

E-TENDER NO. : CNI4443P12

OIL INDIA LIMITED

(A Govt. of India Enterprise)

NEF Project, Duliajan

COVERING LETTER

E-TENDER NO. : CNI4443P12

Date : 23.12.2011

OIL INDIA LIMITED (OIL) a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms / contractors meeting the requisite criteria for the following mentioned work under **Single Stage Two Bid System** for its NEF Project through its e-Procurement site :

[https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)

Description of Work/ Service	Location	Time of Completion (Weeks)	(i) Bid Closing/ Opening Date (ii) Earnest money deposit (Non-interest bearing)
Construction of Approach Road, Plinth, Road over Plinth, Foundation, Effluent Pit, including providing services of all Plants & Machineries, Road Rollers and supply of all materials at site except Cement for Location AMG-3 under Amguri NELP Block in the district of Sivasagar, ASSAM.	NELP Block under Amguri (Loc. AMG-3)	20 Weeks	(i) 25.01.2012 (ii) ₹ 2,95,000.00

LOCATION : Amguri in Sivasagar District, Assam.

CONTRACT PERIOD: 20 (Twenty) weeks.

TENDER FEE : ₹ 5,000.00 (Rupees Five Thousand only)

BID CLOSING DATE & TIME : **25-01-2012 (11:00 AM)**

TECHNICAL BID OPENING DATE & TIME : **25-01-2012 (2:00 PM)**

Bid Security Deposit: ₹ 2,95,000.00 (Rupee Two Lakh Ninety Five Thousand only)

Tender Document will not be issued physically by Company. The interested Bidders must submit their applications to HEAD-NEF, OIL INDIA LIMITED, DULIAJAN – 786602, ASSAM showing full address (clearly indicating their e-mail ID) alongwith the non-refundable Tender Fee (PSUs and SSI Units registered with NSIC are exempted) in favour of M/s. OIL INDIA LIMITED and payable at DULIAJAN, between 2nd January, 2012 and 18th January, 2012 during office hours only i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL's website **www.oil-india.com**.

E-TENDER NO. : CNI4443P12

- a) Earnest money/Bid Security deposited vide Demand Draft/Banker's Cheque / Money Receipt/Bank Guarantee

No. _____ dated _____ of _____

The Original Bid Security (in hard copy) as above must reach the office of Head-NEF, NEF Project, Oil India Ltd, Duliajan -786602, Assam, on or before the scheduled bid opening time and date, otherwise the Bid will be rejected. Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office of the HEAD-NEF on or before 2:00 PM on the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

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

The **Bid Security/EMD** is to be submitted alongwith a covering letter mentioning the IFB No., Bidder's name and address in a sealed envelope superscribing the e-Tender Number and description of work and addressed to :

HEAD-NEF
OIL INDIA LIMITED
NEF PROJECT
DILIAJAN – 786602
ASSAM

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Money Receipt/Bank Guarantee from a Nationalised Bank in favour of M/s. Oil India Limited and payable at DULIAJAN, on or before the scheduled bid opening date & time. This Earnest Money/Bid Security shall be refunded to the unsuccessful bidders immediately after finalization of agreement, but is liable to be forfeited as per clause No. 7.0 & 7.1 below. Successful bidder's Earnest Money/Bid Security will be refunded upon their signing the contract and submission of Performance Security Deposit.

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

- b) Bidders to confirm that in the event of award of Contract they will submit Performance Security Deposit @ 2.5% of the total contract value and their acceptance of payment after deduction @ 7.5% against each running bill towards retention money as per Company policy. Earnest Money/Bid Security, Performance Security Deposit and Retention Money will not earn any interest whatsoever.

2.0 Bids must be uploaded on-line through OIL's e-Tendering Portal up to **11:00 hrs** (IST) (Server Time) on the date of bid closing as mentioned and the Techno-commercial Bids will be opened on the same day at **14:00 hrs** (IST) at the Office of Head-NEF, NEF Project, Oil India Ltd, Duliajan, Assam in presence of authorized representative of the bidders. Priced /Commercial Bids of the technically qualified bidders will be opened subsequently on a pre-determined date, which will be notified to all such bidders separately nearer the time.

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

E-TENDER NO. : CNI4443P12

2.2 The rates shall be quoted online per unit as specified in the “Price Bidding Format” attached just below the “Tendering Text”. Bidder should note that no pricing information is furnished in the “**C-Folder**” (**Un- priced Techno-commercial Bid**) otherwise the bid will be rejected.

2.3 All other techno-commercial documents other than price details to be submitted with un-priced Techno-commercial bid as per tender requirement placed in the ‘Techno-commercial’ bid folder.

2.4 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.

2.5 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.

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

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

3.0 Recommended bidder(s) will be required to furnish the following before issuance of Letter of Award of contract.

- (a) PAN/GIR details.
- (b) VAT registration details
- (c) Direct P.F. Code or exemption certificate from concerned authority or a declaration that the provision of P.F. Act is not applicable to him/them and in case the P.F. is to be deposited later on, the same will be deposited by the Bidder(s).

4.0 The bidders should quote their rates online against individual items strictly in line with the Price Schedule Format. The rates shall be quoted within (+/-) 10% (Ten percent) on OIL-SOR against individual items as specified in Schedule of Works (part-II) subject to the limit of overall percentage from at par to (-10%) on the internal estimated contract cost. However, the bids with overall percentage quoted at below (-10%) on the OIL-SOR and above internal estimated cost will be rejected outright. The rates shall be in figures as well as in words. In case of discrepancy, the rates quoted in words shall be considered.

In case of any identical situation, the L-1 bidder will be decided through draw of lots.

4.1 Company’s rates against individual items are inclusive of applicable VAT.

5.0 Before submission of bids, the bidder is advised to inspect the work site with permission from Chief Engineer (Civil) – NEF or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. He may also seek such clarification from this office as re deemed necessary.

6.0 The Company reserves the right of rejecting any or all tenders, or accepting any tender in part, without assigning any reason.

E-TENDER NO. : CNI4443P12

7.0 No bidder shall be permitted to withdraw their bid after its opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit his Earnest Money in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.

7.1 Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Earnest Money in full. Such modification (s) may also call for debarment of the bidder as mentioned above.

8.0 The bid must be valid for 180 (one hundred eighty) days from the date of opening of the tender.

9.0 Conditional offers are liable for rejection at the sole discretion of the Company.

10.0 Time shall be regarded as the essence of the contract and the failure on the part of Contractor to complete the work within the stipulated time, shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/contract.

11.0 **Security Deposit/Performance Security** : Applicable @ 2.5% (two and half percent) of the total contract value.

The successful bidder must furnish a Security Deposit/Performance Security in form of Bank Draft/Banker's Cheque/Bank Guarantee in favour of M/s. OIL INDIA LIMITED, DULIAJAN, payable at DULIAJAN, as specified above before signing the formal contract. The Security Deposit/Performance Security will be refunded to the Contractor after satisfactory completion of the work, but part or whole of which shall be used by the Company in realization of liquidated damage or claim, if any, or for adjustment of compensation/loss due to Company for any reason. This Security Money shall not earn any interest.

12.0 Retention money @ 7.5% (seven and half percent) will be deducted from Contractor's each running bill/invoice. The same will be released after six (6) months from the date of issue of completion certificate from the concerned Department after due recovery/adjustment, if applicable any to the Company.

13.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued alongwith 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 alongwith the Un priced bid document.

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

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

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

E-TENDER NO. : CNI4443P12

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

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

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

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

14.0 Backing out by L-1 Bidder after issue of LOA : In case Letter of Award (LOA) issued by Company is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the bid document, the Bid Security/Earnest Money shall be forfeited and the bidder shall be debarred pursuant to clause No. 7.0 above.

15.0 Furnishing Fraudulent Information/Documents : If it is found at any time that, a Bidder/Contractor has/had furnished fraudulent documents/information, the Bid Security/Performance Security shall be forfeited and the bidder/ contractor shall be debarred for a period of three (3) years from the date of detection of such fraudulent act, besides legal action.

16.0 Bidder (s) must also furnish the following:

- (a) NAME OF FIRM :
- (b) DETAIL POSTAL ADDRESS :
- (c) MOBILE/TELEPHONE No. :
- (d) E-MAIL ADDRESS :
- (e) FAX No. (If available) :
- (f) CONTACT PERSON :
- (g) OIL's VENDOR CODE (If available) :

17.0 The Tender will be governed by:

- (a) Covering Letter
- (b) Part-I (Conditions of Agreement)
- (c) Part-II (Schedule of Work)
- (d) Part-III (Special Conditions of Contract)
- (e) Part-IV (Schedule of Company's Plant & Materials)
- (f) Part-V (BRC/BEC)
- (g) APPENDIX-A (Safety Measures)
- (h) APPENDIX-B (Integrity Pact)

18.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid document or submission of offers not substantially responsive to the tender in all respect will be at the bidders' risk and may result in rejection of its bid without seeking clarifications.

19.0 This Tender is processed under Single Stage-Two Bid System. Bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICED” bids through electronic form only in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Techno-commercial Bid is to be uploaded in the “c-folder” as per the Scope of Work and Technical Specifications mentioned in this tender. The Priced Bid rates shall be quoted per unit as specified in the “Price Bidding Format” attached just below the “Tendering Text” in the main bidding engine of OIL’s e-Tender Portal. The rates quoted in the “Price Bidding Format” will only be considered for evaluation.

On change Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated below:

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions.

20.0 During Technical Bid opening, only the Collaboration Folder (c-Folder) will be opened. Therefore, the bidder should ensure that Techno-commercial bid is uploaded in the c-Folder link (collaboration link) under Un-priced Bid Tab page only. No price should be given in above c-Folder, otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.

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

21.0 Integrity Pact : OIL shall be entering into an Integrity Pact with the bidders as per format enclosed. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. This proforma has to be returned/ uploaded by the bidder (alongwith their techno-commercial bid) duly signed digitally by the same signatory who signs the bid i.e., who is duly authorized to sign the bid. Any bid not accompanied by the Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected. 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 signs the bid.

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

CHIEF MANAGER (M&C-NEF)
FOR HEAD – NEF

OIL INDIA LIMITED
(A Govt. of India Enterprise)
NEF Project, Duliajan

WORKS CONTRACT

E-TENDER NO. : CNI4443P12

DESCRIPTION OF WORK/SERVICE :-

Construction of Approach Road, Plinth, Road over Plinth, Foundation, Effluent Pit, including providing services of all Plants & Machineries, Road Rollers and supply of all materials at site except Cement for Location AMG-3 under Amguri NELP Block in the district of Sivasagar, ASSAM.

CONDITIONS OF AGREEMENT

MEMORANDUM OF AGREEMENT made this _____ day of _____ between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the district of Dibrugarh, Assam (hereinafter called "Company") of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners/proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the district of _____ aforesaid (hereinafter called "Contractor") 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 any thing therein contained being inconsistent with any 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. a) 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 are inclusive of 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.

b) Contractor shall have to produce necessary cash memos towards forest produce used against the contract to Chief Engineer (Civil)-NEF, from the authorities prior to processing of final payment. In absence of such cash memos, if applicable, the final bill shall not be processed.

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 upto 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 materials 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. The rates to be applied for such deviation order shall be the same for those appearing in Company's Schedule of Rates in force on the date of issue of such deviation order, to which the Contractor has no objection.

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. During the actual execution of the contract, if any, additional items (deviated items) are required, which are not covered in the tender, payments of such items shall be made at the current OIL Schedule of Rates. In case of positive variation in quantity of any item from the quantity mentioned in the schedule of work during the actual execution of work, the Contractor will have to carry out the positive varied quantity at the contract rate, or internally estimated rate, whichever is lower.

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 upto 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 following Acts:

- i) The Mines Act
- ii) The Minimum Wages Act, 1948
- iii) The Workman's Compensation Act, 1923

E-TENDER NO. : CNI4443P12

- 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 thereunder.
- 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) VAT
- 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 materials from the site on completion of work and shall leave the site clean and tidy.

Work Completion Time : The Contractor must complete the work within 20 weeks of the written order to commence work. During the currency of the job execution, the work progress must be commensurate with the time elapsed. In the event of any delay on the Contractor's part in timely completion of the assigned jobs as stipulated above, liquidated damages will be applicable at the rate of 0.5% (half percent) of the total contract value for delay of per week or part thereof, upto a maximum of 7.5% (seven and half percent) of the total value of the contract.

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 event taking shape or form at any place of the Company's works or/and its neighbourhood.

10. The total evaluated value of the contract (all inclusive Price) is estimated to be ₹ _____ **(Not to be filled up by bidders while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of contract to the successful bidder)**, but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the schedule of work Part-II of this contract.

On account payment shall be made for the work completed by the Contractor, not oftener than monthly, after deducting the retention money @ 7.5% of the running bills. Final payment shall be made after satisfactory completion of the assigned jobs 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. Taxes will be deducted at source as per the existing Act, wherever applicable.

11. The Contractor employing twenty (20) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate

E-TENDER NO. : CNI4443P12

licencing officer before undertaking any contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

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

13. 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 hereof shall prevail and the accounts between the parties will be in accordance therewith finalized.

14. The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo pr any other inflammable materials within any Company's fenced area.

15. The Contractor shall ensure that all persons 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 persons who are not provided with the same.

16. 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. However, any subsequent increase in such statutory taxes after the bid opening date will be borne by the Company. Similarly, if there is any decrease in such statutory taxes after the bid opening date, the Company shall recover the decreased amount of such taxes from the Contractor.

17. The Contractor shall deploy local persons in all works.

18. The Contractor shall not engage minor labour below eighteen (18) years of age under any circumstances.

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (latest editions).

20. Special Conditions

a) The amount of retention money shall be released after six (6) 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 worker's 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 the 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 12% P.F. contribution on wage component.

E-TENDER NO. : CNI4443P12

d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost.

e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.

f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.

g) The Contractor shall have to work during rainy seasons also.

h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.

i) Efficient workmen to be engaged by the Contractor.

j) The Contractor's representative should report to Engineer-in-charge on all working days at 7:00 AM and 3:00 PM (IST) for instructions.

k) Materials if rejected should be removed from site within forty eight (48) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.

l) The Company reserves the right to get the part or whole work complete at the risk and cost of Contractor if he fails to complete the work within the agreed stipulated time frame without any valid reason. The Company's decision in this regard shall be final and binding on the Contractor.

m) The Contractor shall obtain labour clearance within seven (7) days of signing the Contract.

n) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to the entire satisfaction of the Engineer-in-charge and at the Contractor's expense.

o) The Contractor shall be in a position to execute 2(two) locations simultaneously.

p) If required, The Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.

q) If needed, water and electricity will have to be arranged by the Contractor at their own cost.

r) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (latest editions) while executing the work.

s) The Contractor shall provide all requirements and facilities for the personnel engaged by him/them for job execution during progress of work at site as may be necessary.

t) The Contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in-charge.

E-TENDER NO. : CNI4443P12

u) The program of works to be submitted in the form of Bar Chart within three (3) days after receipt of work order.

21. SPECIAL INSTRUCTION

The Bidders must quote considering the prevailing minimum labour wage rate for each day of work.

22. ARBITRATION

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996 and the place of arbitration will be DULIAJAN.

23. FORCE MAJEURE

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

24. 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 Chief Engineer (Civil)-NEF before actual deployment.

25. In case of any doubt and dispute to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the Contractor.

26. SET OFF CLAUSE

Any sum of money due and payable to the Contractor (including Security Deposit refundable to them) under this contract or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

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

SIGNED & DELIVERED

FOR AND ON BEHALF OF

(Contractor)

(Company)

OIL INDIA LIMITED
(A Govt. of India Enterprise)
NEF Project, Duliajan

E-TENDER NO. : CNI4443P12

DESCRIPTION OF WORK/SERVICE :-

Construction of Approach Road, Plinth, Road over Plinth, Foundation, Effluent Pit, including providing services of all Plants & Machineries, Road Rollers and supply of all materials at site except Cement for Location AMG-3 under Amguri NELP Block in the district of Sivasagar, ASSAM.

SCHEDULE OF WORK, UNIT, QUANTITIES, RATE & PRICES

Srl. No.	Description of Work	Unit	Qty	OIL's Internal Rate per unit (₹)
	SECTION - A			
	LABOUR SUPERVISION & RELATED TRANSPORT WHEREVER APPLICABLE.			
1	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned up to a lead of 1000 mtrs. including removal and disposal of top organic soil not exceeding 150 mm in thickness as per Technical Specification Clause 201. By Manual Means:-In area of light jungle.	HEC	3.70	31,914.00
2	Cutting and uprooting manually all kinds of tea bushes, small bamboo stumps or any other small under growth etc.	Each	15,360	13.72
3	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m. All kinds of soil.	Sqm	18,300	6.64
4	Felling trees of the girth (measured at a height of 1 m above ground-level) including cutting of trunks and branches removing the roots and stacking of serviceable material and disposal of	Each	550	105.87

E-TENDER NO. : CNI4443P12

	unserviceable. Beyond 30cm girth upto and including 60 cm girth.			
5	Felling trees of the girth (measured at a height of 1 m above ground level) including cutting of trunks and branches removing the roots and stacking of serviceable material and disposal of unserviceable. Beyond 60 cm girth upto and including 120 cm girth.	Each	60	466.23
6	Cutting and removing bamboos (Jati/Bhaluka) and stacking them at about 30m. distance away from site of operation including cutting branches and cleaning the site.	NO	1,500	5.79
7	Uprooting tree stumps and removing them to 30m from site of operation for girth of tree from 300mm upto one metre.	Each	450	96.60
8	Uprooting tree stumps and removing them to 30m from site of operation for girth of tree from 300mm upto one metre., but for girth of tree over one metre and upto 2 metre.	Each	60	173.20
9	Uprooting bamboo stumps and removing from site.	Sqm	300	482.90
10	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required.(The Contractor shall be respon-sible for all formalities of supply of earth such as purchase of land including royalties, monopoly /other statutory taxes as required from any distance.)	Cum	5,300	252.60
11	CONSTRUCTION OF 150MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. (Road roller supplied by Contractor).	Sqm	13,200	48.44
12	CONSTRUCTIONS OF 150 MM THICK (CONSOLIDATED) GRAVELLED ROAD	Sqm	10,500	55.46

E-TENDER NO. : CNI4443P12

	including providing well compacted side berms with earth on either sides, one metre wide and 50mm thick above final level of gravelled road, dressing sub-grade (including cutting of earth up to 75mm deep) to required level, spreading gravel in two layers with bindage of dry earth and dry rolling each layer separately until fully compacted and finally spreading sand shingles uniformly to 25mm thick and re-rolled as directed.(Ref. to MoRTH Spec.401)(Road roller provided by contractor)			
13	CONSTRUCTION OF WATER BOUND MACADAM base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec.404) and as directed as applied over new consolidated surface. (Road roller supplied by Contractor).	Sqm	2,700	54.29
14	Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00m.	Cum	250	132.00
15	Spreading sand / filling, dry sand over sunken road surface, including carrying from a distance of 30.00 m	Cum	175	53.45
16	Supplying, transporting to site & Laying Reinforced cement concrete pipe NP3 600 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .	Mtr.	19.20	2,879.66
17	Supplying, transporting to site & Laying Reinforced cement concrete pipe NP3 1000 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in double row including fixing collar with cement mortar 1:2 but excluding excavation, protection	Mtr.	38.40	17,940.46

E-TENDER NO. : CNI4443P12

	works, backfilling, concrete and masonry works in head walls and parapets .			
18	Filling empty cement bags with sand of minimum volume of 0.025 Cu. m per bag, tying open end with rope / wire and stacking at filling yard ready for transporting, excluding supply of sand & empty cement bags.	Per 100 Bags	20	487.05
19	Single bamboo spur and palisading of whole 2nd class bamboo (jati or Bethua) 65 mm to 75 mm dia and closely packed & driven, including fitting fixing with half bamboo kamis horizontally in three rows with cane or tying wire complete and struts 1500 mm apart longitudinally and providing brush wood as per drawing and tech. specifications Clause 1302.5(a) Driven at least 900 mm below ground and 1800 mm above ground on.	Mtr.	100	111.25
20	Embankment Construction with Material Obtained from Borrow Pits : Construction of embankment with approved material obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000 m as per Technical Specification Clause 301.5(Road roller cost included)	Cum	7,000	166.93
21	Compacting original ground supporting subgrade (Loosening of the ground upto a level of 500 mm below the subgrade level, watered, graded and compacted in layers to meet requirement of table 300-2 for subgrade construction)(Road roller cost included)	Cum	3,500	62.76
22	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. In all kinds of soil.	Cum	400	133.99
	SECTION - B			
	SUPPLY OF ALL MATERIALS AT SITE OF			

E-TENDER NO. : CNI4443P12

	WORK INCLUDING ALL ROYALTIES AND OTHER CHARGES TO BE BORNE BY THE CONTRACTOR			
23	Supply of Gravel (65mm graded down to 25mm), hard, clean and free from foreign materials	Cum	1,990	1,184.09
24	Supply of Sand Shingle(containing 60 to 80% sand & 40 to 20% shingle of size 20mm graded down to 5mm), clean and free from clay and rubbish etc.	Cum	350	1,099.87
25	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	Cum	2,450	1,141.98
26	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disintegrated pieces, organic and other foreign matters(63mm to 45mm graded)	Cum	275	1,773.65
27	Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish.	Cum	150	422.39
28	Supply of Jhama bricks bats-each bat not smaller then 1/3 of a full brick.	Cum	150	909.32
29	Supply of Stone Dust.	Cum	10	894.32
	SECTION - C			
	LABOUR SUPERVISION AND RELATED TRANSPORT WHEREVER APPLICABLE.			
30	Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilising the remaining earth locally for road work) for Ordinary Soil by Manual Means (Depth upto 3 m)	Cum	226	168.00
31	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:1.5:3 (1 Cement: 1 1/2 coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	0.38	715.09

E-TENDER NO. : CNI4443P12

32	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:4:8 (1 Cement: 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	Cum	8.82	708.87
33	Laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement - All work upto plinth level : 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	374	846.55
34	Centering & shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	Sqm	385	68.94
35	Trowel finishing concrete surface.	Sqm	639.78	40.85
36	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	94	674.14
37	Supplying, Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	Kg	18,320	56.90
	SECTION - D			
	SUPPLY OF ALL MATERIALS AT SITE OF WORK INCLUDING ROYALTIES AND OTHER CHARGES TO BE BORNE BY THE CONTRACTOR.			
38	Supply of <u>Local bricks</u> - First Class	NO	43,240	5.43
39	Supply of Broken stone-Boulder broken (18mm graded down to 10mm), hard and clean.	Cum	345	2,309.07
40	Supply of <u>Sand</u> for general use with normal moisture content to be clean and free from clay rubbish.	Cum	202	422.39
41	Supply of Timber for shuttering.	Cu Decimetre	3,210	15.93
	SECTION - E			
	TRANSPORT ONLY			
42	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. &	MT	150	45.53

E-TENDER NO. : CNI4443P12

	C.C. pipes below 100 mm dia and other heavy materials : Upto 1KM			
43	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 1KM and Upto 2KM	MT	150	51.97
44	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 2KM and Upto 3KM	MT	150	58.35
45	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 3KM and Upto 4KM	MT	150	64.49
46	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 4KM and Upto 5KM	MT	150	70.48
47	Extra on Item No. 46 above for Carriage of material on every additional KM: Beyond 5KM and Upto 10KM	Ton-Km	750	5.38
48	Extra on Item No. 47 above for Carriage of material on every additional KM: Beyond 10KM and Upto 20KM	Ton-Km	1500	4.50
49	Extra on Item 48 for Carriage of material on every additional KM: Beyond 20KM	Ton-Km	23,740	3.73

- NOTE : 1. Company's above internal estimated rates are exclusive of P.F.
2. The Bid must cover the entire services mentioned above. Bid, which does not include all the jobs/services mentioned in the tender document/price schedule format will be considered as incomplete and rejected.

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SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK :

Brief specifications are given here under for general guidance purpose of the bidders. The job scope includes construction or improvement of approach road, preparation of plinth, road over plinth effluent pits, pillow and R.C.C foundations as per detailed drawings and layout drawings and all other activities as spelt out in the detailed drawings and specifications. It shall be clearly be noted that the bidders are required to give their rates taking into consideration all aspects as per site requirements and specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials (except cement) and labour and other taxes & levies. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and also any other works necessary to complete the job though especially not covered in the scope of work.

In general, the scope of work covers the following but not limited to :

- A. Construction of approach road, preparing well site, construction of effluent pit, etc.
- B. Providing and laying P.C.C in foundation bed as per instruction.
- C. Providing and laying R.C.C at specified proportion mix.
- D. Providing cutting bending and placing steel reinforcement as per instruction during the course of execution.

2.0 SITE CLEARANCE :

Felling of trees, uprooting tree stumps as and when required, jungle cutting, grading, dressing and leveling up to the required depth, before starting of the job and removal of all debris from the site after completion of work at contractor's own cost

3.0 EXCAVATION OF FOUNDATION :

(i) Earth work in excavation for foundation trenches of walls, column footing, plinth beam etc. including refilling the trenches after the completion of C.C. /R.C.C. /brick foundation work including bailing out of water if necessary. Trenches to be excavated to the exact length, width and depth as shown in the drawing or as may be directed by the Engineer- in- charge.

(ii) When the foundations are completed to a desired height above ground level and approved by the Engineer-in-charge the excavated space round the foundations shall be cleared of rubbish or debris and refilled to the ground level with available excavated earth, watered and well rammed in layers not more than 150mm thick.

4.0 CONCRETE (P.C.C.) / REINFORCEMENT CEMENT CONCRETE :

(a) Cement concrete work in 1:3:6 shall be done with broken stone of 40mm to 20mm graded down.

(b) All reinforcement cement concrete work to be in prop 1:2:4 or as directed by Engineer In-charge as specified with broken stone of size 20 mm to 10 mm. The mixing shall be done thoroughly to receive uniform mass, colour and consistency. Mixing shall be done by using appropriate capacity mixture machine as specified. The concrete shall be thoroughly compacted around the reinforcement by punning, prodding and using vibrator during the operation of placing.

5.0 REINFORCEMENT :

(a) Steel reinforcement shall be cold twisted or thermo-Mechanically treated bars (at the discretion of The Engineer-in charge). Relevant test report to be submitted by the contractor from a competent authority.

(b) All reinforcement shall be placed in position and bent as per the drawings or instruction. Bars shall be fixed with 22G binding wire. Pre-cast block covers (1:2) cement mortar 50mm square and of necessary thickness shall be used to keep the reinforcement bars in proper position.

6.0 FORM WORK :

25 mm thick timber shuttering shall conforming to the slope lines and dimension of concrete and RCC structure as shown in the relevant drawings. It should be of proper shape and not previously used. The form work shall be sufficiently tightened to prevent loss of slurry. A sheet of polythene to be used as applicable to prevent the same at the contractors cost for the job.

7.0 CURING :

Concrete & plaster surface shall be carefully protected during first stage of hardening from harmful effects or excessive heat, drying winds, rain or running water and shock. It shall be covered with a layer of sacking, sand, canvas, hessian or similar absorbent materials and kept constantly wet for ten days from the date of placing of concrete and plastering. Alternatively, the concrete being thoroughly wetted and covered by layer of approved waterproof material which should be kept in contact with it for seven days.

8.0 WATER :

Water for mixing cement mortar or concrete shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantity of silt and traces of oil, acid, injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or causes efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Site Engineer. Potable water is generally considered satisfactory for mixing and curing concrete mortar masonry etc. Where water other than from main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected there with shall be borne by the contractors.

9.0 STORAGE :

Cement in bags shall be stored on wooden platforms minimum 200mm above the floor level and minimum 600mm above the ground level whichever is higher, in perfectly dry and watertight sheds. The cement shall be stacked not more than eight bags high and in a manner to facilitate their removal and use in the order in which they are received. Cement bags shall be stacked at least 450mm clear off the walls and the space between the consecutive two rows shall not be less than 600mm.

Storage of cement at the work site shall be at the Contractor's cost and risk. Any damage occurring to the cement due to faulty storage or negligence on his/her/their part shall not be used in the work and shall have to inform immediately the Engineer-in-charge in writing. The cost will be at the charge of the contractor concerned.

The contractor shall keep proper records on site in respect of daily consumption in bound book. Contractor shall have to produce to Company's Engineer for their inspection.

10.0 SPECIAL INSTRUCTION TO THE CONTRACTOR

1. Contractor must have mixture machine and vibrator for the RCC works. The Contractor shall use pump if needed for de-watering for excavation job for which no extra payment will be made.

2. Watch and ward, loss or damage to Company's property's' theft and other incidental charges shall be Contractor's responsibility.

3. Efficient workmen to be engaged by the Contractor.

4. The Contractor's representative should report to Engineer-in charge on all working day's at 7.30AM for day to day instruction.

5. Materials if rejected should be removed from site within 48(forty eight) hours of rejection, failing which the company reserves the right to get the rejected materials removed at the risk and cost of the contractor.

6. The Company reserves the right to get the part or whole work completed through other agency at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.

7. The Contractor shall obtain labour clearance within seven day's of signing the contract.

8. Water that may accumulate on the site during progress of the works or in trenches and excavation from site to entire the satisfaction of the Engineer-in-charge and at the Contractor's expense.

9. If needed water and electricity will have to be arranged by the Contractor at his own cost.

10. The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act.(Latest edition) while executing the work.

E-TENDER NO. : CNI4443P12

11. No road closure will be allowed during execution of work and necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfillment of this condition.

12. The Contractor will be required to work expeditiously at the site and must visit the site before tendering.

13. Welding and cutting sets with fuel & operator, welder, fitter etc including supply of all necessary accessories shall be arranged by the Contractor at his cost at site for fabrication and erection work.

14. Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-charge.

15. The Contractor will be required to submit the test report of steel / reinforcement from approved govt. agency before its use in construction including furnishing the cube test report of RCC. The total expenditure of the tests will be borne by the contractor.

16. Quantity of cement used will be calculated as per consumption rate as per CPWD standard.

17. If materials supplied / used by contractor is not up to the desired specification or inferior (but acceptable) in quality, payment will be made by deducting suitably as per the actual usages of materials at site by incorporating the rates of the material used.

18. OIL's Internal estimates is excluding of PF component.

11.0 HSE POINTS TO BE INCORPORATED IN THE CONTRACT :

(i) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

(ii) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

(iii) All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

(iv) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to me,

E-TENDER NO. : CNI4443P12

machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

(v) The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

(vi) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

(vii) It will be entirely the responsibility of the Contractor/his Supervisor/ representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

(viii) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

(ix) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

(x) The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

(xi) The Contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

(xii) If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

(xiii) To arrange daily tool box meeting and regular site safety meetings and maintain records.

(xiv) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

(xv) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

(xvi) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

(xvii) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

(xviii) In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

E-TENDER NO. : CNI4443P12

(xix) When there is a significant risk to health ,environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.

(xx) The Contractor should prevent the frequent change of his contractual employees as far as practicable.

(xxi) The Contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

(xxii) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

Note:-

a) Signatory of the contract agreement must attend at site of work at least once in a week along with the Engineer-in-charge for necessary instruction / advice.

b) No road closure will be provided during execution of the job.

c) The Contractor should submit the work program in form of a bar chart within 3 days of receipt of work order.

d) Payment for the services of road roller shall be made as per actual number of days but not exceeding the pro-rata requirement for the entire job.

e) The security of materials issued to the Contractor in connection with the work is the responsibility of the contractor, for which no extra payment will be made.

f) All materials supply by the Contractor must be approved by Engineer In-charge and necessary Test certificate from competent authority for steel supply by the Contractor will have to be produced by Contractor as required by the Engineer In-charge.

g) The Contractor shall not sub-let the WHOLE/ or any PART of the works / services. If given by the Contractor, shall not relieve the Contractor from any liability / obligation under the Contract Agreement and he / she / they shall be responsible for the acts, defaults or neglects of any sub-contractor, his/her/their agents, workmen. Any obstruction of Company's operation for non-payment of wages, dues, by the sub-contractor, workmen, and agents engaged by the Contractor, the sole responsibility shall be on the Contractor's part for which Company will not be responsible.

h) Company's Internal Estimate is excluding of PF component.

11.0 MEASUREMENT AND PAYMENT : Payment for all works done shall be made on the basis of actual work done as per the schedule of rates. For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of rates, deviation order for the same shall be made on the rates as decided by the Company's Engineer.

12.0 MATERIAL TESTS : Various mandatory tests shall be carried out by the Contractor and no separate payment shall be made unless otherwise specified in the schedule of rates. Following tests/test certificates to be produced by the Contractor at his own cost.

- (i) Water for construction and curing to be tested before use (pH value should not be less than 6)
- (ii) Cube test for RCC to be done as per relevant IS code of practice IS 456-1978
- (iii) Test certificate for steel materials, MS rod, Tor steel should be produced.
- (iv) T.P. Challans for timber and forest produce used shall be produced.

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SCHEDULE OF COMPANY'S PLANT, MATERIALS & EQUIPMENT

1. MATERIALS : All materials required for the work will be supplied by the Contractor except Cement, which will be issued free of cost from Company's godown in Duliajan for job execution against this contract.

All empty cement bags must be returned to Company's Materials Godown, failing which a sum of ₹ 8.00 per bag will be recovered from the Contractor's bill.

2. Plants and Equipment : NIL

Remarks : All plants & Equipment including the Road Roller with fuel and Operator to be provided by the Contractor.

NOTE :

- i) The Contractor is to arrange transportation of all above materials to site of work and for safety thereof for which no extra payment will be made.
- ii) If the materials listed above are not available, suitable substitute will be provided by the Company and Contractor shall incorporate the same in the works without extra cost.
- iii) Containers must be returned to Company in good condition.
- iv) Plants and equipment if issued to Contractor must be under proper watch so that no part is pilfered. If any pilferation takes place, the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the materials issued.
- v) Cement issued to the Contractor by Company is meant for specific Company work relating to the contract. However, if any quantity of cement is left over from the quantities issued for any reason whatsoever, on the completion/cancellation/termination of the contract, the same shall have to be returned to the Company in full within one week of completion/cancellation/termination of the work, failing which the matter will be referred to appropriate Govt. authorities for legal action and realization of materials/cost.
- vi) All other materials issued to the Contractor by Company if subsequently found to be in excess of the actual requirement will have to be returned by the Contractor within two weeks of completion of the work failing which the cost of all such materials will be

E-TENDER NO. : CNI4443P12

recovered from the Contractor at double the value of materials without any reference to him.

PART-V

OIL INDIA LIMITED

(A Govt. of India Enterprise)

NEF Project, Duliajan

E-TENDER NO. : CNI4443P12

DESCRIPTION OF WORK/SERVICE :-

Construction of Approach Road, Plinth, Road over Plinth, Foundation, Effluent Pit, including providing services of all Plants & Machineries, Road Rollers and supply of all materials at site except Cement for Location AMG-3 under Amguri NELP Block in the district of Sivasagar, ASSAM.

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

(A) BID REJECTION CRITERIA (BRC) :

1.0 The Bid shall conform generally to the specifications and terms & conditions given in the Tender documents. Bids will be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding 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 alongwith the techno-commercial Bid.

2.0 Bidders shall have to submit the following documents to qualify for opening of their Price/Commercial Bids.

(a) Experience of having successfully completed similar works with CPWD, Railways, APWD, APPWD, MES, NRL, ONGCL, OIL or any other Government Organization/Public Sector Undertaking. The minimum value of contract work executed successfully during the last seven (7) years as on the last date of the month previous to the bid closing date:

- (i) One single completed work of value not less than ₹ 1,18,13,000.00
- (ii) Two numbers of completed works, value of each not less than ₹ 73,84,000.00.
- (iii) Three numbers of completed works, value of each not less than ₹59,07,000.00.

(b) Average Annual Financial Turnover during the last three (3) years, ending 31st March, 2011 should be at least ₹ 44,30,000.00. The proof of Annual Turnover for above should be in the form of Audited Balance Sheets or Certification from Chartered/Cost Accountant Firm alongwith the Profit and Loss account, indicating their membership/ code number.

(c) PF Code number issued by the appropriate Govt. Authority or exemption certificate from the concerned authority or a declaration in stamped paper that

E-TENDER NO. : CNI4443P12

provisions of the PF Act are not applicable to him/them and in case the PF is to be deposited later on, the same will be deposited by the bidder.

(d) PAN, VAT and Service Tax registration numbers.

(e) Documentary evidence in support of sound financial standing and Bank Account number from any Nationalized Bank.

(f) Ownership in their own name/firm or must produce an undertaking/affidavit from the owners for providing services of the following minimum number of equipment for satisfactory completion of location preparation jobs on stamped paper.

- (i) Road Roller (Capacity 8-10T) : One (1) Number
- (ii) Dumper/Truck : Two (2) Numbers
- (iii) Concrete Mixing Machine : One (1) Number
- (iv) Sump Pump : One (1) Number
- (v) Excavator : One (1) Number

(g) All the certificates and documentary evidences submitted in support of para 2.0 (a) through 2.0(f) above should be clearly legible and should be duly NOTARIZED (not attested) by Government approved Notary and also signed by the bidder/authorized representative of the bidder before uploading in c-Folder.

Illegible/Incomplete certificates or documents will not be considered for evaluation.

(h) Company reserves the right to verify the original certificates/documents at any point of time if desired and the required documents should therefore be produced for authentication.

3.0 Note :

(a) "Similar Work" mentioned in para 2.0 (a) above means the following:

- (i) Construction of Drilling Location.
- (ii) Construction of RCC foundations, RCC buildings, Boundary walls, RCC Bridges.
- (iii) Construction of gravel/WBM/Premixed roads.

(b) Documentary evidences of job experiences as stated above should be in the form of completion certificate(s) issued by clients and should be supported with respective attested photocopies of Letter of Intent/Letter of Allotment/Work-order/Notice to proceed with work.

(c) Non-submission of the documents as specified in all the paragraphs above will result in rejection of bids.

4.0 OIL shall be entering in to an Integrity Pact with the bidders as per format enclosed vide APPENDIX-B in the tender document. Each page of this Integrity Pact proforma has been duly signed by OIL's competent signatory. The Proforma has to be returned by the bidder (alongwith their techno-commercial bid in c-Folder) duly signed by the same signatory who signed the bid i.e; who is duly authorized to sign the bid. Any bid not accompanied by the Integrity Pact Proforma duly signed by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who signs the bid.

(B) BID EVALUATION CRITERIA (BEC) :

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

2.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the total quoted value subject to loading for any deviation, if any.

3.0 In case of identical lowest offered total contract value by more than one bidder, the selection will be made by draw of lots between the parties offering same lowest price.

APPENDIX-A

To

HEAD – NEF
Oil India Limited
DULIAJAN

SUB : SAFETY MEASURES

E-TENDER NO. : CNI4443P12

DESCRIPTION OF WORK/SERVICE :-

Construction of Approach Road, Plinth, Road over Plinth, Foundation, Effluent Pit, including providing services of all Plants & Machineries, road rollers and supply of all materials at site except Cement for Location AMG-3 under Amguri NELP Block in the district of Sivasagar, 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 the 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. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineer would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with necessary safety gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environment) Points.

GENERAL HSE POINTS :

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

E-TENDER NO. : CNI4443P12

- 7.** All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

- 8.** The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

- 9.** The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

- 10.** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

- 11.** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

- 12.** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

- 13.** The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

- 14.** The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

- 15.** If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

- 16.** The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

- 17.** To arrange daily tool box meeting and regular site safety meetings and maintain records.

- 18.** Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

- 19.** A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

E-TENDER NO. : CNI4443P12

- 20.** A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 22.** Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 23.** In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 24.** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 25.** The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 26.** The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 27.** For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(SEAL)

Yours faithfully

Date :.....

M/s.

FOR & ON BEHALF OF CONTRACTOR

E-TENDER NO. : CNI4443P12

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 Construction of Approach Road, Plinth, Road over Plinth, Foundation, Effluent Pit, including providing services of all Plants & Machineries, road rollers and supply of all materials at site except Cement for Location AMG-3 under Amguri NELP Block in the district of Sivasagar, ASSAM. 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 Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

E-TENDER NO. : CNI4443P12

3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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. Noida.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. DULIAJAN.
Date

NAME OF INDEPENDENT EXTERNAL MONITORS:

- (a) Shri N. Gopaldaswami, IAS (Retd.).
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).
E-mail: gopaldaswamin@gmail.com
- (b) Shri Ramesh Chandra Agarwal, IPS.
Phone: +91-9810787089, 91-1122752749.
E-mail: rcagarwal@rediffmail.com

PRICE BIDDING FORMAT**E-Tender No. : CNI4443P12**

Brief Description of Services :Construction of Approach Road, Plinth, Road over Plinth, Foundation, Effluent Pit, including providing services of all Plants & Machineries, Road Rollers and supply of all materials at site except Cement for Loc. AMG-3 under Amguri NELP Block in the district of Sivasagar, ASSAM.

Name of the BIDDER :

Item No.	Description of Work/Services	Qty	UOM	OIL's		Bidder's		Percentage
				Unit Rate (INR)	Total Amount (INR)	Unit Rate (INR)	Total Amount (INR)	Inc(+)/Dec(-)
				A	B	X = A*B	C	Y = A*C
SECTION - A LABOUR SUPERVISION & RELATED TRANSPORT WHEREVER APPLICABLE.								
1	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs,saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned up to a lead of 1000 mtrs. including removal and disposal of top organic soil not exceeding 150 mm in thickness as per Technical Specification Clause 201. By Manual Means:-In area of light jungle.	3.70	HEC	31,914.00	118,081.80		0.00	-100.00
2	Cutting and uprooting manually all kinds of tea bushes, small bamboo stumps or any other small under growth etc.	15360.00	Each	13.72	210,739.20		0.00	-100.00
3	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m. All kinds of soil.	18300.00	Sqm	6.64	121,512.00		0.00	-100.00
4	Felling trees of the girth (measured at a height of 1 m above ground-level) including cutting of trunks and branches removing the roots and stacking of serviceable material and disposal of unserviceable. Beyond 30cm girth upto and including 60 cm girth.	550.00	Each	105.87	58,228.50		0.00	-100.00
5	Felling trees of the girth (measured at a height of 1 m above ground level) including cutting of trunks and branches removing the roots and stacking of serviceable material and disposal of unserviceable. Beyond 60 cm girth upto and including 120 cm girth.	60.00	Each	466.23	27,973.80		0.00	-100.00

6	Cutting and removing bamboos (Jati/Bhaluka) and stacking them at about 30m. distance away from site of operation including cutting branches and cleaning the site.	1500.00	No	5.79	8,685.00		0.00	-100.00
7	Uprooting tree stumps and removing them to 30m from site of operation for girth of tree from 300mm upto one metre.	450.00	Each	96.60	43,470.00		0.00	-100.00
8	Uprooting tree stumps and removing them to 30m from site of operation for girth of tree from 300mm upto one metre., but for girth of tree over one metre and upto 2 metre.	60.00	Each	173.20	10,392.00		0.00	-100.00
9	Uprooting bamboo stumps and removing from site.	300.00	Sqm	482.90	144,870.00		0.00	-100.00
10	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measure-able lead upto 30m and lift as required.(The Contra-ctor shall be respon-sible for all formalities of supply of earth such as purchase of land including royalties, monopoly /other statutory taxes as required from any distance.)	5300.00	Cum	252.60	1,338,780.00		0.00	-100.00
11	CONSTRUCTION OF 150MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. (Road roller supplied by Contractor).	13200.00	Sqm	48.44	639,408.00		0.00	-100.00
12	CONSTRUCTIONS OF 150 MM THICK (CONSOLIDATED) GRAVELLED ROAD including providing well compacted side berms with earth on either sides, one metre wide and 50mm thick above final level of gravelled road, dressing sub-grade (including cutting of earth up to 75mm deep) to required level, spreading gravel in two layers with bindage of dry earth and dry rolling each layer separately until fully compacted and finally spreading sand shingles uniformly to 25mm thick and re-rolled as directed.(Ref. to MoRTH Spec.401)(Road roller provided by contractor)	10500.00	Sqm	55.46	582,330.00		0.00	-100.00
13	CONSTRUCTION OF WATER BOUND MACADAM base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec.404) and as directed as applied over new consolidated surface. (Road roller supplied by Contractor).	2700.00	Sqm	54.29	146,583.00		0.00	-100.00

14	Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00m.	250.00	Cum	132.00	33,000.00		0.00	-100.00
15	Spreading sand / filling, dry sand over sunken road surface, including carrying from a distance of 30.00 m	175.00	Cum	53.45	9,353.75		0.00	-100.00
16	Supplying, transporting to site & Laying Reinforced cement concrete pipe NP3 600 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .	19.20	Mtr	2879.66	55,289.47		0.00	-100.00
17	Supplying, transporting to site & Laying Reinforced cement concrete pipe NP3 1000 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in double row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .	38.40	Mtr	17940.46	688,913.66		0.00	-100.00
18	Filling empty cement bags with sand of minimum volume of 0.025 Cu. m per bag, tying open end with rope / wire and stacking at filling yard ready for transporting, excluding supply of sand & empty cement bags.	20.00	Per 100 Bags	487.05	9,741.00		0.00	-100.00
19	Single bamboo spur and palisading of whole 2nd class bamboo (jati or Bethua) 65 mm to 75 mm dia and closely packed & driven, including fitting fixing with half bamboo kamis horizontally in three rows with cane or tying wire complete and struts 1500 mm apart longitudinally and providing brush wood as per drawing and tech. specifications Clause 1302.5(a) Driven at least 900 mm below ground and 1800 mm above ground on.	100.00	Mtr	111.25	11,125.00		0.00	-100.00
20	Embankment Construction with Material Obtained from Borrow Pits : Construction of embankment with approved material obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000 m as per Technical Specification Clause 301.5(Road roller cost included).	7000.00	Cum	166.93	1,168,510.00		0.00	-100.00
21	Compacting original ground supporting subgrade (Loosening of the ground upto a level of 500 mm below the subgrade level, watered, graded and compacted in layers to meet requirement of table 300-2 for subgrade construction)(Road roller cost included).	3500.00	Cum	62.76	219,660.00		0.00	-100.00
22	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. In all kinds of soil.	400.00	Cum	133.99	53,596.00		0.00	-100.00

SECTION - B								
SUPPLY OF ALL MATERIALS AT SITE OF WORK INCLUDING ALL ROYALTIES AND OTHER CHARGES TO BE BORNE BY THE CONTRACTOR								
23	Supply of Gravel (65mm graded down to 25mm), hard, clean and free from foreign materials	1990.00	Cum	1184.09	2,356,339.10		0.00	-100.00
24	Supply of Sand Shingle(containing 60 to 80% sand & 40 to 20% shingle of size 20mm graded down to 5mm), clean and free from clay and rubbish etc.	350.00	Cum	1099.87	384,954.50		0.00	-100.00
25	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	2450.00	Cum	1141.98	2,797,851.00		0.00	-100.00
26	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disintegrated pieces, organic and other foreign matters (63mm to 45mm graded).	275.00	Cum	1773.65	487,753.75		0.00	-100.00
27	Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish.	150.00	Cum	422.39	63,358.50		0.00	-100.00
28	Supply of Jhama bricks bats-each bat not smaller then 1/3 of a full brick.	150.00	Cum	909.32	136,398.00		0.00	-100.00
29	Supply of Stone Dust.	10.00	Cum	894.32	8,943.20		0.00	-100.00
SECTION - C								
LABOUR SUPERVISION AND RELATED TRANSPORT WHEREVER APPLICABLE.								
30	Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilising the remaining earth locally for road work)for Ordinary Soil by Manual Means (Depth upto 3 m).	226.00	Cum	168.00	37,968.00		0.00	-100.00
31	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:1.5:3 (1 Cement: 11/2 coarse sand : 3 graded stone aggregate 20 mm nominal size)	0.38	Cum	715.09	271.73		0.00	-100.00
32	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:4:8 (1 Cement: 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	8.82	Cum	708.87	6,252.23		0.00	-100.00
33	Laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement - All work upto plinth level : 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	374.00	Cum	846.55	316,609.70		0.00	-100.00

34	Centering & shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	385.00	Sqm	68.94	26,541.90		0.00	-100.00
35	Trowel finishing concrete surface.	639.78	Sqm	40.85	26,135.01		0.00	-100.00
36	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	94.00	Cum	674.14	63,369.16		0.00	-100.00
37	Supplying, Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	18320.00	Kg	56.90	1,042,408.00		0.00	-100.00
	SECTION - D							
	SUPPLY OF ALL MATERIALS AT SITE OF WORK INCLUDING ROYALTIES AND OTHER CHARGES TO BE BORNE BY THE CONTRACTOR.							
38	Supply of <u>Local bricks</u> - First Class	43240.00	No	5.43	234,793.20		0.00	-100.00
39	Supply of Broken stone-Boulder broken (18mm graded down to 10mm), hard and clean.	345.00	Cum	2309.07	796,629.15		0.00	-100.00
40	Supply of <u>Sand</u> for general use with normal moisture content to be clean and free from clay rubbish.	202.00	Cum	422.39	85,322.78		0.00	-100.00
41	Supply of Timber for shuttering.	3210.00	Cu Decimtr	15.93	51,135.30		0.00	-100.00
	SECTION - E							
	TRANSPORT ONLY							
42	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Upto 1KM	150.00	MT	45.53	6,829.50		0.00	-100.00
43	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 1KM and Upto 2KM	150.00	MT	51.97	7,795.50		0.00	-100.00
44	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 2KM and Upto 3KM	150.00	MT	58.35	8,752.50		0.00	-100.00
45	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 3KM and Upto 4KM	150.00	MT	64.49	9,673.50		0.00	-100.00
46	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 4KM and Upto 5KM	150.00	MT	70.48	10,572.00		0.00	-100.00

47	Extra on Item No. 46 above for Carriage of material on every additional KM: Beyond 5KM and Upto 10KM	750.00	Ton-Km	5.38	4,035.00		0.00	-100.00
48	Extra on Item No. 47 above for Carriage of material on every additional KM: Beyond 10KM and Upto 20KM	1500.00	Ton-Km	4.50	6,750.00		0.00	-100.00
49	Extra on Item No. 48 above for Carriage of material on every additional KM: Beyond 20KM	23740.00	Ton-Km	3.73	88,550.20		0.00	-100.00
TOTAL ESTIMATED CONTRACT VALUE					14,766,234.61		0.00	-100.00
Overall Rebate/Discount Offered by Bidder (if any) on the Quoted Rate:			Percentage					
Bidders are requested to fill up the following :								
1. Whether 12% P.F. on the wage component is included in the total quoted cost :								
2. Wage component for Civil Part is% (Please fill up in percentage) :								
3. The Contractor must quote considering the prevailing minimum labour wage rate for each day of work.								
Note : The above information against (1) & (2) will have to be furnished by the bidders. In case of non-furnishing the same, the bid(s) will be evaluated as mentioned below.								
(a) If information against (1) is furnished in an ambiguous manner (i.e., both the options are ticked/cut or in any other manner) or not furnished, such bids will be evaluated after loading 12% P.F. on the declared wage component of the bidder.								
(b) If information against (2) is not furnished, such bid(s) will be evaluated considering the wage component as 29% for Civil Part.								
(c) The bids will be evaluated/compared after loading 12% P.F. on the declared wage component, wherever applicable.								
(d) Offers not furnished in the above format as per instruction given shall be summarily rejected.								

