Signatory. The Proforma has to be returned by the Bidder (along with the Technical Bid) duly signed by the same Signatory who sign the bid. Any bid not accompanied by the Integrity Pact Proforma duly signed by the Bidder shall be rejected straight away. All pages of the Integrity Pact is to be signed by the bidder's authorized signatory who sign the bid.

11.0 **NAME OF INDEPENDENT EXTERNAL MONITOR** :

(i) Shri N. Gopalsaswami, IAS (Retd.) Phone: 91-44-2834-2444(Res.),
96001 44444 (Mobile). E-mail: gopalswamin@gmail.com

(ii) Shri Ramesh Chandra Agarwal, IPS. Phone: +91-9810787089, 91-11-
22752749. E-mail: rcagarwal@rediffmail.com.

Thanking you.

Yours faithfully
Oil India Limited

(G C Dev Choudhury)
Chief Manager (Materials)
For General Manager(KGB & BEP)

PART – I

Tender No. OIL/KGB/20 for Improvement/Strengthening of existing approach road from Katrinikona Market to Loc-2, Balusitippa area, East Godavari District, Andhra Pradesh including widening, crossing & turning points, laying of RCC Hume Pipe culvert etc. Length: 10.9 KM.

CONDITIONS OF AGREEMENT

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

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

- a) The "Agreement" means the Contract entered into between the Company and Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) The "Agreement Price" means the prices/costs/rates payable by Company to the Contractor under the agreement for the full and proper performance of its Contractual obligations.
- c) The "Work" means each and every activity described in the Schedule of Work/ Specifications, detailed in Part-II.
- d) "Company" means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) "Contractor" means the individual or firm or Company performing the "Work" under this Agreement and its executors, successors and assignees.
- f) "Contractor's personnel" means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) "Company Personnel" means the personnel to be provided by the Company. The Representative/Engineer of the Company are also

included in the Company's personnel. The Company's Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.

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

WITNESSETH:

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

(b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Part-II of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company's Engineer shall have power to -
 - (a) Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not up to the required standard, set forth in the

Company's standard specifications which have been perused and fully understood by the Contractor.

(b) Order the Contractor to remove any inferior materials from the work site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expense.

(c) Order the Contractor to remove or replace any workman whom he (the Engineer) considers incompetent or unsuitable. The Engineer's opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.

(d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.

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

4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for work actually completed under this Agreement. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II, if so ordered by the Company at the same rates, terms and conditions.

5.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement particularly for execution of this Agreement up to the date of cancellation of the Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:-

- i) The Mines Act.
- ii) The Minimum Wages Act.
- iii) The Workmen's Compensation Act.
- iv) The Payment of Wages Act.
- v) The Payment of Bonus Act., 1965.

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

- 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 15 days of issue of Work Order and the work should be completed within 12 (Twelve) weeks from the date of issue of Work Order. Non compliance of this time schedule will call for imposition of liquidated damage.
- 9.0 **Validity of the Agreement:** The Agreement shall remain valid for a period of 12 (Twelve) 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 84, 26, 379.00 (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 Agreement.

14.0 **Payment Terms:** Payment shall be made against work completed by the Contractor after deducting the retention money @ 7.5% of the running bills. Taxes will be deducted at source as per the existing Act, wherever applicable.

15.0 **Performance Security:**

Within two weeks of issue of Notification of Award of the Agreement, the successful bidder shall furnish Performance Security to the Company in the Form of a Bank Draft or Bank Guarantee from a scheduled bank located in India as per format provided in Appendix-B of the Bid Document. The amount of Performance Security shall be equivalent to 2.5% (Two point Five percent) of the total evaluated value of the Agreement. A Performance Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located in Kakinada, Andhra Pradesh. The proceeds of the Performance Security shall be payable to the Company as compensation for any loss resulting from Contractor's failure to complete his/her obligations under the Agreement. The Performance Security shall be valid till six months beyond the validity of the Agreement.

16.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the contract labour (Regulations & Abolition) Act.

17.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.

18.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.

19.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89 (b) of the Indian Oil Mines Regulations 1984. The Company's representative shall not allow/accept those who are not provided with the same.

20.0 LIABILITY:

20.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment and/or loss or damage to the property of Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

20.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.0 FORCE MAJEURE:

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

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

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

22.0 TERMINATION:

22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

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

22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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

22.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

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

22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

22.6 CONSEQUENCES OF TERMINATION:

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

22.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 7 successive days (not including Force Majeure delay), the Company at its option, may terminate the Contract in its entirety

without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

- 22.8 Upon termination of the Contract, Contractor shall return to the Company all of Company's items, which are in Contractor's possession at the time.
- 22.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 22.1 to 22.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Contract up to the date of termination.
- 22.10 In the event of termination of contract, the Company will issue Notice of termination to the Contractor with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 23.0 ARBITRATION :
- 23.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.
- 23.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in New Delhi.
- 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).

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)	Signed in the name and on behalf of: OIL INDIA LIMITED (COMPANY)
Signature : _____	Signature : _____
Name : _____ (Legal Power of Attorney)	Name : Designation:
In presence of: Signature: _____	In presence of: Signature: _____
Name : _____	Name : _____

END OF PART - I

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

GM(KGB & BEP)

Sub: Safety Measures against Contract no:

Description of Work/Services: **Improvement/Strengthening of existing approach road from Katrinikona Market to Loc-2, Balusitippa area, East Godavari District, Andhra Pradesh including widening, crossing & turning points, laying of RCC Hume Pipe culvert etc. Length: 10.9 KM.**

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

M/S.....

Contractor
For & On Behalf of

Seal:
Date:

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

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

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

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

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

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

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

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

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

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

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as “The Principal”

And

----- hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future

contracts

1. If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
3. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
5. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or

less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

For the Principal

For the Bidder/Contractor

Place

Witness 1 :

Date

Witness 2 :

Part-II & Part V
Scope of work and Price Bid format

Sl no	Description of Item	Unit	Quantity	Estimated rate(Rs.)	Rate quoted	Total as per quote(Rs.)
1	Clearing heavy Jungle,	Sqm	1000	2.20		
2	Uprooting and removing stumps of other kind trees including stacking of girth, 30 to 100 cm.	No	200	24.00		
3	Supply of sandy soil including excavation, loading at sources, transportation unloading and filling at site work with all lead and lift with sandy soil in layers of 22.5 cm thick each layer including sectioning, watering, consolidation by 8 to 10 ton power roller etc. complete as directed by EIC. Note:- 1) Finding the source of sandy soil will be the responsibility of contractor. 2) Deduction of 5% shall be made for the quantity measured after consolidation for payment purpose. Supply by the Truck.	Cum	5094	529.00		
4	Collection of supply of laterite soiling stone of 100mm 150mm size, including loading, transportation, unloading at site of work and staking the site etc. complete all as directed by Engineer in Charge	Cum	857.50	951.05		
5	Labour charges for spreading and hand packing of soling stone of laterite solining stone of 150mm size, and consolidation of soling	Cum	987.50	141.28		

	stone and rolling with 8 to 10 tonne capacity road roller including hire and operational charges of power road roller and watering etc.,, complete all as directed by Engineer in-charge.					
6	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 N 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.	Cum	1404.75	2,444.40		
7	Collection and supply of good quality Gravel including loading, transportation, unloading at site work and stacking to measurable standard gauge stacks etc	Cum	130	950.80		
8	Dressing and leveling	M2	17000.00	7.84		
9	Excavation for open drain Ordinary Soil-Manual Means - Upto 3 m depth	M3	5900	71.40		
10	RCC Hume pipes Class NP-3,900 mm dia	M	20	4,720.00		
11	RCC Hume pipes Class NP-3,600 mm dia	M	40	2,316.00		
12	Providing and laying Plain Cement Concrete in 1:3:6 (1: cement, 3: course sand, 6: hard broken 40mm size and downgraded machine crushed granite verity	M3	10.86	3,638.50		

	metal) excluding the cost of centering and shuttering including curing etc Complete.(excluding cost of centering & shuttering)					
13	Providing and Laying R.C.C(1:1.5:3) (1-Cement, 1.5-Sand, 3-20mm Nominal size and downgraded hard broken machine crushed granite metal) including machine mixing Consolidation, Curing etc.,complete (Excluding cost of centering and shuttering) all works upto plinth for legs, pumps, power pact, PCR cellar, Sump, Cement silo, Barrytes silo, Decender/desilter pad, pillow foundations	M3	33.00	5,873.90		
14	Making, Fixing, Striking for Shuttering works for legs, pumps, power pacts, PCR, Cellar, Sump, Cement Silo, Barrytes Silo, Decender/desilter pad, pillow Foundations	M2	75	352.00		
15	Brick Masonry in CM 1:6 with 2nd class Brick traditional size 23 x 11 x 7	Cum	15.00	3,246.20		
16	Demolishing R.C.C work manually by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 Meters lead as per direction of Engineer-in-charges.	cum	22	2,125.00		
17	Reinforcement for R.C.C work i/c straightening, cutting, bending, placing	kg	2200	45.66		

	in position and binding all complete Tor and medium/tensile steel bars etc complete all as directed by EIC					
18	Engaging 2 to 5 HP capacity diesel Engine pump for pumping of water wherever necessary required including hire charges, fuel and operational charges of pump etc., complete all as directed by Engineer In-charge.	Hour	120	125.00		
TOTAL ESTIMATED COST						

END OF PART - II

Part-III

Special Instructions & specifications

SPECIAL INSTRUCTIONS

1. The rates must be valid for entire agreement period for which the Contractor shall have no objection.
2. The Company will constantly watch the progress made by the Contractor in the time frame mentioned above. In case the Contractor fails to achieve progress commensurating with time elapsed at any point of time within the allotted period, the Company reserves the right to carry out the remaining work, through any other agency. The additional cost, if any, incurred by the Company in getting the remaining work completed through any other agency will be recovered from the Contractor.
3. The Contractor must commence the work within 15 days of issue of work order after obtaining labour clearance (See special condition 8.0 below).
4. The Company reserves the right to ask the Contractor to carry out work more than the quantities mentioned in Part-II of the contract at the same rates, terms and conditions to which the Contractor shall have no objection. Likewise, the quantities of work to be executed may be reduced by the Company, to which the Contractor will have no objection. The Contractor will be paid for actual quantities of work executed by him at the directions of the Company, and at rates agreed in the contract.
5. Efficient workmen are to be engaged by the Contractor.
6. Materials rejected by the Company must be removed by Contractor from work site within 48 Hrs. of rejection, failing which the Company reserves the right to get the rejected materials removed under risk and cost of the Contractor.
7. The Contractor shall obtain labour clearance within seven (07) days of issue of firm Letter of Award of Contract by the Company.
8. The Company reserves the right to get the part or whole work completed under risk and cost of the Contractor, if the Contractor fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.
9. All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this

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

10. All items of work are to be carried out as per sound engineering practice, as per relevant IS codes and latest detailed specifications of State PWD, Andhra Pradesh, CPWD.
11. Electricity if required at any site of work during execution under this contract will have to be arranged by the Contractor at his own cost.
12. Contractor will be responsible for supply & transportation of water to work site in the required quantities both for construction works and drinking purpose of his workers.
13. All debris, waste etc. to be cleared off and the surrounding areas to be leveled on completion of work.
14. All materials required for the work must be as per the approved list as provided in the tender documents. The Contractor will produce before the Engineer, purchase voucher from authorized source and test certificate before it is incorporated in the work. Materials purchased from unauthorized source and not having a test certificate conforming to ISI standards will be rejected.
15. The Contractor must provide experienced and qualified Supervisor for continuous and efficient supervision of works. The name of such persons shall be intimated to the Company.
16. The Contractor must provide adequate tools, accessories. in time for efficient execution of work as per instruction of the Engineer.
17. The Contractor shall have no claim for any delay arising out of emergencies, or land disputes etc. outside the Company's control.
18. Rates under Part-II of the contract are inclusive of all materials for permanent incorporation in the works.
19. SCOPE OF WORK -
The works under this agreement is as per the schedule given in Part-II.
20. PROCEDURE FOR EXECUTION OF WORK -
 - (a) The Contractor must keep daily contact with Engineer in charge to receive

instructions regarding work. The Engineer in charge shall be free to take action against the Contractor as per terms of this contract.

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

21. SPECIFICATION FOR WORKS -

All works will be carried out as per the standard specifications of the contract

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

22. MATERIALS SUPPLY -

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

23. MATERIALS USE OF -

No materials must be used on work unless:-

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

24. Warranty:

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

24. DEFAULT BY THE CONTRACTOR:

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

- (a) Not maintaining the desired progress of work.
- (b) Neglecting to carry out certain aspect of the work.
- (c) Carrying out work at a specification lower than the intended.
- (d) Supplying inferior grade of material.
- (e) Carrying out work without instructions.
- (f) Not carrying out safety measure

- (g) Not carrying out work as per instructions.
- (h) Other defects as pointed out to the party.

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

END OF PART - III

PART - IV

SPECIAL CONDITION

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

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

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

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

I hereby certify that:

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

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

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

(Please strike out whichever is not applicable.)

END OF PART - IV

PART – V

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

I. BID REJECTION CRITERIA

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

1.0 TECHNICAL

1.1 Experiences of having successfully completed **similar works** during last 7 years ending on 30.07.2011.

“Similar work” mentioned above means the following:

Construction of Exploratory and Development Drilling Locations and approach roads leading to Drilling Locations with gravel / WBM / Premixed roads.

1.2 The minimum value of any of the above work satisfactorily executed during the last 7 (seven) years ending on 30.07.2011 should be either of the following:

- i. One single contract of value not less than Rs 68.00 lakhs
- ii. Two contracts, each one of value not less than Rs. 43.00 lakhs
- iii. Three contracts, each one of value not less than Rs. 34.00 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.

1.3 PF code number issued by the appropriate Govt. authority or exemption certificate from the concerned authority or a declaration in stamped paper that provisions of the PF act are not applicable to him/them and in case PF is to be deposited later on ,the same will be deposited by the bidder.

In case, the bidder does not have the PF code number, he/they must provide an undertaking stating that the same will be provided before commencement of the jobs.

- 1.4 PAN and VAT Registration number.
- 1.5 Documentary evidence in support of sound financial standing and Bank Account.
- 1.6 The bidder should have average annual financial turnover for the last 3 (three) accounting years should be at least Rs. 26.00 lakhs. The proof of Annual Turnover should be either in the form of Audited Balance Sheet/Audited Annual Reports or Certificate from Chartered Accountant Firm indicating their Membership / code number along with Profit & Loss Account.
- 1.7 All the certificates and documentary evidences required to be submitted in support of Para 1.0(1.1 to 1.5) above should be clearly legible and duly attested by gazetted officer as well as by the applicant along with official seal. Illegible /incomplete certificates or documents will not be considered for evaluation.
- 1.8 Bidders must fully mobilize all equipment and personnel and be prepared to commence work within 15 days from the date of issue of Work Order. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.
- 1.9 The bidders must be possessed /Owned 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) Concrete mixing machine One (01) number
 - (iv) Sump pump One (01) number
- 1.10 The contractor/firm must have their own competent persons who have sufficient knowledge to go through the specifications of the contract, sort out minor difficulties/details of site and ensure the execution of the works according to our requirements and as per the scope of the contract. The persons must be capability to work in all types of terrain, hazardous area, hill etc.
- 1.11 The Firm having Joint Ventures/Consortium/Tie-up will be qualified to quote against the Tender subject to the following:
 - (i) Each 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 of the partners of Joint Ventures/Consortium/Tie-up must meet the qualifying criteria as indicated in (A) above.
- (iv) One of the partners must confirm unconditional acceptance of full responsibility of executing the contract.

2.0 **COMMERCIAL**

2.1 Bids are to be submitted in duplicate under, a **Single-Stage-Two-Bid system i.e. Techno-commercial 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.**

Bidders should quote their rates against individual items. The rates shall be quoted within (+/-) 10% on the internal estimate against individual items as specified in Schedule of Works (Part-II) subject to the limit of overall percentage from (-10%) to at par of the internal estimated contract cost. However the bids with overall percentage quoted at below (-10%) and above the internal estimated cost will be rejected outright. The rates shall be in figures as well as in words. No overwriting shall be allowed, but all corrections must be inserted in the blank space above the figure / word and must be initialed. In case of discrepancy, the rates quoted in words shall be considered. In case of any identical situation, the L-1 bidder will be decided through draw of lots.

2.3 Bidders shall furnish the “**BID SECURITY**” for the amount as specified in Paragraph 4.4 of the ‘Forwarding Letter’. Any Bid not accompanied by Bid Security will be rejected

2.4 A Bid received through, or in the form of, a fax or email will be rejected.

2.5 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	- Termination Clause
- Tax liabilities Clause	- Arbitration Clause
- Force Majeure Clause	- Liability Clause

3.0 GENERAL

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

II. BID EVALUATION CRITERIA (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 to the Bid Rejection Criteria will be evaluated using the Bid Evaluation Criteria.
- 1.3 The Priced-Bids will be evaluated using the rates quoted in the **PRICE BID FORMAT & SCHEDULE OF WORK** (Part-II) on the following basis:

The quantities given in the Price Bid Format (Part-II) against each item are the requirements for Improvement/Strengthening of existing approach road from Katrinikona Market to Loc-2, Balusitippa area, East Godavari District, Andhra

Pradesh including widening, crossing & turning points, laying of RCC Hume Pipe culvert etc. Length: 10.9 KM.

- (a) 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