

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O. DULIAJAN-786602

Date: 24.08.2016

CONTRACTS DEPARTMENT

(CIVIL TENDER: ONLY FOR OIL REGISTERED VENDOR)

SEALED Bids are invited from OIL Registered Contractors on “one Firm/Contractor one bid” basis for the following works:

Sl. No.	IFB No.	Description of work	Location	Time of completion	OIL Class	Bid document cost.
1	DCC2245L17	EXTERIOR PAINTING AND REPAIRING OF 13 NOS. OF BLOCKS DD-TYPE BUNGLOWS AT DULIAJAN HOUSING AREA..	DULIAJAN	20 (Twenty) Weeks	A,B,C	Free

2. All the tender documents are available at OIL's website www.oil-india.com. The bidders will have to download the Proforma-1, duly fill it up and sign it, and submit the same in **SEALED ENVELOPES (Only Proforma -1 is to be submitted. No other document is required to be submitted by the bidders.)**.

3. Sealed envelopes containing duly filled up and duly signed Proforma-I shall be marked at top with the above IFB Number and description of work and addressed to the DGM-Contracts (HoD), Oil India Limited, P.O. Duliajan, Dist. Dibrugarh, Assam.

4. Bids will be received upto 12.45 P.M. (IST) on **22/09/2016** at the office of the DGM-Contracts (HoD), Duliajan and opened on the same day at 1.00 P.M.(IST) at his office.

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

6. The total tender value of this tender is Rs. 41,61,246.84. However, this total requirement will be split into 02 (Two) numbers of equal contracts which will be awarded to 02 (Two) numbers of bidders.

7. It has been planned to carry out the jobs of (i) Modernization / Upgradation / Tiles fitting of kitchens & toilets and (ii) outside painting of all Bungalows (DX, TDX, D, D+, TD+, DD, DZ, E and F type Bungalows) of OIL at Duliajan. A few tenders have already been floated and other few tenders will be floated for these two jobs. The job of each tender will be distributed equally among a number of contractors as mentioned in the tender document. Any contractor who is awarded one such contract will not be awarded any other contract against the tenders floated for these two jobs, until award of all the contracts for carrying out these jobs (the jobs of Modernization / Upgradation / tiles fitting and outside painting) is completed once for all the Bungalows as mentioned above. Moreover, such contractors will not be allowed to participate in any such tenders until completion of award of these contracts once for all the Bungalows. If such contractors participate in these tenders, their bids will be rejected.

8. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated..

DGM –CONTRACTS(Civil)
For RESIDENT CHIEF EXECUTIVE

Copy:-

GM(F&A)/GM(ES)/DGM-CIVIL(HoD)/DGM-MORAN } With a request to have the above Notice
DGM (EPA)/Dy.CEC(Moran)/Sr.E.C(Digboi). } displayed on the Notice Board.
DGM-Security :- Please arrange to provide Security service on 22/09/2016 from 12.30 P.M.(IST) onwards.

Tender No. DCC2245L17

PROFORMA- I

(Only this Proforma-1 is required to be submitted by the bidders. No other document is required.)

Name of Work: EXTERIOR PAINTING AND REPAIRING OF 13 NOS OF BLOCKS DD-TYPE BUNGLOWS AT DULIAJAN HOUSING AREA.
Location : Duliajan
Contract cost : ₹ 41, 61,246.84 (to be split into 2 contracts)

Name of the bidder (Firm) :

OIL Registration No. : **Vendor Code:**

Bidder's Address :
.....

Contact Person :

Mobile No.: **E mail ID (if any):**

I/We have gone through all the tender documents (i) Tender Notice / IFB (ii) GCC (iii) SCC (iv) SOQ (v) SCPME (vi) SM along with NIT uploaded in the website www.oil-india.com and agree with all the terms and conditions provided there in.

I / We have also noted that the total tender amount will be split into 02 (Two) equal parts and these 02 (Two) parts will be awarded to 02 (Two) different contractors. This is acceptable to me / us.

I/ We on this day of 2016, here by offer to execute the work described above at the rate "at par with Company's internal estimate" and in accordance with the contract terms and conditions, which I/we have fully understood. I / We have also understood that the rates of internal estimate and the total contract cost are inclusive of all overheads, Taxes, duties, levies etc. except PF & Service tax. Accordingly, my / our rates are also inclusive of all overheads, Taxes, duties, levies etc. except PF & Service tax.

Note:

- 1.0 Offer not furnished in the above format as per instruction given above, shall be summarily rejected.
- 2.0 If more than one bid is received from any bidder, Company reserves the right to reject all such bids. However, Company, at its discretion, may consider any one of such bids.

Signature of bidder with seal

Date:

 

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

M/s.
India

SEALED Tenders on percentage rate basis are invited from Registered O.I.L. Class A, B & C Contractors for the following work.

DESCRIPTION OF WORK	LOCATION	TIME OF COMPL. (Weeks)	Estimated Contract Cost of the work (Rs)	Bid Closing/ Opening date
EXTERIOR PAINTING AND REPAIRING OF 13 NOS. OF BLOCKS DD-TYPE BUNGLOWS AT DULIAJAN HOUSING AREA.	Duliajan	20 (Twenty) Weeks	41, 61,246.84 [This amount will be split into 02 (Two) equal parts and awarded to 02 (Two) bidders]	22.09.2016

2. AWARD CRITERIA:-

- a. The total tender value of this tender is Rs. 41,61,246.84. However, this total requirement will be split into 02 (Two) numbers of equal contracts which will be awarded to 02 (Two) numbers of bidders.
- b. **The rates applicable for this tender will be the rates of the Company's Internal Estimate (IE).** The bidders will not be allowed to quote their own rates. The bidders are just required to submit the Proforma – I duly filled up and duly signed by them. If any rate is quoted by the bidder, such bids will be rejected straightway.
- c. For award of 02 (Two) numbers of contracts, 02 (Two) numbers of Priority-1 bidders will be selected first through draw of lots. Then one Priority-2 and one Priority-3 bidder will be selected through draw of lots. The contracts will be awarded to the priority-1 bidders only. However, if due to any reason, priority-1 bidder of any contract fails to accept the LOI / is found non-eligible / fails to execute the work, then Company reserves the right to allot such contract to the priority-2 bidder. In case of failure on the part of Priority-2 bidder, the contract may be awarded to the Priority-3 bidder.
- d. It has been planned to carry out the jobs of (i) Modernization / Upgradation / Tiles fitting of kitchens & toilets and (ii) outside painting of all Bungalows (DX, TDX, D, D+, TD+, DD, DZ, E and F type Bungalows) of OIL at Duliajan. A few tenders have already been floated and other few tenders will be floated for these two jobs. The job of each tender will be distributed equally among a number of contractors as mentioned in the tender document. Any contractor who is awarded one such contract will not be awarded any other contract against the tenders floated for these two jobs, until award of all the contracts for carrying out these jobs (the jobs of Modernization / Upgradation / tiles fitting and outside painting) is completed once for all the Bungalows as mentioned above. Moreover, such contractors will not be allowed to participate in any such tenders until completion of award of these contracts once for all the Bungalows. If such contractors participate in these tenders, their bids will be rejected.

3.0 All the tender documents are available at OIL's website www.oil-india.com. The bidders will have to download the Proforma-1, duly fill it up and sign it, and submit the same in SEALED ENVELOPES (Only Proforma -1 is to be submitted. No other document is required to be submitted by the bidders.). The envelope shall be marked at the top with the above Tender Number and description of work and addressed to the

DGM-Contracts (HoD)
OIL INDIA LIMITED
Contracts Department, Duliajan

3.1 Tenders will be received up to 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at his office before any attending tenders. Tender box is placed at the office of DGM-Contracts, Duliajan.

3.2 The Proforma-1 to be submitted by the bidders (after filling up and signing the same) should be the Proforma-1 uploaded with the bid document which is signed by OIL's authorized signatory. Bid document, i.e. filled up and signed Proforma-1, submitted by the bidders not containing the signature of OIL's authorized signatory and / or submitted in any other format shall be rejected straightway.

3.3 If more than one bid is received from any bidder, Company reserves the right to reject all such bids. However, Company, at its discretion, may consider any one of such bids.

4.0 Estimated contract cost is inclusive of all overheads, Taxes, duties, levies etc. except PF & Service Tax.

5.0 Before tendering, the bidder is advised to inspect the works with permission from Chief Engineer (Civil) or his representative, to assess the nature and extent of and the conditions under which it will be carried out. Though effort will be made to allot the works at the specified location, Company reserves the right to allot the works in any other location.

6.0 The Company reserves the right of rejecting or accepting any or all bids without assigning any reason.

7.0 No bidder must withdraw the tender after its public opening. Any such withdrawal will make the bidder liable to forfeit his Earnest Money in full and be debarred from further tendering at the sole discretion of the Company and the period of debarment shall be as per Company's prevailing banning policy.

8.0 The bid must be valid for 90 (Ninety) days from the date of opening of the bid.

9.0 Conditional bids 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 The selected bidder will be required to enter into formal contract, which will be based on his bid on the OIL Standard Form of Contract.

12.0 The successful bidders, including OIL registered Contractors must furnish a Security Deposit @ 2.50% of the Contract price in form of Bank Draft/ Banker's Cheque/ Bank Guarantee in favour of M/s Oil India Ltd., DULIAJAN, payable at DULIAJAN, as specified above before signing the formal contract. The Security Deposit 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 claims, if any, or for adjustment of compensation/ loss due to Company for any reason. This Security Money shall not earn any interest.

13.0 Bids can be dropped in the tender box placed at the Office of the DGM-Contracts or can be sent by registered post addressed to

DGM-Contracts (HoD)
OIL INDIA LIMITED
Contracts Department, Duliajan

So as to reach his office before scheduled closing date and time. The Company will not be responsible for any postal delay or non-receipt.

14.0 Price shall be firm throughout the whole contract period.

15.0 The Contractor will be required to allow OIL officials to inspect the works and documents in respect of the workers' payment.

16.0 Debarred contractors are not eligible for bidding during the time of debarment.

17.0 BACKING OUT BY BIDDER: In case bidder withdraws its bid within the bid validity period, Bid Security will be forfeited and the party will be debarred as per the "Guidelines for Banning business Dealings".

18.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bid security shall be forfeited the party will be debarred as per the "Guidelines for Banning business Dealings".

19.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the party will be debarred as per the "Guidelines for Banning business Dealings".

20.0 As per the Service Tax Act, the bidders/contractors are required to furnish Service Tax invoices containing the requisite details as shown in the Proforma of Tax Invoice. The Contractors must ensure submission of monthly Service Tax Invoice and Service Tax (if applicable) shall be reimbursed to them. In the absence of Service Tax invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractors.

(A. DAS)
DGM-CONTRACTS (Civil)

Copy:

| With a request to have
| the above Notice displayed
| on their Notice Board

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

WORKS CONTRACT

DCC2245L17

DESCRIPTION OF WORK/ SERVICE:-

EXTERIOR PAINTING AND REPAIRING OF 13 NOS OF BLOCKS DD-TYPE BUNGLOWS AT DULIAJAN HOUSING AREA

GENERAL CONDITIONS OF CONTRACT (GCC)

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 anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

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

ii) Contractor shall have to produce necessary cash memos towards forest produce used against the contract to DGM (Civil) used against this contract from the authorities prior to processing of final payment. In absence of cash memos, 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 material from the site and to demolish or rectify any work

Contractor

1

Company

Demolished or rectified by any other means at the Contractor's expenses. arrange for any such work to be

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 Rate 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 up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor

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

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

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

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The Contractor must complete the work within 20 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in

completion are critical for commissioning and final utilization of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The DGM (Civil)'s certificate as to the criticality or otherwise of an item shall be final.

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

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighborhood.

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. _____ (Rupees _____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. 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 here of 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 or any other inflammable materials within any company's fenced area.

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

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 bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, 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 18(eighteen) 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 6(six) months from the date of issue of completion certificate from concerned department.

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. Contribution on wage component.

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.

Based on contractor's declaration regarding P.F. & Wage component in last page of part-II, the same will be incorporated in the contract.

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 day's at 7.00 A.M. and 3.00 P.M. for instructions.

k) 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.

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

m) The Contractor shall obtain labour clearance within 7(seven) 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 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 his own cost.

r) The Contractor and his workmen are to be strictly observed the safety precautionary rules as per Mines Act (Latest edition) while executing the work.

s) The Contractor shall have to provide temporary latrine facilities in all the entire work site for use of their workmen during progress of work.

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.

u) The program of works to be submitted in the form of Bar Chart within 3 days of receipt of work order work twice in a week for necessary technical guidance and advices from Engineer- in-charge or site-in-charge.

21. SPECIAL INSTRUCTION:

DELETED

22. ARBITRATION :

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

Place of Arbitration : 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. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

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

26. SET OFF CLAUSE:-

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

27.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the party will be debarred as per the "Guidelines for Banning business Dealings".

28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

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

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or
his legal Attorney)

----- by the hand

(Full Name of Signatory)

of -----
its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date_____

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

Tender No. DCC2245L17

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Works	Unit	Qty.	Estimated Rates per unit (Rs)	Estimated Amount
GROUP A					
SECTION A					
Labour supervision and related transport wherever applicable					
10	:Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 metres lead: With cement mortar 1:4 (1 cement : 4 fine sand)	Square meter	3,599.440	144.41	519,795.13
20	:Renewing glass panes, with putty and nails wherever necessary: Float glass panes of thickness 4mm	Square meter	260.000	185.42	48,209.20
30	:Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Square meter	17,997.460	8.41	151,358.64
40	:Fixing double scaffolding system (cup lock type) on the exterior side, upto seven story hight made with 40mm dia. M.S. tube 1.5 m centre to centre horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challis, M.S. clamps	Square meter	3,172.000	89.12	282,688.64

Contractor

1

Company

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

Tender No. DCC2245L17

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
	and M.S. Stair case system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc. wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-Charge. The elevational area of the scaffolding shall be measured for payment purpose. The payment will be made once irrespective of duration of scaffolding. Note: This item to be used for maintenance work judiciously, necessary deduction for scaffolding in existing item to be done.				
50	:Laying cement Concrete in retaining walls, return walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, Struts, buttresses, string or	Cubic meter	144.040	1,776.21	255,845.29

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

Tender No. DCC2245L17

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
60	lacing courses, parapets, coping bed blocks, anchor blocks, plain window sills, fillets etc. upto floor five level, excluding the cost of centring, shuttering and finishing: 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) :Centering shuttering including strutting's, propping etc. and removal of form work for: Columns, piers, abutments, pillars, posts and struts.	Square meter	1,625.000	292.30	474,987.50
70	:Cutting, uprooting & removing wild growth from slab, chajja, wall etc. & cleaning properly upto a height beyond 4m & disposing the cut as directed including necessary scaffolding etc.	Square meter	8,310.900	10.68	88,760.41
80	Supplying and painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: One or more coats on old work.	Square meter	2,080.000	39.45	82,056.00
90	:Supplying and finishing walls with premium acrylic exterior paint of required shade: Old work (one or more coats applied @ 2.20 kg/10 Sqm) over priming coat of primer applied @ 0.80 litres/10 sqm	Square meter	17,997.460	70.95	1,276,919.79

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SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
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complete
including cost of
Priming coat.

Total of SECTION ARs. 3,180,620.60

SECTION b

Supply of all material at site of work including all royalties and other charges being borne by the contractor

10	Supply of <u>Sand</u> for general use with normal moisture content to be clean and free from clay rubbish	<u>Cubic meter</u>	<u>84.500</u>	<u>822.35</u>	<u>69,488.58</u>
20	Supply of Broken stone (Boulder broken 12 mm to 6 mm)	Cubic meter	59.800	2,158.97	129,106.41
30	Supply of Timber for shuttering	DM3	40,625.000	19.25	782,031.25

Total of SECTION b Rs. 980,626.24

Total of GROUP A Rs. 4,161,246.84

Grand total of all groups Rs. 4,161,246.84

Add PF Amount Rs. 0.000

Grand Total Contract Cost Rs. 4,161,246.84

The Company's estimated total contract cost inclusive of all overheads, Taxes, duties, levies etc. except PF & Service Tax in accordance with the Contract terms & conditions.

Note : The total tender value of this tender is Rs. 41,61,246.84. However, this total requirement will be split into 02 (Two) numbers of equal contracts which will be awarded to 02 (Two) numbers of bidders.

OIL INDIA LIMITED
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WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCC2245L17

1. SCOPE OF WORK : Exterior painting including minor repairing work of 13(Thirteen) Blocks of DD type bungalows.
2. MATERIALS :

Paints, oils, varnishes etc. of approved brand and manufacture shall be used. Ready mixed paints as received from the manufacturer without any admixture shall be used. If for any reason, thinning is necessary in case of ready mixed paint, the brand of thinner recommended by the manufacturer or as instructed by the Engineer-in-Charge shall be used. Approved paints, oils or varnishes shall be brought to the site of work by the contractor in their original containers in sealed condition.. The materials shall be kept in the joint custody of the contractor and the Engineer-in-charge. The empties shall not be removed from the site of work, till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.

3. COMMENCING WORK :

Scaffolding : Wherever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed. No ballies, bamboos or planks shall rest on or touch the surface which is being painted. Where ladders are used, pieces of old gunny bags shall be tied on their tops to avoid damage or scratches to walls.. Painting shall not be started until and unless the Engineer-in-Charge has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work. Painting, except the priming coat, shall generally be taken in hand after all other builders work, practically finished. The rooms should be thoroughly swept out and the entire building cleaned up at least one day in advance of the paint work being started. The scaffolding required for painting work , shall be strong enough and of approved materials by the Engineer-in-charge. Before use of scaffolding, it has to be inspected and approved by the Engineer-in-charge or authorised representative.

4. PREPARATION OF SURFACE :

The surface shall be thoroughly cleaned. All dirt, rust, scales, smoke and grease shall be thoroughly removed before painting is started. Minor patches if any in plastered/form finished surfaces shall be repaired and finished in line and level in C.M. 1:1 and cracks & crevices shall be filled with approved filler, by the contractor at no extra cost to the Department. The prepared surface shall have received the approval of the Engineer-in-Charge after inspection, before painting is commenced.

5. APPLICATION :

Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its containers. When applying also, the paint shall be continuously stirred in the smaller containers so that consistency is kept uniform. The external surfaces of the buildings under reference including the R.C.C. Jalli, fins and the panels above and below the window etc. shall be finished in different colours of approved shade. The contractor will make suitable samples at site for Departments approval before taking up the work in hand and they will be allowed to proceed with the work only after getting Departments approval for the same. The painting shall be laid on evenly and smoothly by means of crossing and laying off, the later in the direction of the grain in case of wood. The crossing & laying off consists of covering the area with paint, brushing the surface hard for the first time and then brushing alternately in opposite directions two or three time and then finally brushing lightly in direction at right angles to the same. In this

process, no brush marks shall be left after the laying off is finished. The full process of crossing and laying will constitute one coat. Where so stipulated, the painting shall be done with spraying. Spray machine used may be (a) a high pressure (small air aperture) type or (b) a low pressure (large air gap) type, depending on the nature and location of work to be carried out. Skilled and experienced workmen shall be employed for this class of work. Paints used shall be brought to the requisite consistency by adding a suitable thinner. Spraying should be done only when dry condition prevails. Each coat shall be allowed to dry out thoroughly and rubbed smooth before the next coat is applied. This should be facilitated by thorough ventilation. Each coat except the last coat, shall be lightly rubbed down with sand paper or fine pumice stone and cleaned of dust before the next coat is laid. No left over paint shall be put back into the stock tins. When not in use, containers shall be kept properly closed. The final painted surface shall present a uniform appearance and no streaks, blisters, hair marks from the brush or clogging of paint puddles in the corners of panels, angles of mouldings etc. shall be left on the work. In case of cement based paints/primers, the absorbent surfaces shall be evenly damped so as to give even suction. In any weather, freshly painted surfaces shall be kept damp for atleast two days. In painting doors and windows, the putty around the glass panes must also be painted, but care must be taken to see that no paint stains etc. are left on the glass. Tops of shutters and surfaces in similar hidden locations shall not be left out while painting. Perspect covers of electrical switch boxes have to be painted from inside by removing them. Care shall be taken while removing them in position after painting with respective approved paints. In painting steel work, special care shall be taken while painting over bolts, nuts, rivets, overlaps etc. The additional specifications for primer and other coats of paints shall be as in accordance to the detailed specifications under the respective headings. Any damage caused during painting work to the existing works/surfaces shall be made good by the contractor at his own cost.

6. BRUSHES AND CONTAINERS :

After work, the brushes shall be completely cleaned off paint and linseed oil by rinsing with turpentine. A brush in which paint has dried up is ruined and shall on no account be used for painting work. The containers, when not in use, shall be closed, kept air tight and shall be kept at a place free from dust. When the paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean & can be used again.

7. MEASUREMENT :

- a) Painting, unless otherwise stated shall be measured by area in square metre. Length and breadth shall be measured correct upto two places of decimal of a metre.
- b) No deduction shall be made for opening not exceeding 0.05 sqm. and no addition shall be made for painting to the beading, moulding edges, jambs, soffits, sills, architraves etc. of such openings.
- c) In measuring painting, varnishing, oiling etc. of joinery and steel work etc., the co-efficients as in the following table shall be used to obtain the areas payable. The co-efficients shall be applied to the areas measured flat and not girthed in all cases.
- d) In case of painting of door shutter with push plates in plastic laminate, deduction will be made for area of such laminations.

8. PRECAUTIONS :

All furnitures, lightings, fixtures, sanitary fittings, glazing, floors etc. shall be protected by covering and stains, smears, splashings, if any shall be removed and any damage done shall be made good by the contractor at his cost.

9. PAINTING PRIMING COAT ON WOOD, IRON OR PLASTERED SURFACES :

9.1 Primer

1. The primer for wood work, iron work or plastered surface shall be as specified in the description of the item.
2. Primer for Wood work / Iron & Steel / Plastered / Aluminium surfaces shall be as specified below:

SN SURFACES PRIMER TO BE USED

- a Wood work (hard & soft wood): Pink conforming to I.S.3536-1966
- b Resinous wood and ply wood: Aluminium primer

c Iron & Steel, Aluminium and galvanised Steel work:

Zinc chromate primer conforming to I.S. 104-1962.

d Plastered surfaces, cement brick work, Asbestos surfaces for oil bound distemper and paint:

Cement Primer

3. The primer shall be ready mixed primer of approved brand and manufacture.

9.2 Preparation of surface :

a) Wood work : The wood work to be painted shall be dry and free from moisture.

The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. Knots, if any, shall be covered with preparation of red lead made by grinding red lead in water and mixing with strong glue sized and used hot. Appropriate filler material with same shade as paint shall be used where so desired by the Engineer-in-charge.

The surface treated for knotting shall be dry before painting is applied. After the priming coat is applied, the holes and indentation on the surface shall be stopped with glaziers putty or wood putty (for specifications for glaziers putty and wood putty- refer as mentioned here-in-before). Stopping shall not be done before the priming coat is applied as the wood will absorb the oil in the stopping and the latter is therefore liable to crack.

(b) Iron and Steel Work : All rust and scales shall be removed by scrapping or by brushing with steel wire brushes. Hard skin of oxide formed on the surface of wrought iron during rolling which becomes loose by rusting, shall be removed.

All dust and dirt shall be thoroughly wiped away from the surface.

If the surface is wet, it shall be dried before priming coat is undertaken.

(c) Plastered Surface : The surface shall ordinarily not be painted until it has dried completely. Trial patches of primer shall be laid at intervals and where drying is satisfactory, painting shall be taken in hand. Before primer is applied, holes and undulations, shall be filled up with plaster of paris and rubbed smooth.

9.3 Application : The primer shall be applied with brushes, worked well into the surface and spread even and smooth. The painting shall be done by crossing and laying off as described here-in-before.

9.4 Other Details : The specifications for Painting (General) shall hold good so far as it is applicable.

10.00

GENERAL : All materials used in the work shall conform to the latest revision of the relevant Indian Standard Specifications to the extent practicable. Where no such specifications exist they shall be of the best quality available in the market. Wherever ISI certified materials and products are available these alone shall be used. Unless specially provided for in the contract the tendered rates shall include the cost of carriage, transport, loading, unloading and stacking as directed for all materials required on the work. Where a tender provides a rate for transport of materials, it includes for all loading, unloading and stacking on the site in such position and manner as directed.

11.0 SITE CLEARANCE : Felling trees, including cutting and uprooting of tree stumps as and when required, cleaning grass and disposal of all debris before starting of the work and after completion of the work at contractor's own cost

12.0.PREPARATION OF SITE

The land described or shown on the site plan shall be cleared of all obstructions, rubbish, brush wood, jungle and bamboo clumps as directed by the Site Engineer.

13.0 Watching and lighting:

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the public.

14.0 Contractors supervision-
Site Supervision Staff:

The Contractor shall engage and keep at site, qualified technical staff/Engineer with necessary supporting supervisory staff or sufficient experience of all types of works covered by this contract and they should have all necessary authority to receive materials from the Company, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work

15.0 Inspection and Approval:

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.

16.0 Working during Night or on Sundays and Holidays:

Subject to any provision to the contrary contained in the contract, none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property of works in which case the Contractor shall immediately advise the Engineer-in-charge accordingly.

17.0 CONTRACTORS GODOWN : The contractor shall construct at his own cost suitable godown at site of work for storing adequate quantity of materials in weather proof walls.

18.0 PLANT & MACHINERY : Contractor shall at his own expenses provide equipment and machinery.

19.0 CONTRACTORS SUPERINTENDENCE

The contractor shall employ one or more competent and qualified technical person/s and supervisor/s whose name/s shall have to be communicated in writing to the Engineer-in-charge by the contractor at the site of work during all working hours and any orders or instructions which the Engineer-in-charge/Engineer's representative may give to the said representative of the contractor, shall be deemed to have been given to the contractor.

20.0 SAFETY OF CONTRACTORS EMPLOYEES

SAFETY MEASURE : Safety measure as per OIL regulations shall be strictly adhered to by the Contractor. Safety belts and other measure taken by the Contractors shall be borne by the Contractor. If any loss or damage caused to life during the erection and execution, the contractor shall be fully responsible for the loss.

The Contractor shall at all times, take all reasonable precaution for the safety of employees, including these of sub-Contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In addition to the safety provision already included in the tender, the contracting officer shall include the safety requirements recommended

In the event that the Contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The Contractor shall make no reason of or in connection with such stoppage.

Contractor shall have at least one person fully trained in First Aid present at the site of work all the time. Contractors must report to the Engineer-in-charge through their contracting officers every accident involving.

- their personnel
- OIL Property or Personnel
- Property or Personnel of other Contractors working on the site.

Contractors must report to the Engineer-in-charge immediately on becoming aware of any accident giving the following information

- Name of the informant
- Nature and location of incident being reported
- Name of/supervisor/Engineer-in-charge, location and telephone number where he can be reached,

Contractors shall submit their investigation reports, through their contracting officer, to the Engineer-in-charge immediately but not later than 3 working days after the occurrence of accident.

21.0 A site order book will be maintained at site which will be in the custody of the Engineer-in-charge or his representative and all instructions given to the Contractor will be recorded in the site order book and the same has to be signed by the contractor to comply with the instruction given therein.

21.1 A register to be maintained at site which will be in the custody of the Engineer-in-charge or his representative to maintain the records of cement the same has to be signed by the contractor

21.2 A separate register to be maintained at site by the contractor to record the works executed and a remarks column to be added in this to record the hindrance.

22. This PR is to be segregated among 2(two) Contracts .

23. company's Internal Estimate is inclusive of all overheads, taxes, duties, levies etc. except PF & Service Tax.

24. Defect Liability Period is 6 months beyond completion of complete works as certified by Engineer-in-charge.

25. Company reserves the right to debar the bidder / contractor during processing of tender and / or during continuation of the contract on commission or omission on the part of the bidder / contractor as under:

- a) Has indulged in malpractices, bribery, fraud, pilferage.
- b) Is bankrupt or is being dissolved or resolved to be wound up or proceedings for winding up or dissolution have been instituted.
- c) Has furnished false information / statement / declaration and / or forged document / certificate.
- d) Has substituted materials in lieu of materials supplied by OIL or has not returned or has short returned or has unauthorizedly disposed-off materials / documents / drawings / tools or plants or equipments supplied by OIL.
- e) Has obtained official Company information or copies of documents in relation to the tender / contract by dubious methods / means.
- f) Has deliberately violated and circumvented the provisions of labour laws / regulations / rules, safety norms or other statutory requirements.
- g) Has indulged in construction and erection of defective works or supply of defective materials/services and not made good of the defects within reasonable time in spite of follow-up by Company.
- h) Has not cleared OIL's previous dues.
- i) Has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j) Has refused to accept LOA / LOI / Purchase Order / Signing of the Contract after accepting LOA / Work Order after the same is issued by OIL within the period of Bid validity and as per agreed terms & conditions.
- k) After bid opening, withdraws / revises its bid within the period of bid validity for no valid reasons. However,

reduction of quoted rate(s) / Bid price by L1 Bidder after the bid opening date shall not constitute ground for banning.

- l) Has parted with, leaked or provided confidential / proprietary information of OIL given to the party only for its use (in discharging its obligations against an order / contract) to any third party without prior consent of OIL.
- m) Use intimidation / threatening or brings undue outside pressure on the Company or its Official(s) for acceptance of its bid or acceptance of materials supplied or performance of the job under the contract / purchase order.
- n) If the Director / Owner / Proprietor / Partner of a party is convicted by a court of law for offences involving moral turpitude in relation to its business dealings during last five years.
- o) Poor performance of the supplier / contractor /service provider in one or several contracts / supplies affecting Company's operations.
- p) Any other ground for which, in the opinion of the Company makes it undesirable to deal with the party.

OIL INDIA LIMITED
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WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCC2245L17

Materials:

(i)Cement (Will be issued from Company's godown at Duliajan or other godowns)

NB: (a) All empty cement bags must be returned to Materials Godown Duliajan failing which Rs 8/-(Rupees Eight only) per bag for empty cement bags will be recovered from the Contractor's bill.

To
DGM-CONTRACTS (HOD)
Oil India Limited
DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCC2245L17

Description of work/service :

EXTERIOR PAINTING AND REPAIRING OF 13 NOS OF Blocks DD-TYPE BUNGLOWS AT DULIAJAN HOUSING AREA

Sir,

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

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

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

- i) _____
- ii) _____
- iii) _____

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

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

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

(Seal)

Yours Faithfully

Date_____

M/s_____

CONTRACTOR
FOR & ON BEHALF OF