

MATTER OF ADVERTISEMENT
OIL INDIA LIMITED
(A Government of India Enterprise)
KG BASIN PROJECT, KAKINADA

OIL INDIA LIMITED (OIL), KG Basin Project invites bids through its e-procurement portal: "<https://etender.srm.oilindia.in/irj/portal>" from experienced indigenous Contractors / Bidders for: **(1) e-Tender No. CEI3352P15** for 'Construction of new road approximately 1767m long from chainage 3716m to 5483m from Neelarevu village towards Karavaka village near Kottapalem Light House (Molletimogga), East Godavari Dist., AP including widening of crossing, turning points, including construction of causeway by laying of RCC Hume pipe culvert etc., Approx. length=1.767 km', **(2) e-Tender No. CEI3353P15** for 'Construction of new road approximately 1767m long from chainage 5483m to 7250m from Neelarevu village towards Karavaka village near Kottapalem Light House (Molletimogga), East Godavari Dist., AP including widening of crossing, turning points, including construction of causeway by laying of RCC Hume pipe culvert etc., Approx. length=1.767 km', **(3) e-Tender No. CEI3354P15** for 'Construction of new road approximately 1766m long from chainage 1950m to 3716m from Neelarevu village towards Karavaka village near Kottapalem Light House (Molletimogga), East Godavari Dist., AP including widening of crossing, turning points, including construction of causeway by laying of RCC Hume pipe culvert etc. Approx. length=1.766 km', **(4) e-Tender No. CEI3355P15** for 'Development of existing approach road from Neelarevu to crab culture aqua tank i.e. upto the finishing point of the road developed by Panchayati Raj Deptt under Job card scheme, near Neelarevu village under Kotrinikona mandal, East Godavari Dist., AP including widening of crossing, turning points, including construction of causeway by laying of RCC Hume pipe culvert etc., Approx. length=1.95 km' and **(5) e-Tender No. CEI3356P15** for 'Development of existing road from west of Karavaka Village to Location-1 near Kottapalem Light House, through Gollapeta village (Molletimogga), East Godavari Dist., AP including widening of crossing, turning points and bellmouth, laying of RCC Hume pipe culvert etc., length=2.276 km', **(6) e-Tender No. CEI3535P15** for 'Detailed Topographical Survey, preparation of maps, Demarcation, plot measurements etc. for 08(Eight) nos. drilling locations with approach roads & network connection at OIL's operational areas (within 60 KM radius from Muramalla, East Godavari District, Andhra Pradesh). For Detailed requirement, Tender fee, EMD, Tender collection date, Tender closing/opening date etc., please visit OIL's website: www.oil-india.com.



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

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

COVERING LETTER

OIL INDIA LIMITED a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms / contractors meeting the requisite criteria for the following mentioned work under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site: "**<https://etender.srm.oilindia.in/irj/portal>**"

DESCRIPTION OF WORK/SERVICE:

Tender No. CEI3535P15 for Detailed Topographical Survey, preparation of maps, Demarcation, plot measurements etc. for 08(Eight) nos. drilling locations with approach roads & network connection at OIL's operational areas - within 60 KM radius from Muramalla, East Godavari District, Andhra Pradesh.

LOCATION OF WORK: Within 60 KM radius from Muramalla, East Godavari District, Andhra Pradesh

CONTRACT PERIOD : 52 (fifty-two) Weeks

SALE OF TENDER DOCUMENTS:

Within working hours from 14.05.2014 to 22.05.2014

Application showing full address and e-mail address with Tender Fee (Non-refundable) of **Rs. 2,000.00** (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Kakinada is to be sent to Head-Materials (KGB&BEP), Oil India Limited, 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada – 533004. The envelope containing the application for participation should clearly indicate "Request for participation in Tender No. CEI 3535 P15" for easy identification and timely issue of tender document. In case of cash transfer towards procurement of tender document, details are - Bank: State Bank of India, Branch: PBB, Kakinada; Town: Kakinada; Account Name: Oil India Limited; Account No: 31060874558; IFSC Code: SBIN0004244.

Note: To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying

Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). The digital signature should be of Class 3 digital certificate for the designated individual with organization name. Bidders must have a valid User Id to access OIL e-Procurement site. Bidder shall request OIL through e-mail or fax or letter along-with the cost of bid documents for issue of the user ID for accessing the e-Tender. The user ID shall be issued to the eligible bidders on receipt of the requisite cost of bid document through e-mail. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a user id, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

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

BID SECURITY DEPOSIT : INR 1,00,000.00

- a) Bid Security deposited vide Demand Draft / Banker's Cheque / Bank Guarantee should reach the office of **GM (KGB & BEP)** before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents. The Bid Security must be valid for a period of 30 days more than the validity of the Bid.
- b) Bidders to confirm that in the event of award of Contract they will submit Performance Security Deposit @ 2.5% of the total contract value and their acceptance of payment after deduction @ 7.5% against each running bill towards retention money as per Company policy. Earnest Money/Bid Security, Performance Security Deposit and Retention Money will not earn any interest whatsoever.

2.0 SEALED ENVELOPES containing the Bid Security Deposit (EMD) shall be marked with the above Tender Number and description of work and addressed to:

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

2.1 All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee from a Nationalized Bank in favour of M/s Oil India Limited and payable at Kakinada, Andhra Pradesh. This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below. Bids without Bid Security in the manner specified above will be summarily rejected. Bid should be submitted on-line through OIL's e-Tendering Portal up to 11:00 hrs (IST) (Server Time) on the date as mentioned and will be opened on the same day at 15:00 hrs. (IST) at Office of the **GM (KGB & BEP)** in presence of authorized representative of the bidder. THE BID SECURITY SHOULD BE DROPPED IN THE TENDER BOX PLACED AT THE OFFICE OF THE GGM (KGB & BEP) ON OR BEFORE 15.00 HRS. OF THE SCHEDULE DATE OF OPENING OF TENDER.

2.2 THE BID SECURITY IS TO BE SUBMITTED ALONGWITH A COVERING LETTER MENTIONING THE IFB NO AND THE BIDDERS NAME AND ADDRESS IN A DULY SEALED ENVELOPE ADDRESSED TO – GM(KGB & BEP), Oil India Limited, D. No.11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh.

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

4.0 The rates shall be quoted per unit as specified in the “Price Bidding Format” attached under “**Notes and Attachments**” tab in OIL’s e-tender portal.

4.1 The tender document is available in the ‘**Technical RFX**’ page in OIL’s e-tender portal.

4.2 The bid and all uploaded documents must be Digitally signed using “Class 3 digital certificate” with Organization’s Name, [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

4.3 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

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

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

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 2 (two) years.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional bids are liable to be rejected at the discretion of the Company.

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

10.0 Before submission of bids, the bidder is advised to inspect the work site to assess the nature and extent of work and the conditions under which it will be

carried out. He may also seek such clarification from this office as are deemed necessary.

11.0 The bidders should quote their rates against individual items. The rates shall be in figures and up to two decimal place only. In case of any identical situation, the L-1 bidder will be decided through draw of lots.

12.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un priced bid documents.

12.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

12.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

12.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

12.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

12.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

12.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

12.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate

from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

13.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid, i.e. O.I.L's Standard Form of Contract.

14.0 SECURITY DEPOSIT:

The successful bidder shall furnish a Performance Security Deposit @ 2.5 % of Contract Value in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

15.0 OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work stated above or cancel, if required.

16.0 RETENTION MONEY: A retention money equivalent to 7.5% of each running bill will be deducted till final completion of the work. This deducted amount will be released after 6 (six) months from the date of completion certificate from the concerned department.

17.0 The work shall have to be started within 15 (fifteen) days from the date of issue of work order by Company.

18.0 Time Schedule: The time allowed for completing the work will be reckoned from the date of issue of work order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.

19.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

20.0 BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, the Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

21.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

22.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

23.0 Bidder(s) must also furnish the followings:

a) **NAME OF FIRM** :

- b) **DETAIL POSTAL ADDRESS** :
- c) **MOBILE / TELEPHONE NO** :
- d) **E-MAIL ADDRESS** :
- e) **FAX NO (If available)** :
- f) **CONTACT PERSON** :
- g) **VENDOR CODE (If available)** :

24.0 The tender will be governed by:

- a) COVERING LETTER
- c) Part - I - CONDITIONS OF AGREEMENT
- d) Part - II - SCOPE OF WORK
- e) Part - III - SPECIAL INSTRUCTIONS
- f) Part - IV - SPECIAL CONDITIONS
- g) Part - V- BEC_BRC
- h) APPENDIX-A and APPENDIX-B
- i) APPENDIX-D – INTEGRITY PACT

i) Special Note:

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Demand Draft/Banker's Cheque/Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of GM (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.

Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office on or before the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

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

Bids without Bid Security in the manner specified above will be summarily rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed (if called for in the bid) in original will be ignored straightway.

25.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL" and "PRICED" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "Price Bidding Format" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender Portal. The price quoted in the "Price Bidding Format" will only be considered for evaluation.

26.0 Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

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

27.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Appendix-D Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed (digitally) 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 (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

(Note: Shri N. Gopalaswami, Ex-CEC and Shri R. C. Agarwal, IPS (Retd.) have been appointed as Independent External Monitors).

Thanking you.

Yours faithfully
Oil India Limited

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

PART - I

CONDITIONS OF AGREEMENT

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

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

- a) The "Agreement" means the Contract entered into between the Company and Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) The "Agreement Price" means the prices/costs/rates payable by Company to the Contractor under the agreement for the full and proper performance of its Contractual obligations.
- c) The "Work" means each and every activity described in the Schedule of Work/ Specifications, detailed in Part-II.
- d) "Company" means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) "Contractor" means the individual or firm or Company performing the "Work" under this Agreement and its executors, successors and assignees.
- f) "Contractor's personnel" means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) "Company Personnel" means the personnel to be provided by the Company. The Representative/Engineer of the Company are also included in the Company's personnel. The Company's Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) "Site" means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) "Company's items" means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.

- 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.

- 6.1 Contractor(s) whoever is liable to be covered under P.F. Act must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the contractor must deposit Provident Fund Contribution (covering employee's & employer's share) with the competent authority under their direct code. The contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the company. In case of failure to provide such documentary evidence, the company reserves the right to withhold the final bill.
- 7.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.
- 8.0 **Work Completion Time:** The Contractor must commence the work within

15 (fifteen) days of issue of Work Order and the work should be completed within 52 (fifty-two) 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 52 (fifty-two) weeks from the date of letter of award of the Agreement or till the completion of work against the last Work Order issued within the currency of the Agreement, whichever is later.
- 10.0 **Schedule of Rates:** Payment to the Contractor will be made against work completed by them at the rates entered in the Schedule of Rates, Part-II hereof.
- 11.0 **Liquidated Damages:** Time is the essence of this Agreement and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent) of the total value of the contract, per week or part thereof, upto a maximum of 7.1/2% (seven & half percent) of the total value of the contract.
- 12.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 13.0 **Estimated Value of Contract:** The total evaluated value of the Agreement (all inclusive) is estimated to be Rs ----- (Approx.), but the Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in the Schedule of Rates which forms Part-II of this Agreement.
- 14.0 **Payment Terms:** Payment shall be made against work completed by the Contractor after deducting the retention money @ 7.5% of the running bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 15.0 **Performance Security:** 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/Kakinada.
- 24.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's Engineer shall be final and binding on the Contractor.
- 25.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix -A
- 26.0 **SET OFF** :-Any sum of money due and payable to the contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (Or such other person or persons contracting through Oil India Limited).

27.0 **Tax Liability:** All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this agreement are inclusive of all taxes, royalty, sales tax, Service Tax, VAT etc. In respect of Royalty, the Contractor must submit to the Company - the proof of payment, Short-Term Permit (STP) within 15 days and N.O.C. / N.D.C. from the Mining department before payment of final bill. The rate of Royalty may vary from time to time as per Govt. directives and the same is binding on the Contractor.

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

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

PART-II**SCOPE OF WORK**

Scope of Work: Detailed Topographical Survey, preparation of maps, Demarcation, plot measurements etc. for 08(Eight) nos. drilling locations with approach roads & network connection at OIL's operational areas - within 60 KM radius from Muramalla, East Godavari District, Andhra Pradesh.

Sl. No	Description of Items	Unit	Quantity
1	Reconnaissance survey, stacking out of location points, connection of SOI /OIL's approved nearest benchmark using Total Station/DGPS instrument, including necessary plotting etc. complete. Reconnaissance Survey will be done jointly with OIL personnel for selection of convenient approach road and Drilling Site from the Civil Engg. Point of view.	NO	8
2	Carrying out detailed topographical survey as per IRC guideline and as specified for road, based on the initial reconnaissance survey with respect to approved centerline using Total Station instrument including computing & plotting survey data, preparation of LAND MAP & LAYOUT PLAN(Scale 1:2000), and survey map incorporating contour lines, long section, cross section, ground features, villages, forest boundaries, tanks, canals, overhead/underground, power/ communication lines, road crossing etc. The work also include preparation of bill of quantity & work estimate in MX-ROAD-MAX or any other equivalent software based on survey data and approved design & drawing, and specifications including preparation of, estimate of land requirement, collection of necessary land details, collection of data like HFL, rainfall including carrying out necessary survey for borrow area & quarry etc. The contractor has to submit 10 copies of approved Land Map and 5 copies of approved Layout plan(after necessary approval) along with copies of work estimate (both in soft & Hard).	KM	27
3	Carrying out detailed topographical survey using Total Station of an area 250m radius for the 'Drilling Plinth' with proposed location point as center including planning drilling plinth, borrow pit, flare pit & effluent pit etc. (standard drawing for the same to be provided by OIL) and providing suggestion for any shift in proposed location point in order to avoid permanent structures, river, streams, heavy earth filling, etc. based on the reconnaissance survey, preparation of LAND MAP & LAYOUT PLAN, (after necessary approval), (Scale 1:2000), survey map incorporating contour lines, long section, cross section, ground features, villages, forest boundaries, tanks, canals, overhead/underground, power/ communication lines, road crossing etc. The work also include preparation of bill of quantity & work estimate in MX-ROAD-MAX or any other equivalent software based on survey data and approved design & drawing and specifications including preparation of, estimation of land requirement, collection land details, collection of data like HFL, rainfall including carrying out necessary survey for borrow area & quarry etc. The contractor has to submit 10 copies of approved Land Map and 5 copies of approved Layout plan along with copies of work estimate (both in soft & Hard).	NO	8
4	Demarcation of land boundary on the basis of land map prepared for proposed approach road including supply of all	KM	27

	necessary materials like bamboo posts/pegs, Jhandis etc. required for the work.		
5	Demarcation of land boundary on the basis of land map prepared for proposed Drilling Plinth including supply of all necessary materials like bamboo posts/pegs, Jhandis etc. required for the work.	NO	8
6	Plot measurement of the portion of land proposed for the work as specified and directed. The work include measurement and calculation of individual plots involved in the demarcated area and submission of tracing showing all individual demarcated plots within the demarcated area along with the calculated value of area in each individual plot.	HA	33
7	Final Boundary survey as per specification in approach, including providing missing pillars and numbering pillars, providing polyclone or approved network coordinate as directed etc. complete. The work also include submission of details of pillars including their numbers, position with respect to permanent features at site as well as with nearby pillars in the form of drawing and text (3 copies).	KM	27
8	Final Boundary survey as per specification in Plinth, including providing missing pillars and numbering pillars, providing polyclone or approved network coordinate as directed etc. complete. The work also include submission of details of pillars including their numbers, position with respect to permanent features at site as well as with nearby pillars in the form of drawing and text (3 copies).	NO	8
9	Providing, fixing and laying cement concrete in pillars, posts etc. 1:2:4 Grade.	M3	420
10	Making and supplying standard R.C.C. (1: 2: 4) boundary pillars of triangular, section, 1.00m long, sides of 100mm with 3 sunk in letters 40mm size including supply of aggregate, sand and shuttering; straightening, scrapping, cutting, bending and binding, placing reinforcement by using 3 nos. 8mm dia. Main bar and 6mm stirrup @ 200mm centre to centre with provision of cover, cover blocks etc. including curing complete.	NO	4,200
11	Carrying out survey for geodetic height of rig foundation using an optical levelling instrument and a level staff with respect to Mean Sea Level.	NO	8

Note: Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes.

END OF PART – II

PART-III

SPECIAL INSTRUCTIONS & SPECIFICATIONS

Description of job: Detailed Topographical Survey, preparation of maps, Demarcation, plot measurements etc. for 08(Eight) nos. drilling locations with approach roads & network connection at OIL's operational areas - within 60 KM radius from Muramalla, East Godavari District, Andhra Pradesh.

SPECIAL INSTRUCTIONS

1.0 The rates must be valid for entire agreement period for which the Contractor shall have no objection.

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

3.0 The Contractor must commence the work within 15 days of issue of work order after obtaining labour clearance.

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

5.0 Efficient workmen are to be engaged by the Contractor.

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

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

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

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

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

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

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

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

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

15.0 **SCOPE OF WORK** - The works under this agreement is as per the schedule given in Part-II.

16.0 **PROCEDURE FOR EXECUTION OF WORK** -

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

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

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

17.0 **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.

18.0 **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.
- (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	Nil.

**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 30.04.2014.

Similar work must be as per the following:

“Similar work” mentioned above means the following:

Topographical Survey, preparation of maps, Demarcation, plot measurements etc. for Drilling Locations with approach Road.

Or,

Survey jobs for new building projects and structures, such as residential developments/sports stadiums/roads and bridges/ schools/hospitals/offices/Railways roads/airports/water supply pipes/Power stations/factories etc.

- 1.2 The minimum value of any of the above work satisfactorily executed during the last 7 (seven) years ending on 30.04.2014 should be either of the following:

- i) One single contract of value Rs. 40.00 lakhs
- ii) Two contracts, each one of value Rs. 25.00 lakhs
- iii) Three contracts, each one of value Rs. 20.00 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. 15.00 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 1.6) 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 survey contractor/firm must deploy 2(two) Survey parties with instruments at a time.
- 1.10 During the course of the execution of Survey Works, only Survey Instruments with good workable conditions not older than 5(Five) years must be utilized. The Survey Instruments must be calibrated for accurate result. The lists of Instruments that must be possessed/deployed by the Survey contractor are furnished below:
- a) Total station - 3(three) sets.
 - b) GPS - 2(two) sets.
 - c) Micro-Optic Theodolite - 2(two) sets (standby)
 - d) DGPS - 2(two) sets.

The survey contractor/firm must submit an affidavit in support of the possession of the above mentioned instrument duly attested by Notary.

- 1.11 The survey 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 survey works according to our requirements and as per the scope of the contract. Competent persons must be capable to handle all types of survey instruments such as GPS, Total Station, Micro-Optic Theodolite, Prismatic compass, Automatic Level, Matric staff etc. The persons must have capability to work in all types of terrain, hazardous area, hill etc. and must have knowledge about all types of survey computations and plotting related to survey works.

It shall be the obligation on the part of the Contractor/Firm to provide the following minimum Engineering staff at site:

Position	Minimum Experience	Nos. to be deployed
Executive Surveyor	10 years in the field	2

Surveyor	5 years in the field	8
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In addition to the above, requisite number of supervisory staff, Survey helpers, Estimators, Cad- operators, unskilled worker shall be deployed by the Contractor/Firm. The bidder has to submit CVs of the personnel proposed to be deployed against the above work.

- 1.12 The Partnership 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 1.1 and 1.2 above.
 - (iv) One of the partners must confirm unconditional acceptance of full responsibility of executing the contract.

2.0 COMMERCIAL

- 2.1 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL" and "PRICED" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "Price Bidding Format" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender Portal. The price quoted in the "Price Bidding Format" will only be considered for evaluation.

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

- 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 in figures and upto two decimal place only. 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 Covering 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 Any Bid found to contain a false statement shall be rejected.

- 2.6 The Bid documents are not transferable. Offers received from unsolicited Bidders will be returned, unopened.
- 2.7 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.
- 2.8 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 If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
- 3.3 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 items are requirements for **“Detailed Topographical Survey ,preparation of maps, Demarcation, plot measurements etc. for 08 (Eight) nos. drilling locations with approach roads & network connection at OIL's operational areas - within 60 KM radius from Kakinada, East Godavari District, Andhra Pradesh”**.

- (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 grand 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

APPENDIX-A

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

GM (KGB & BEP)

Sub: Safety Measures against Contract no:

Description of Work/Services: -----

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same has been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experience and competent persons shall be engaged by us for carrying out our work under the same contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following.
 - i) _____
 - ii) _____
 - iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the company will not be responsible for any lapses on our part in this regard.

Yours faithfully

.....

Contractor
For & On Behalf of

Seal:
Date:

APPENDIX-B

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.

APPENDIX-C

PROFORMA OF BID SECURITY (BANK GUARANTEE)

To: M/s. Oil India Limited,
General Manager (KGB&BEP),
D.No.11-4-7; 3RD FLOOR
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
Andhra Pradesh, India

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, KAKINADA, Andhra Pradesh, India (hereinafter called the Company)'s tender No.: _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws / modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall be irrevocable and shall remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date:

Place _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of 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 Detailed Topographical Survey ,preparation of maps, Demarcation, plot measurements etc. for 08(Eight) nos. drilling locations with approach roads & network connection at OIL's operational areas - within 60 KM radius from Kakinada, East Godavari District, Andhra Pradesh. 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.

For the Principal

For the Bidder/Contractor

Place

Witness 1:

Date

Witness 2: