

TENDER NO. ECP6950L16

Tender No. ECP6950L16 for provision of Office Space at Kakinada has been addressed to the following short listed Parties selected through Expression of Interest (EOI):

- (i) K. Srinivas Vara Prasad
- (ii) Y. Rajani Kumari
- (iii) N. Satya Lakshmi & N.V.V. Vinod
- (iv) Smt. V. Kanaka Chamundeswari

The interested Parties, other than above who meet the 'criteria'-Srl 1 through Srl. 13 as indicated in Annexure-1 may also apply for issue of Tender documents. Such application must reach Project office at Kakinada on or before **25.04.2015**. The application must be complete in all respects and the same should accompany all the requisite documents to substantiate eligibility 'criteria'-Srl 1 through Srl. 13 as indicated in Annexure-1, failing which the application will be treated as rejected. Further, the issue of tender document will be subjected to inspection of the offered premises. Late application and any delay by post/courier will not be entertained.



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

KG Basin Project

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

To,

Tender No. & Date	:	ECP6950L16 of 17.04.2015
Bid Closing/ Opening Date and time	:	01.05.2015 at 15.30hrs.(IST)

Dear Sir/Madam,

Subject: **OIL's Tender No. ECP6950L16 for Provision of Office Space at Kakinada**

Oil India Limited (OIL) intends to have a provision of Office Space for a period of 5 (five) years, extendable by further 5 (five) years at a mutually agreed rate & terms and conditions, at the discretion of OIL and invites your offer in Single Stage Composite Bid System for the same.

1.0 SUBMISSION OF BID:

1.1 Offers should be sent in duplicate in a sealed envelope. The original offer in bidder's own original letter head duly signed by authorised signatory and stamped should be marked as ORIGINAL and the other copy as DUPLICATE. Both the copies of offer should be put in a sealed envelope bearing the following details on the left hand top corner:

- Oil India Ltd.'s Tender No.
- Bid closing date
- Brief Description of tender
- Bidder's Name, official address with Phone Nos. & Email address.

- 1.2 Bidders, in their own interest, are advised to drop their offers personally in the Tender Box at the office of “**GGM (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh**”. Alternatively, they may send their offers through Registered Post/Courier services. OIL will not be responsible for any delay, wrong delivery or non-delivery of the offer.
- 1.3 Any offer not complying with the above submission procedure will be rejected.
- 1.4 Bids must be submitted in original. No offer should be sent by Telex/Cable/Fax/E-mail/telephone unless specifically asked for in writing. Bids not complying with above will be rejected.

2.0 DEADLINE FOR SUBMISSION OF BIDS:

- 2.1 Offers must be received at this office before the Bid Closing date & time mentioned in the Notice Inviting Tender (NIT).
- 2.2 Timely delivery of the offer at the above address is the responsibility of the bidder.

3.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:

- 3.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 3.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

4.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

5.0 RETURN OF LATE BIDS:

- 5.1 Bids received after Bid Closing Date & time will be treated as “Late Bids”. In case of tenders where Bid Security has been called for, the late bids shall be returned to the bidders immediately. In all other cases, the late bids will be destroyed by OIL.

6.0 OPENING OF TENDERS:

- 6.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter must be

produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

6.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

7.0 Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Appendix-A Integrity Pact" of the tender document. 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 techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway.

(Note: Shri Raghaw Sharan Pandey, IAS (Retd.) and Shri Rajiv Mathur, IPS (Retd.) have been appointed as Independent External Monitors).

8.0 OIL now looks forward to your active participation in the Tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(B. Brahma)
Senior Purchase Officer
For Head-Materials (KGB & BEP)
For Group General Manager (KGB & BEP)

TECHNO-COMMERCIAL REQUIREMENTS

The offered Office must have the following facilities:

1. The offered space should have approximately 6000 sq. ft. of carpet area.
2. The building should be within 4 Km radius of District Collector's office.
3. Building should not be older than 5 (five) years and be well maintained with marble/ Vitrified flooring.
4. Atleast 10 (ten) cabins/rooms of approx. 100 sq. ft. each and open space for setting up atleast 10 (ten) cubicles and one conference room to accommodate minimum 20 (twenty) persons.
5. One Reception lobby of minimum size 200 sq. ft.
6. One kitchen cum pantry with refrigerator, wash basin, store room etc.
7. Standby generator set for uninterrupted power supply (includes air conditioners installed).
8. 24 hours uninterrupted water supply with water treatment facility like RO.
9. Adequate parking facility for at least 5 Vehicles.
10. Lift facility, if the building is more than two floors.
11. The building must have Emergency exit and adequate Fire protection facility.
12. Adequate number of toilets.
13. Centrally air-conditioned.
14. Documentary evidences to substantiate that the property offered possesses your/your firm's name and requisite clearances from Municipal Authority for using the property offered as Office.
15. As owner/authorized personnel of the said fenced area, you will have to handover the vacant possession of the area with related facilities as stated above free from all encumbrances.
16. Prior to taking over the possession of the Office Space, you will produce the receipts of up-to-date payment made in respect of water and electricity charges of the premises to be rented.

17. To ensure and confirm in writing that electricity and water connections are permanent ones and have not provided any temporary connections at the above premises.
18. All the taxes of public nature including house tax, ground rent, municipality taxes etc., presently levied or livable in respect of the premises will be payable by you.
19. All major repairs to be complied with for a proper use of the Office and to bring it to the stage of initial occupation shall be carried out by you immediately upon receiving the request from OIL, both owner or his representative and OIL will carry out joint inspection. On inspection damages/ repairs will be decided by the owner or his representative.
20. OIL will maintain all electrical and sanitary fittings and accessories in the Office in good working condition. In case any major defect develops in the fittings and accessories, the same will be repaired/ replaced by you at your cost. Further, you will arrange necessary cover for insurance of the premises against fire and earthquake and any other natural damage at your cost.
21. The premises including the site shall be maintained by you without any extra cost.

Note: If the offered space do not have the above facilities at the time of bidding, an undertaking has to be submitted alongwith the bid confirming that the above facilities will be provided within 2(two) months from the date of Letter of Award(LOA).

OIL's obligations:

- i) OIL shall permit you or your agent to enter the said premises for inspection and to carry out repairs etc. as and when necessary basis.
- ii) The rent will be payable in advance by the first week of every month after deduction of Income Tax as per IT Act.
- iii) OIL will be responsible for payment of electricity charges for the occupied area from the date of possession on the basis of bills received from the appropriate authorities.
- iv) OIL will be responsible for any deliberate breakage of fittings and fixtures in the premises during our period of occupancy.
- v) OIL will not make any major alterations or additional construction in the premises without your approval but OIL shall have the right to install any additional fittings and fixtures etc. in the Office Premise if required. Before handover or on contract termination if any fixtures and fittings are provided during occupancy, the same will be normalized and made as earlier.

- vi) Notwithstanding, the provisions contained above, in the event of breach of the terms of the lease or deliberate acts of omission or commission for affecting smooth occupancy of the premises being no longer required by OIL, the lease is terminable by two months' notice at any time in writing by either party.
- vii) Monthly rents will be paid to you in advance by the 7th of every month. Maximum allowable advance will be 3 months' rent only and the same will be adjusted in six equal monthly installments starting from first month's rent.
- viii) OIL reserves the right to terminate the contract at any time by giving three month's notice in advance without assigning any reasons thereof.

ANNEXURE-2**PRICED BID PROFORMA AGAINST TENDER NO. ECP6950L16**

Item No.	Description	Qty.	UOM	Unit Rate (Rs.)	Total Amount (Rs.)
1.	Monthly Rent	60	Month		
TOTAL VALUE OF THE CONTRACT					

Note:

1. The rent quoted by you should be inclusive of Service Tax and Income Tax; however, Income Tax will be deducted at source as per IT Act.
2. The rental charges should also include running and maintenance cost of the back-up generator and common maintenance.

Signature of the authorised person:

Name of the authorised person:

Name of the firm/owner:

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 Hiring of Office Space. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

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

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

1. If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of

transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

3. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
5. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him

by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(B. Brahma)
For the Principal

For the Bidder/Contractor

Place
Date

Witness 1:
Witness 2: