OIL INDIA LIMITED (A Government of India Enterprise) CONTRACTS DEPARTMENT P.O. DULIAJAN - 786602, ASSAM

E-TENDER NOTICE

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal "https://etender.srm.oilindia.in/irj/portal" for the following services under single stage – 2 bid system

dider bingle stage 2 bid bystein					
1.0 IFB No.	CDI 7066P16				
Service Requirement	Survey of existing approach and main leading roads for connection of existing Drilling Wells with DGPS / Total Stations, fixing of GPS Control Points (in Pair for future reference) at Suitable Interval and generation of software based maps in GIS module including supply of latest GIS software in Dibrugarh, Sibsagar and Tinsukia district of Assam				
Cost of Bid Document/ Bid Security(EMD)	₹5000.00 / ₹95,400.00				
Period of Sale of Bid	23.05.2015 TO 23.06.2015(15:30Hrs)				
Document/Issue of					
User ID & Password					
Bid Closing / Opening	30.06.2015 (11:00 Hrs / 14:00 Hrs)				
Date & Time					

Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602within the period of sale (inclusive both the days i.e. start date & end date). Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid Document cost & Bid security against the IFB through the online payment gateway.

No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned above and will be allowed to participate in the bidding through OIL's E-Procurement portal

PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.

The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com.

Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal https://etenders.srm.oilindia.in/irj/portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep them updated.

OIL INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE) CONTRACTS DEPARTMENT, DULIAJAN

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE - 2 BID System** through its e-Procurement portal https://etender.srm.oilindia.in/irj/portal for the following services:

DESCRIPTION OF WORK/ SERVICE:

Survey of existing approach and main leading roads for connection of existing Drilling Wells with DGPS / Total Stations, fixing of GPS Control Points (in Pair for future reference) at Suitable Interval and generation of software based maps in GIS module including supply of latest GIS software in Dibrugarh, Sibsagar and Tinsukia district of Assam.

IFB NO: CDI7066P16

Type of IFB: Single Stage- 2 Bid System

LOCATION: M/L & PEL Area in Dibrugarh, Tinsukia & Sibsagar district

in Assam.

CONTRACT PERIOD: 18(Eighteen) months

Mobilisation Period: 60days from the date of issue of LOA

BID CLOSING/ OPENING DATE & TIME: 30.06.2015 (11:00HRS/14:00

HRS)

Bid Submission Mode: Bid should be submitted

online in OIL's E-Procurement

E-TENDER NO: CDI7066P16

portal

Bid Opening Place: Office of the Head-Contracts

Oil India Limited

Duliajan – 786602, Assam

Bid Validity: 180 days from Bid opening

Date

BID SECURITY AMOUNT: ₹95,400.00 (Rupees Ninety Five

Thousand Four Hundred Only)

AMOUNT OF PERFORMANCE SECURITY: 2.5% of total Contract Value

E-TENDER NO: CDI7066P16

a)	Bid Security	deposited	vide	Demand	Draft/Banker	Cheque	/Bank
·	Guarantee No)		dated	<u> </u>	of	

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the bid closing date or it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced Technocommercial bid documents

.

- b) Bidders to confirm that in the event of award of Contract, bidder will submit Performance Security Deposit @ 2.5% of total contract price and this will not earn any interest.
- 2.0 SEALED ENVELOPES containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of:

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN or it can be paid through the online payment Gateway against this Tender. 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(a), 14, 15 & 16 below. Bids without BID SECURITY in the manner specified above will be summarily rejected except those are exempted.

<u>Exemption from submission of bid security</u>: "Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC /Directorate of Industries are exempted from submitting Bid Security. However the firms registered with NSIC /Directorate of Industries shall have to submit evidence that they have a current and valid registration for the service they intend to bid including the prescribed monetary limit."

3.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's eprocurement Portal Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.

E-TENDER NO: CDI7066P16

4.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.

The bid and all uploaded documents must be Digitally signed using "Class 3" digital certificate [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.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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.

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

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

- 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.
- (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.

- E-TENDER NO: CDI7066P16
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 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.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ 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.
- 8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/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.
- 8.3 In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ 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.
- 8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/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.
- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone(Landline Bill)/Electricity/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.
- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone(Landline Bill)/Electricity/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.

- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ 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.
- 9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance 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 Performance Security Money shall not earn any interest.
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.
- 15.0 **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 / the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

E-TENDER NO: CDI7066P16

16.0 The tender will be governed by:

Forwarding Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part - I - General Conditions of Contract. (GCC)

Part - II - Schedule of Work, Unit and Quantity (SOQ)

Part - III - Special Conditions of Contract (SCC)

Part-IV-Schedule of company's Plants, Materials and Equipments-

Part-V-Safety Measures (SM)

Integrity Pact-Applicable for this IFB

Proforma and Annexures

17.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. 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: Following persons have been appointed as Independent External Monitors: SHRI RAGHAW SHARAN PANDEY, IAS (Retd.), E-Mail ID: rspandey_99@yahoo.com and SHRI RAJIV MATHUR, IPS (Retd.), E-Mail ID: rajivmathur23@gmail.com)

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** 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). Bidders must have a

E-TENDER NO: CDI7066P16

valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

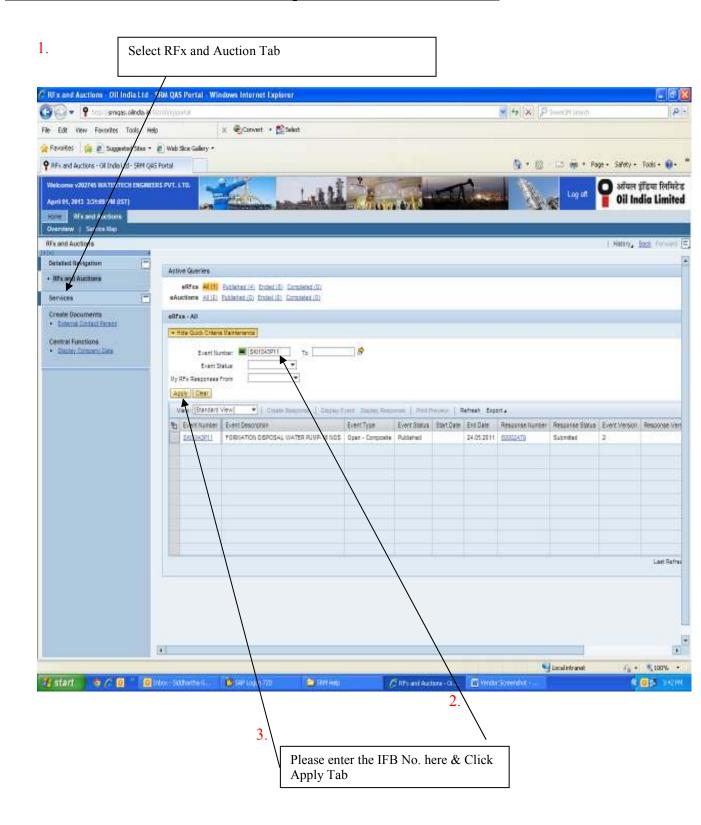
Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The Head Contract, Contracts Department, Oil India Limited, Duliajan-786602,

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 bid security (if called for in the bid) in original will be ignored straightway.

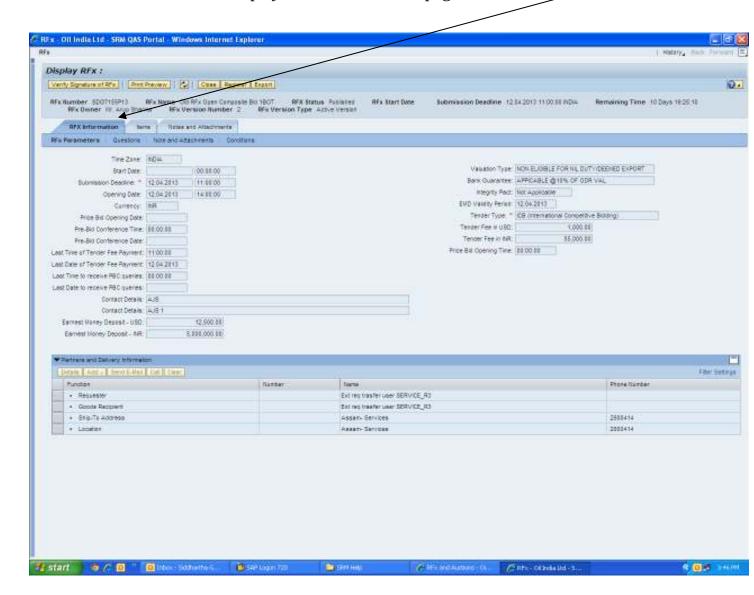
19.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab. The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.



After following the above mentioned steps, the details of the IFB under RFx information will be displayed as shown in the page below.



<u>NB</u>: All the Bids must be Digitally Signed using "<u>Class 3" digital</u> signature certificate with <u>Organizations Name</u> (e-commerce <u>application</u>) 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.

HEAD-CONTRACTS

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BIDDING DOCUMENTS

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:
- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii)Bid opening date, time and place
 - (iv)Bid submission place
 - (v)Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii)Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)
- e) Special Conditions of Contract (Part-III-SCC)
- f) Schedule of company's Plants, Materials and Equipments-(Part-IV)
- g) Safety Measures (**Part-V-SM**)
- h) Integrity Pact
- i) Price Bid Format
- i) BRC/BEC
- k) (Proforma & Annexures).
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued. 3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

- 5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

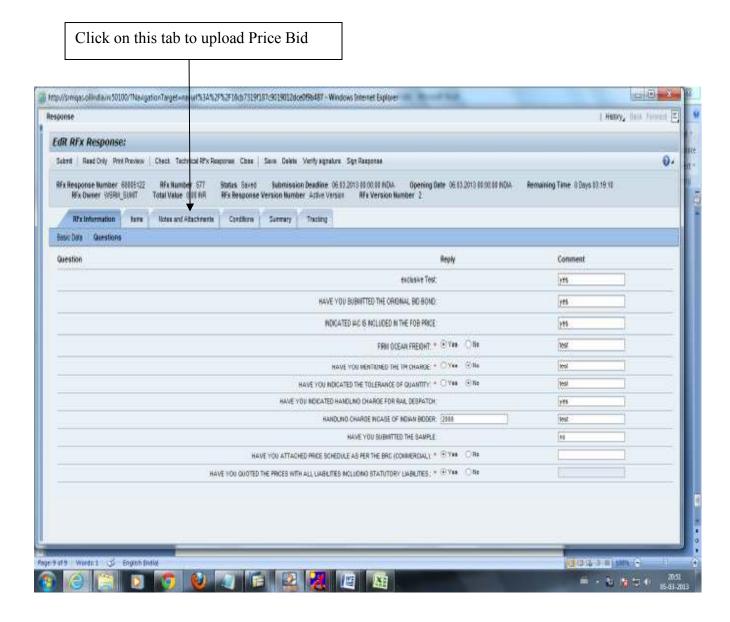
6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal. Bid form to be uploaded with Technical Bid.

7.0 BID PRICE:

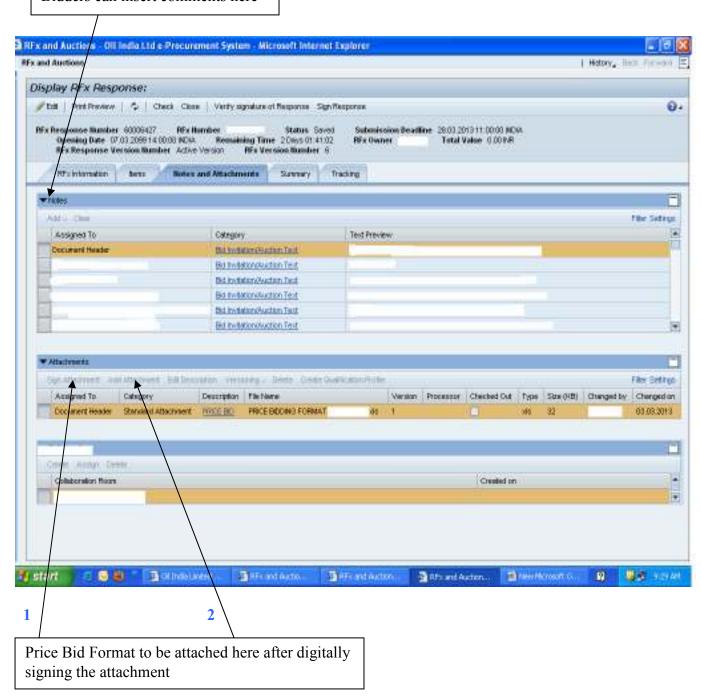
7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.
- 7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.



Next Screen on clicking Notes & attachment Tab and go to edit mode

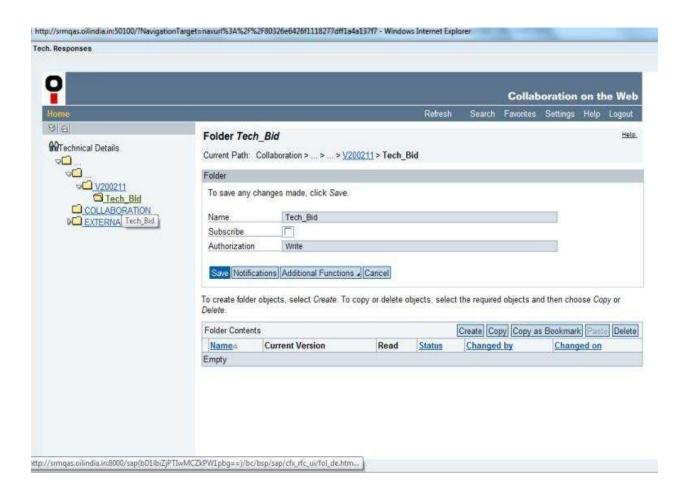
Bidders can insert comments here

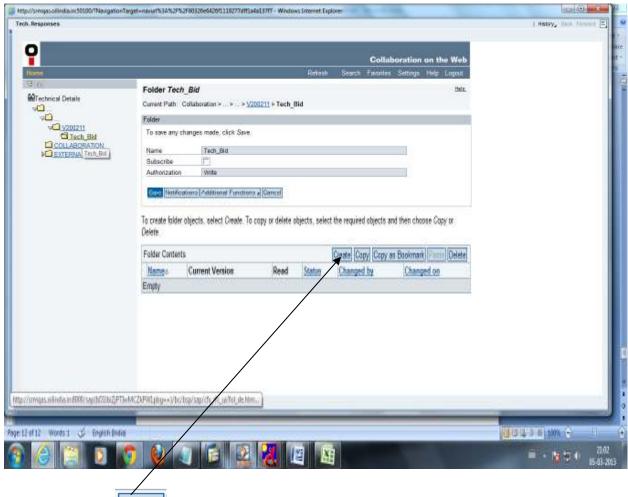


Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window(Screen shot Below)





Click on button to create and upload new document.

7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all its obligations under the contract.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employees.

- 11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 11.2 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

- 11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.
- 11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

12.0 **DEADLINE FOR SUBMISSION OF BIDS**:

- 12.1 Bids should be submitted on-line up to 11.00 AM(IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.
- 12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

13.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.
- 14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 EXTENSION OF BID SUBMISSION DATE:

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

16.0 BID OPENING AND EVALUATION:

- 16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. In technical bid opening date, only Technical RFx will be allowed to open by the system. Bidders therefore should ensure that techno-Commercial bid is uploaded under the Technical RFx Tab Page only and no price should be mentioned anywhere under the Technical RFx.
- 16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above
- 16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

- 16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid(i.e. document is deficient or missing), or due to some statement at other place of the Bid(i.e. reconfirmation of confirmation) or vise versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of bidders presenting substantial responsive other determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

17.0 EVALUATION AND COMPARISON OF BIDS:

- 17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 17.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract,

and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

18.0 CONTACTING THE COMPANY:

- 18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.
- 18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 AWARD CRITERIA:

19.1 OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:

20.1 OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

21.0 NOTIFICATION OF AWARD:

- 21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract,

Technical Specifications, Schedule of rates incorporating all agreements between the parties.

- 22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

24.0 BID DOCUMENT:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

25.0 Mobilization Period: 60 days from the date of issue of LOA

BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER:

I. BID REJECTION CRITERIA (BRC):

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Not-withstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-Commercial Bid.

A. TECHNICAL

- 1.2.1 Bidder must have relevant experience of having successfully completed "**similar nature of works**" with State Govt./ Central Govt./ PSU/ Public Limited Company during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:
- i. Three similar completed works each costing not less than Rs. 76,30,300.00 (Rupees Seventy six lakh thirty thousand and three hundred) only

OR

ii. Two similar completed works each costing not less than Rs. 95,37,900.00 (Rupees Ninety five lakh thirty seven thousand and nine hundred) only.

OR

iii. One similar completed work costing not less than Rs 1,52,60,600.00 (Rupees One Crore fifty two lakh sixty thousand and six hundred) only.

Note: "Similar nature of works" mentioned in Para 1.2.1 above means the execution of all the jobs mentioned below.

- i) Primary Control Points by DGPS observations
- ii) Secondary Control Points observations
- iii) Supply of SCPs data upto 4 decimals and convertible into GIS format
- iv) Topographical survey using DGPS/Total Station/ Digital Level
- v) Creation of map in GIS platform
- 1.2.2 Average Annual financial turnover as per Audited Annual Reports for the last three accounting years ending March 2014 should be at least Rs. 57,22,700.00 (Rupees Fifty seven lakh twenty two thousand and Seven hundred) only.
- 1.2.3 The bidder shall have to provide a "Undertaking" along with the bid clearly stating that the bidder (in case of award of contract) shall arrange for all the necessary tools/equipments as required to carry out all the jobs as mentioned in Scope of work under SCC (Special Conditions of Contract) of this IFB.

1.2.4 Equipments:

- (i) The Bidder should have their own DGPS system (one Base + 4/5 number Rovers for proper triangulation system), Total Station, Digital Level etc. Documentary proof for instrument shall be submitted along with the Tender.
- (ii) Horizontal accuracy of DGPS should not exceed +/- 10mm.
- 1.2.5 Bidder must submit all necessary documents in support of requisite experience and annual turnover as per **Note-1**.

BRC-BEC E-TENDER: CDI7066P16

Note-1: Documentary Evidence:

(A) For proof of **Annual Turnover** any one of the following documents/ photocopies(**self-attested/attested**) must be submitted along with the bid:-

- (i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.

 OR
- (ii) Copy of Audited Profit and Loss account for last 03(three years) ending March'2014.
- (B) For **proof of requisite Experience**, any one of the following documents/photocopies (**self attested/attested**) must be submitted along with the bid:
- (i) In case of OIL contractor, copy of 'Certificate of Completion (COC)'/
 'Certificate of Payment (COP)' / Service Entry Sheets, of jobs successfully
 completed, during last 7(seven) years ending the last day of the month
 previous to the one in which bids are invited showing the gross value of
 job done.
 - It may be clearly noted that simply mentioning of OIL CCO Number/Work order will not be accepted.
- (ii) For other bidders, Contract Completion certificate issued by any other State Govt./ Central Govt./ PSU/ Public Limited Company during last 7 years ending last day of month previous to the one in which bids are invited stating:
 - a) Gross value of the job done.
 - b) Nature of Job done
 - c) Contract number & Date
 - d) Contract Period.

NOTE: The Company shall reserve the right to check and verify the documents with the originals at any point of time during the tendering and the contract period. The bidder shall furnish the documents as and when required.

1.2.6 Non- submission of the documents as specified in BRC above will result in rejection of bids.

II.BID EVALUATION CRITERIA (BEC)

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items (i.e. schedule of works, units, quantity, rates) in the **Price Bid Format** of the tender.
- 2. In case of identical lowest offered rate by more than 1(One) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

BRC-BEC E-TENDER: CDI7066P16

III. COMMERCIAL:

- 1.3.1 Bids are invited under Single Stage Two bid system.
- 1.3.2 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 1.3.3 Bid security (EMD) shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security (EMD) will be rejected, except those are exempted.
- 1.3.4 The system will not permit to submit any bids after the scheduled bid closing date and time.
- 1.3.5 Any bid received in the form of Telex /Cable /Fax /E-Mail /Courier will not be accepted.
- 1.3.6 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.
- 1.3.7 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the item, NIL should be mentioned against such part of work.
- 1.3.8 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected
 - a) Performance Bank Guarantee clause
 - b) Force Majeure clause
 - c) Tax liabilities clause
 - d) Arbitration clause
 - e) Applicable Law
 - f) Liquidated Damage clause
 - g) Integrity Pact
- 1.3.8 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.
- 1.3.9 Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

IV. GENERAL:

1.4.1 Bidders should provide **self-attested/attested copies** of Service Tax Registration Certificate, VAT registration Certificate, PAN Card, P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her,

BRC-BEC E-TENDER: CDI7066P16

the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)

- 1.4.2 In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw /modify the deviation when / as advised by the company. The loading so done by the company will be final and binding on the bidders.
- 1.4.3 To ascertain the substantial responsiveness of the bid the company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.
- 1.4.4 In case any of the clauses in the BRC contradict with other clauses of bid document elsewhere, than the clauses in the BRC shall prevail.
- 1.4.5 OIL will not be responsible for delay or non-receipt of applications for participating in the bid and will not entertain any correspondence in this regard.
- 1.4.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 1.4.7 The bids not conforming to complete scope of work will be rejected.

*******End of BRC-BEC******

OIL INDIA LIMITED

(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

DESCRIPTION OF WORK/SERVICES:-

Survey of existing approach and main leading roads for connection of existing Drilling Wells with DGPS / Total Stations, fixing of GPS Control Points (in Pair for future reference) at Suitable Interval and generation of software based maps in GIS module including supply of latest GIS software in Dibrugarh, Sibsagar and Tinsukia district of Assam.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORAND	UM	OF	AGREEME	ENT	made	this_			day	of
			Between	OIL	INDIA	LIMIT	ΈD	a	Compa	any
incorporated	under	the Co	ompanies A	ct 195	6 and hav	ing its	Regis	terec	d Office	at
Duliajan in	the Dis	strict o	of Dibrugar	h, Ass	sam (herei	inafter	called	Coı	mpany) of
the one	part	and	Shri/Smti				e	and	Shri/S	mti
			carrying or	n busii	ness as pa	ırtners	/propr	rietor	under	the
firm name	and st	yle of	M/s			with	the m	nain	Office	at
		in 1	the Distric	t of				_	aforesai	d (
hereinafter ca	alled 'Co	ontrac	tor') on the	other	part.					

WITNESSETH:

- 1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at_________.
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

- 3. The Company's Engineer shall have power to:
- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
- b) Order the Contractor to remove any inferior material from the 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 expenses.
- c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman 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 execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
- 4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry 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. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

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

- 7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
- 8. The duration of the contract shall be **78 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c.) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the

company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract 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, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10. The tendered all-exclusive of Service Tax Price (the Contract price) except service Tax is Rs. XXXXXXXXX(Not to be filled up by the bidder. This will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, up to the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

- 11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
- 12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.
- 13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
- 14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.
- 15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount

of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

- 16. The Contractor shall deploy local persons in all works.
- 17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

19.1 GENERAL OBLIGATIONS OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. Special Conditions

- a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., 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 monthly 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 amount equivalent to applicable P.F. Contribution.

21. ARBITRATION:

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996. Place of Arbitration: Duliajan

Page 5 of 7

22. FORCE MAJEURE:

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. 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. SET OFF CLAUSE:-

"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)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

27.0 <u>LIQUIDATED DAMAGES FOR DELAY IN MOBILISATIONAND/ OR</u> <u>COMPLETION OF WORKS AND SERVICES</u>

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization/completion date subject to a maximum ceiling of 7.5% of contract value.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND	
ON BEHALF OF	(Signature of Contractor or his legal
	Attorney)

GCC		CDI7066P16
by the hand of		(Full Name of Signatory)
its Partner/Legal Attorney		
		(Seal of Contractor's Firm)
		(Signature of witness)
And in presence of		
Date :		(Full Name of Signatory)
	Address:	
		(Signature of Acceptor)
SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED		Designation
Date		

SCC E-TENDER: CDI7066P15

SCOPE OF WORK, DESCRIPTION AND TECHNICAL SPECIFICATIONS OF EQUIPMENT

NAME OF WORK: Survey of existing approach and main leading roads for connection of existing Drilling Wells with DGPS / Total Stations, fixing of GPS Control Points at Suitable Interval and generation of software based maps in GIS module including supply of latest GIS software in Dibrugarh, Sibsagar and Tinsukia district in Assam.

ITEM OF WORKS:-

- 1. Fixing & Establishing of GPS Control Points in pair:
- a) Control Points in pair (for Reference points) shall have to be fixed by DGPS over grouted RCC Post (size-150mm X 150mm X 800mm) engrafted iron nail on top of the pillar at an interval of about 5 km apart preferably by the side of approach road, safe site inside well plinth and OIL Installation areas.
- b) All control points are to be numbered by marking with paint or engraved.
- c) Co-ordinates of all Control Points will be in UTM / WGS84 Co-ordinate system. Report of control point coordinates shall have to be submitted in both hard copy and soft copy.
- d) GPS observation (Base) time should be sufficient for maintaining accuracy. PDOP shall not exceed 5. Rate is inclusive of cost of RCC Pillar, Fixing & Grouting of pillar with CC and Survey as directed.
- 2. Road Survey with all utility:

Survey of all existing approach road to wells and main leading roads -

- a) Traverse shall have to be run by Total Station / DGPS from known Control Points established by DGPS with WGS 84 / UTM Co-ordinate system. Digital Level can be used for Elevation (MSL value).
- b) The limit of detailed survey for existing approach road / main road / leading road will be 10 m either side of carriage way.
- c) All natural and man-made features such as drain, houses, shops, sheds, big trees, electrical / telephone / HT lines, railway line, tube well, fencing, culverts etc are to be surveyed and shown in the map.
- d) Accuracy shall have to be maintained with closed traverse adjustment. In carrying out survey job the following accuracy of field work is to be maintained:-
- i) For closed Traverse- The allowable limit of closing error for angular correction will not more than root over Nx5 seconds (N= Number of angles in the traverse).
- ii) For linear correction- The allowable limit of error 1:50000 (Perimeter of the traverse).

SCC E-TENDER: CDI7066P15

e) All survey data shall have to be converted into WGS84 & UTM Co-ordinate and map to be generated in multilayer in GIS module using GIS Software.

- 3. Connection of all existing Drilling Wells:
- a) Traverse shall have to be run by Total Station / DGPS from known Control Points established by DGPS with WGS 84 / UTM Co-ordinate system.
- b) Digital Level can be used for Elevation (MSL value).
- c) Accuracy shall have to be maintained with closed traverse adjustment. In carrying out survey job the following accuracy of field work is to be maintained:-
- i) For closed Traverse- The allowable limit of closing error for angular correction will not more than root over Nx2 seconds (N= Number of angles in the traverse).
- ii) For linear correction- The allowable limit of error 1:50000 (Perimeter of the traverse).
- d) All survey data shall have to be converted into WGS84 & UTM Co-ordinate and map to be generated in multilayer in GIS module using GIS Software
- 4. Supply of latest GIS Software:

Supply of latest GIS software and one Work Station with 16 GB RAM including accessories for working with GIS software and maintenance (one year within normal warranty period + three years extended) including installation and Commissioning at Survey Section, Civil Engg Deptt, Oil India Ltd, Duliajan

Technical Specification of GIS software:

Features & Capabilities:

The Integrated Solution should have a single user interface that would be able to provide all Survey, Civil, GIS & Raster Analysis Capabilities described in this document-

- I) The Solution should be able to provide the Civil Data and GIS Data in a single file format, if necessary
- II) The Solution should be able to read existing legacy drawings (e.g DWG) and save to current versions or older versions of the same format

Features & Capabilities of Survey Solution:

A) Software must be able to import data from various sources for example: Read/write standard data formats automatically; Raw survey data from all major survey equipment; ASCII/text data formats; LiDAR data: ASCII and LAS; USGS Digital Elevation Model data; Aerial photographs; Raster files; Contour maps; Photogrammetric data.

SCC E-TENDER: CDI7066P15

B) Must be able to integrate mapping/GIS data with engineering data and handle geographic projection issues offering data interoperability, data analysis, data browsing, thematic mapping, reporting.

- C) Must offer intelligent feature based DTM and feature editing, Intelligent features defined by all phases, survey to design.
- D) DTM Analysis. Generate contours from data points accounting for breaks, random points, voids, edges and other criteria.
- i) Cut and fill delineation.
- ii) Controlled density of points on linear features for optimal surface presentation.
- iii) Color-coded display: triangles, slopes, aspect.
- iv) View slope vectors.
- v) View gridded DTM, View profiled model, View elevation model.
- vi) Generate grade contour
- E) Publishing Design information: Must be able to publish the data for archival and to communicate with other formats including –
- i) Create PDF.
- ii) Automated Plotting.
- iii) Export to Google Earth.
- F) GIS Data Creation:-
- i) The GIS solution should allow you to have an option to store Geometry & Attribute data in a single file.
- ii) The GIS solution should have facility to upload or store vector data into industry standard RDBMS like Access, SQL Server, Post GIS and Oracle, without ODBC or intermediate connecter/converter and edit the same data.
- iii) The GIS schema of the features should be stored separately for re-use in a XML (or equivalent) based format for re-usability. It should have facility to create report on any feature class schema.
- iv) The solution should have CAD based tools for easy digitization and this process should be customizable without programming
- v) Spatial Referencing/Geo-Referencing is mandatory and should have mechanism to geo-reference existing CAD or vector data which has different or local co-ordinate data.
- vi) It should set display the projection parameters of the map or create/edit custom co-ordinates. Should have facility to define local custom projection, datum, Reference ellipsoid parameters, vertical datum etc.
- vii) The solution should be able to create Rule based Symbology and Annotation and represent map features cartographically. It should have facility to set attribute value as symbol. Should have facility to set symbol properties

like color, size, alignments, orientation etc based on attribute value. Should store symbols or styles in database.

- viii) The solution should be able feature editing tools such as: Move,Rotate,Delete,Copy, Paste, Re-Shape, Bearing/Bearing Intersection, Delta X Delta Y, Delta X Delta Y From Point, Distance and Direction From Point, Distance/Distance Intersection, Orthogonal, Distance Along Feature, Constrain by Length, Constrain tangent, Offset, Azimuth, Bearing, Deflection Angle, Flipping, Undo and Redo Editing, Divide objects to N-Parts at specified intervals, Editing of vertex etc.
- ix) Should have Edit Geometry using Move Vertex, Move Vertex by Precision Key-in, Insert New Vertex, Edit Vertex Height, Delete Vertex, Edit a Circle Geometry, Edit an Arc Geometry, Re-digitizing Geometry, Constructing a Circular Fillet, Reverse line direction, Proportion Geometry, Square Geometry. Should have option for Maintain Coincidence.
- x) Should support to create cartographic dimensioning tools –like linear, polar, vertical, horizontal, Angular, Parallel, chain etc.
- xi) The application should have mechanism to create, edit and modify parcel data that is imported from site surveys and total stations. Should support all COGO functions.
- xii) Data Control/Quality Checks: The application should have tools to check for data errors such as duplicates, overlaps etc. and also, provide validation tools and correction facilities to quickly clean up data. Undershoots, Overshoots, Node Mismatch, Unbroken Intersecting Geometry, Non-Coincident intersecting geometry, Nearly coincident geometry, Fix Connectivity using following option: Trim Overshoots, Extend Undershoots, Break Crossing lines, Insert Vertex in crossing lines etc. and also, provide Attribute validation tools and Queued correction/editing facilities to quickly clean up data.
- xiii) Ability to convert existing legacy data (e.g DWG, DGN) to pre-defined GIS Schema easily. Should have option to read coordinate system from Micro station DGN files and should have option to open selective layers from CAD files like DWG, DXF or DGN.
- xiv) The application should have mechanism to create, edit and modify parcel data that is imported from site surveys and total stations.
- xv) The solution should provide tools generate Grids/Graticules and capability to read both Projected Co-ordinates and Geographic Co-ordinates simultaneously.
- xvi) Proposed software should allow creating associations between specific feature classes as well as rules controlling their geometric connectivity and the allowable number of connections (cardinality).
- G) Interoperability/GIS Utilities:-
- i) Should have standard GIS data management and analysis tools such as Attribute Query, Spatial Query, Join, union, Buffer Zone (Merged and Unmerged), Analytical Merge, Geocoding, Analyzing Geometry, Native Query, Functional Attribute, Update the analysis dynamically as data changes for faster QA/QC of Vector data.

ii) Should have facility to create continuous surface from discreet sampling data easily with Interpolation tools like IDW, Ordinary Kriging Suite, Spline, Triangulation, Density etc.

- iii) Should have capabilities to create thessien polygon
- iv) The GiS application should have standard and customizable templates to create maps for Plotting/Printing including general cartographic elements of a map such as Map Scale, Legend, North Arrows, Title Block, Logos, etc.The solution should have option to create map layout using more than one map window in both static and dynamic mode and export map layout into GeoTIFF, Tif, JPEG, BMP, PDF etc
- v) Interoperability Should be able to export to and Import from Shape files, Geo-database, CAD, KML and other industry standard vector formats.
- vi) The solution should enable geo-referencing of other external data that could be both Raster or Vector.
- vii) Should have dedicated coordinate conversion tool.
- viii) The Raster Solution should have the capability to attach, edit and modify multiple raster formats and sources.
- ix) The GIS Solution should have the capability of GPS Data Integration with simultaneous synchronization from mobile field units.

H) GIS Analysis

- i) Should have tools to create different topographic parameter like slope, aspect, Isolines or Contour, Contour labeling, Curvature, Volume, Viewshed, Insolation, Update Geometry Z Value from DEM or elevation data.
- ii) Should have tools to create Terrain surface from contour or mass point data.
- iii) Should have tools to edit elevation data like edit elevation value, fill depression or pit and mosaicking Elevation tiles with automatically updating/interpolating values in Gaps.
- iv) Should have standard GIS data management and analysis tools such as Buffers, Overlays, Joins etc.
- v) Network Analysis The application should have capability to analysis like find shortest path between two points on network based on Distance and Time, Radial Searches, Network Tracing.
- vi) Handles 3D Editing, Visualization, Draping natively without additional modules and extensions.
- vii) Should have Spatial Analysis Tools such as Rubber Sheeting, Transformation, Edge-matching Tools.
- viii) Should support following Profile viewing tools like: Spectral profile for hyperspectral analysis, Spectral reference libraries, Spatial profile for cross-section, surface distance, and line-of-sight analysis, Surface profile for rapid isometric surface views, Point cloud profile and measurement etc
- ix) Should have facility to create continuous surface of environmental parameter with Interpolation tools like IDW, Ordinary Kriging, Ordinary Kriging Suite, Spline, Triangulation, Density etc.

SCC E-TENDER: CDI7066P15

Technical specification of Work Station:-

Features & Description:-

- i) Make: Must be mentioned by the vendor
- ii) Model: Must be mentioned by the vendor
- iii) Processor: Intel Core i7(64 bit, latest generation) Minimum 2.8GHz, 8 Mb cache
- iv) Graphics: Dedicated Nvidia Geforce 1GB
- v) RAM: 16 GB DDR3 1.33 GHz
- vi) HDD: 1 TB SATA 3GBps(minimum) HDD, 72000rpm NCQ
- vii) Optical Drive: 16x DVD combo +/- RW
- viii) Ethernet: Integtrated 10/100/1000 Mbps Ethernet controller and IPV6 complaint
- ix) Expansion: One PCI Express 2.0 slot & One PCI 2.0
- x) Operating system: Windows 7 Professional / Windows 8.1
- xi) I/O: Front I/O ports, Interface USB 2.0 ports, Headphone and microphone jacks, Rear I/O ports, 1x VGA video ports, 4x USB (at least 1 USB 3.0) port, 1x Gigabit Ethernet port, Microphone and Headphone jacks
- xii) Chassis: Vertical tower
- xiii) Display: 24" LED monitor 1280x1024 resolution SXGA with driver software. Standard accessories and cables same colour as CPU box.
- xiv) Others: Optical scroll mouse(USB) and mouse pad, USB keyboard, Power cables, all driver CDs, system and user manual, power extension spike guard (4 sockets of 5 amp output).
- 5. Report and supply of Survey map:
- a) Report of Wells, roads and control point coordinates in both hard copy and soft copy shall have to be submitted at Survey Section, Civil Engg Deptt, Oil India Ltd, Duliajan.
- b) Supply of surveyed map (hard copy) 3 sets in 1:25000 scale showing therein Grid lines (UTM) & Lat, Long (WGS84) and one copy in soft format (CAD). In Hard copies there should be common Grid lines for mosaic all around.

6. Training for GIS software:

Training for GIS software to our survey personnel for four weeks shall have to be imparted in three phases at survey section under Civil Engg. Deptt.

- a) 1st phase: Two weeks, just after supplying and installing the GIS software for capacity building.
- b) 2nd phase: One week during preparation of map in GIS module with surveyed data after completion of field survey work.
- c) 3rd phase: One week as and when asked for at the event of facing difficulties during data editing, incorporation, printing etc.

SCC E-TENDER: CDI7066P15

7. Mobilization Charge: - Mobilization charge includes conveyance, Accommodation/ Base Camp/ establishment of office, cost of mobilisation of equipments & accessories etc.

8. PPE Items:- Providing necessary personal protective equipment (PPE) to their survey personnel at working sites & OIL installation areas to protect against health and safety risk which includes items like safety boots, gum boots, safety helmets, rain-coats, barricading tapes etc.

Special Notes:

- 1. Survey work:-
- a) Providing of all required materials, consumables, tools, labours, supervision costs, transportation, instruments and all other necessary things to complete the job within the time schedule.
- b) The volume of work may be enhanced or reduced at sole discretion of the Company.
- 2. GIS software and Work Station with maintenance for a period of 3(Three) years after the expiry of the standard warranty period of 1 (one) year:-
- a) GIS software shall have to be supplied at least one month prior to start the project work for capacity building.
- b) Installation & Commissioning of software and Work Station shall have to be done in Survey Section under Civil Engg. Deptt., OIL, Duliajan, including demonstration about operation, maintenance and performance.
- c) The software and Work Station must have a minimum warranty period of one year commencing from the date of installation.
- d) All operational and technical manuals and literatures must be in English.
- e) Software will contain CD for installation + Dongle + user manual.
- f) The supplier must guaranty the services under warranty period including extended maintenance for 3 (Three) years from OEM (after expiry of normal warranty period) which includes:-
- i) Free Updates on current software version as and when New Version releases.
- ii) Free Replacement of DVD-ROM in case of damage.
- iii) Free Replacement of License Security Key (if provided) in case of damage.
- iv) Free onsite Training and Procedural guidance for the New Version.
- v) Unlimited Technical support over phone/email/remote desktop shall have to be provided. If remote support issue is un-resolved, physical support shall have to be provided.
- vi) Customer Portal access for online resource & technical support shall have to be provided.
- vii) Maintenance of Work Station shall have to be done onsite during warranty & extended maintenance period.

SCC E-TENDER: CDI7066P15

- 3. Training:
- a) An exhaustive on job training programme on the complete project with its application software in three phases shall have to be provided at Survey Section, Civil Engg. OIL, Duliajan.
- b) Training includes operation and maintenance of software, collection of survey data, plotting in different layers, generation of reports, creation of contours, grid, area, volume, data processing, data creation in different format, edit, image and topographic extraction etc. and printing complete.
- 4. Payment schedule of Mobilization Charges:
- 1.1 The Mobilization charge will be paid in 3 (three) phases.
- a) First phase- 40% of total Mobilization charge in 1st running bill.
- b) Second phase- 30% of total Mobilization charge in running bill after 6 (six) months of start of work.
- c) Third phase- 30% of total Mobilization charge after completion of the job.

******End	of SCC******	

OIL INDIA LIMITED (A Govt. of India Enterprise)

Description of Service: Survey of existing approach and main leading roads for connection of existing Drilling Wells with DGPS / Total Stations, fixing of GPS Control Points (in Pair for future reference) at Suitable Interval and generation of software based maps in GIS module including supply of latest GIS software in Dibrugarh, Sibsagar and Tinsukia district of Assam

Part-II Schedule of Work, Unit and Quantity (SOQ)

S.Line	Description of Services-	Quantity	UOM
10	Fixing & Establishing of GPS Point: Fixing & Establishing of GPS Control Points in pair:-Control Points in pair (for Reference points) shall have to be fixed by DGPS over grouted RCC Post (size-150mm X 150mm X 800mm).	315	PAA(PAIR)
20	Road Survey with all utility: Road Survey with all utility:-Survey of existing Approach road to Wells and Main leading roads. The limit of detailed survey for existing approach road / main road / leading road will be 10 m either side of carriage way.	1,600	KM(KILOMETER)
30	Connection of all exitg. Drilling Wells: Connection of all existing Drilling Wells:- Traverse shall have to be run by DGPS / Total Station from known Control Points established by DGPS.	1,200	NO(NUMBER)
40	Supply of latest GIS Software: Supply of latest GIS Software : Latest GIS software and one branded Work Station with 16 GB RAM including accessories for working with GIS software and maintenance(one year within normal warranty period + three years extended) including installation and Commissioning at Survey Section, Civil Engg Deptt, Oil India Ltd, Duliajan	1.00	USR(USER)
50	Report & supply of Survey map: Report & supply of Survey map: Surveyed map:- 3 sets (hard copy) in 1:25000 scale showing therein Grid lines of UTM & Lat, Long (WGS84) and one copy in soft format (CAD).	1.00	UNI(UNITS)
60	Training for GIS Software :Training for weeks shall have to be imparted in three phases to survey personnel at survey section under Civil Engg. Deptt.	1.00	EA(EACH)

SOQ

E-TENDER CDI CDI7066P16

			GRAND TOTAL₹
90	PPE Items : PPE Items	1.00	EA(EACH)
70	Mobilization Charge: Mobilization Charge	1.00	EA(EACH)

NOTE:

- 1. Bidder to quote Unit Rate for a particular item as per above price bid format.
- 2. Bidders are requested to quote exclusive of Service Tax. Service Tax, if applicable shall be to the Company's Account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
- 3. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax
- 4. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the GRAND TOTAL Value of the bid as per the Price Bid Format

*****End of SOQ*****

Part IV SCPME CDI7066P16

OIL INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE) CONTRACTS DEPARTMENT, DULIAJAN

Schedule of company's Plants, Materials and Equipments :SCPME: PART-IV

Not Applicable

Part V SM CDI7066P16

TO,
HEAD-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service:

Survey of existing approach and main leading roads for connection of existing Drilling Wells with DGPS / Total Stations, fixing of GPS Control Points (in Pair for future reference) at Suitable Interval and generation of software based maps in GIS module including supply of latest GIS software in Dibrugarh, Sibsagar and Tinsukia district of Assam.

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 have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said 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. 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) 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.

(Seal)	Yours Faithfully
Date M/s	
	FOR & ON BEHALF OF BIDDER

INTEGRITY PACT

Between

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

And

(Name of the bidder)......hereinafter referred to as "The Bidder/Contractor"

PREAMBLE:

The Principal intends to award, under laid down organizational procedures, contract/s for

Survey of existing approach and main leading roads for connection of existing Drilling Wells with DGPS / Total Stations, fixing of GPS Control Points (in Pair for future reference) at Suitable Interval and generation of software based maps in GIS module including supply of latest GIS software in Dibrugarh, Sibsagar and Tinsukia district of Assam.

(IFB No. CDI7066P16)

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

- (A) 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.
- (B) 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 Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (A) 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.
- (B) 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

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 risibility 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.

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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

Integrity Pact

come to an agreement to their original intensions.

For the Principal	For the Bidder/Contractor
Place: Duliajan.	Witness 1:
Date:	Witness 2:

PROFORMA - I

BID FORM

To
THE HEAD (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM # 786 602

ASSAM # 786 602
Sub: IFB No. : <u>CDI7066P16</u>
Dear Sir,
Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of(Price not to be indicated) stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:
We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of issue of Company's LOA.
We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.
We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this day of 2015.
Signature and seal of the Bidder:
(In the capacity of) :
Name of Bidder :

PROFORMA – II

LETTER OF AUTHORITY

To, THE HEAD (CONTRACTS) OIL INDIA LIMITED (A Govt. of India Enterprise) P.O. DULIAJAN DIST. DIBRUGARH ASSAM # 786 602
Sir,
Sub: IFB No. <u>CDI7066P16</u>
We confirm that Mr (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.: for "Hiring of Survey of existing approach and main leading roads for connection of existing Drilling Wells with DGPS / Total Stations, fixing of GPS Control Points (in Pair for future reference) at Suitable Interval and generation of software based maps in GIS module including supply of latest GIS software in Dibrugarh, Sibsagar and Tinsukia district of Assam".
We confirm that we shall be bound by all and whatsoever our said representative shall commit.
Yours Faithfully,
Signature: Name : Designation: For & on behalf of :
Note: This letter of authority shall be printed on letter head of the Bidder and shall be signed by a competent person to bind the Bidder.

Page2/6

PROFORMA - III

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature:	
Name:	
Designation:	
Seal of the Bidder:	

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

ANNEXURE- I

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

ANNEXURE- II

FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other format acceptable to Oil India Ltd.

To:
M/s. OIL INDIA LIMITED,
For Head(Contracts),
Duliajan, Assam, India, Pin - 786 602.
WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted their offer Dated for the provision of certain
Bidder") has submitted their offer Dated for the provision of certain
services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan
Assam, India (hereinafter called the Company)'s Tender No. CDI7066P16
KNOW ALL MEN BY these presents that we (Name of Bank) or
(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
2014.
2011.
THE CONDITIONS of these obligations are:
(1) If the Bidder withdraws 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 agreement 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 are destable to make the Common to the above amount are a societ of its
We undertake to pay to Company up to the above amount upon receipt of its
first written demand (by way of letter), 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
and the two

conditions, specifying the occurred condition or conditions.

PROFORMA & ANNEXURE

Place:

CDI7066P16

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

Notwithstanding anything contained hereinabove:

(i) Our liability under the guarantee shall not exceed
(ii) This Bank Guarantee shall be valid only up to//
(iii) We are liable to pay the guaranteed amount or any part thereof under this
Bank Guarantee only and only if we receive a written claim or demand
on or before//
SIGNATURE AND SEAL OF THE GUARANTORS
Name of Bank & Address
Witness
Address
(Signature, Name and Address)
Date:

- * 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 i.e minimum 210 days validity.
