

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
P.O. Duliajan-786602, Assam, India  
E-mail: [Contracts@oilindia.in](mailto:Contracts@oilindia.in)  
**INVITATION FOR BID**

OIL INDIA LIMITED (OIL) invites Bids under Single Stage Two Bid System from established Civil Engineering firms / contractors for the following works.

<b>TENDER NO</b>	<b>Job Description</b>	<b>BID CLOSING/OPENING DATE</b>
DCC2481L17	Construction of synthetic tennis court of size 7200 square feet over prepared Hot Mix Asphalt base at Zaloni Club-Duliajan,Dibrugarh Assam. The synthetic tennis court should be completed in all respect including supply of all materials, labour & machinery for construction 6 (six) synthetic layers , lighting, fencing, nets & posts etc.	20.10.2016
<b>Applications for above work will be received from 21.09.2016, 07:00 Hrs to 30.09.2016, 15:30 Hrs</b>		
<b>Bid Closing / Opening Date &amp; Time for the above work: 20.10.2016 12:45/14:00 Hrs</b>		

The complete bid documents and details for purchasing bid documents, participation in tenders are available on OIL's website [www.oil-india.com](http://www.oil-india.com).

**NOTE:** All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e-portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

**DGM-Contracts (Civil)**  
**For Resident Chief Executive**

**Date: 19/09/2016**



**OIL INDIA LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**P.O. DULIAJAN – 786602**  
**ASSAM**

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**BID DOCUMENT**  
**(PART-A: TECHNO-COMMERCIAL BID)**  
**FOR**  
**IFB NO.: DCC2481L17**

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**Description of Work:** Construction of synthetic tennis court of size 7200 square feet over prepared Hot Mix Asphalt base at Zaloni Club-Duliajan, Dibrugarh Assam. The synthetic tennis court should be completed in all respect including supply of all materials, labour & machinery for construction 6 (six) synthetic layers, lighting, fencing, nets & posts etc.

**Covering Letter**

**OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department  
P.O. - Duliajan – 786602 (Assam)**

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OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India, engaged in drilling and exploration activities for hydrocarbon, invites Invitation For Bids (IFB) under Single stage Two Bid Tendering System from Expertise Shortlisted contractors meeting the requisite criteria for the under mentioned work

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**DESCRIPTION OF WORKS:** Construction of synthetic tennis court of size 7200 square feet over prepared Hot Mix Asphalt base at Zaloni Club-Duliajan, Dibrugarh Assam. The synthetic tennis court should be completed in all respect including supply of all materials, labour & machinery for construction 6 (six) synthetic layers, lighting, fencing, nets & posts etc.

2.0 Tender documents shall be issued/ sent by post to the Shortlisted firms and other prospective bidders can also participate in this tender providing they submit their application to DGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan, Assam , Pin- 786602 within 10 (Ten) days of the date of publication of the tender i.e. on or before 03:30 pm (IST) of 30<sup>th</sup> September 2016, with all requisite documents fulfilling Eligibility Criteria as stipulated in the 'Clause no. 4.0' of Covering Letter of this tender document. However, for any delay in receipt or non-receipt of the same, DGM –Contracts (HoD) will not be responsible.

**3.0 Issue of Tender Documents:**

- I. Prescribed Tender Documents (non-transferable) shall be issued/ sent by post to the Shortlisted firms.
- II. Prescribed Tender Documents (non-transferable) shall also be issued/ sent by post to the firms, who qualifies all the Eligibility criteria mentioned in 'Clause no. 4.0' of Covering Letter of this tender document. However, mere issuance of tender documents to such bidder(s) shall not be construed as being technically eligible. Final scrutiny of such bidder(s) will be carried out only after opening of Technical bid.

**Note:** - Please note that application received after 3:30 pm of 30<sup>th</sup> September 2016 will not be entertained.

Tender documents to the above selected bidders (as mentioned in 3.0 I. & II above) shall be issued from the office of DGM –CONTRACTS (HoD), OIL INDIA LIMITED, P.O. DULIAJAN - 786602, within office working hours from 21<sup>st</sup> September 2016 to 19<sup>th</sup> October 2016 free of cost. The details of tenders are available at Website [www.oil-india.com](http://www.oil-india.com).

**4.0 (A) BID EVALUATION CRITERIA (BEC):**

- The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case 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 BEC must be submitted along with the Techno-Commercial Bid.
- Interested contractors / firms shall have to submit the following documents to qualify for opening of the Price Bid:

4.1 Bidder should have experience of successfully completed **at least one synthetic court or resurfacing of one synthetic court values not less than ₹ 3, 41,000.00 in last 7 years** reckoned from the original bid closing date. Bidder must submit proof of completion of job in support of this along with the bid.

**Note to Clause 4.1 above:**

- a) Documentary evidences of job experiences as stated above should be in the form of Completion Certificate(s) and should be supported with respective photocopies of Letter of Intent / LOA / Work-Order / Notice to Proceed with Work. All the certificates and documentary evidences submitted in support of job experiences should be clearly legible. The same must be countersigned by the authorized representative of the bidder.
- b) Similar work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.
- c) Non-submission of the documents as specified in all the paragraphs above will result in rejection of bids.

4.2

- a) Annual Financial Turnover of the bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least ₹ 2,05,000.00
- b) Net worth of bidder must be positive for preceding financial/ accounting year.
- c) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/ accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial /

accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that 'the balance sheet / Financial Statements for the financial year .....(as the case may be) has actually not been audited so far.

d) For proof of Annual Turnover & Net worth as mentioned in the clause no. 4.2 a) & b) above any one of the following documents must be submitted along with the bid:-

i. A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Annexure-II**.

OR

ii. Audited Balance Sheet along with Profit & Loss account.

Note: In case the bidder is Central Govt. organization/ PSU/ State Govt. organization/ Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4.3 Bids must be valid for minimum 120 (One Hundred Twenty) days from the date of Technical Bid opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is 120 (One Hundred Twenty) days.

Note: In case of extension of Bid Opening Date, Bid validity must be extended suitably by the bidder, as and when advised by OIL.

4.4 All the requisite Certificates and documentary evidences submitted in support of **paragraph 4.1, 4.2, 4.3** above should be clearly legible. The same must be countersigned by the authorized representative of the bidder. **Illegible / Incomplete certificates or documents will not be considered for evaluation.**

4.5 **SUBMISSION OF FORGED DOCUMENTS:** Bidders should note that Company may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) besides liable for action as per clause no. 18.0 of Part-III SCC of tender document.

- 4.6 The bids conforming to the specifications, terms and conditions stipulated in the tender documents and considered to be responsive after subjecting to Bid Evaluation Criteria will be considered for further evaluation as given below:
- i. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.
  - ii. In case of identical lowest offered rate by more than 1 (one) bidder, the selection of priority-1 and priority-2 bidder will be made by draw of lots amongst the parties offering the same lowest. The tender shall be awarded to priority-1 bidder only, but if priority-1 bidder fails to accept the LOI/found non-eligible/ fails to execute the jobs, then Company may think to award the same to priority -2 bidder after taking management approval for the same.

Note: The Company's Internal Estimated Rates, as indicated in Part-II, are inclusive of all except P.F. & Service Tax.

**(B) BID REJECTION CRITERIA (BRC):**

- a) The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.
- b) There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.
- c) Bidder must accept and comply with the following provisions as given in the Tender Document. Deviations to such provisions shall make the bid liable for rejection.
  - a. Firm price
  - b. Period of validity of Bid
  - c. Price Schedule
  - d. Performance Bank Guarantee / Security deposit
  - e. Delivery / Completion Schedule
  - f. Scope of work
  - g. Guarantee of material / work
  - h. Liquidated Damages clause
  - i. Tax liabilities
  - j. Arbitration / Resolution of Dispute Clause
  - k. Force Majeure
  - l. Applicable Laws
  - m. Specifications

**(C) GENERAL:**

- i. In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by Company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
  - ii. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the Company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
  - iii. If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
  - iv. Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
  - v. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 5.0 Before submission of bids, the bidder is advised to inspect the work site with permission from DGM- Civil (HoD) 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 are deemed necessary.
- 6.0 No bidder shall withdraw the tender after opening of the bid. Any such withdrawal of bid will make the bidder(s) liable for debarred from further tendering at the sole discretion of the Company and the period of debarment in no case shall be less than 02 (Two) years.
- 7.0 Conditional tenders are liable for rejection at the sole discretion of the Company.
- 8.0 (i) **The bidders should not quote their rates against the individual items. They should offer their overall rate only as a percentage of Company's internal estimated cost within the limit of at par to Ten (10%) above on the Company's internal estimated cost. However, the bids with rates quoted below Company's internal estimated cost and more than 10 % above of the Company's internal estimated cost will be rejected outright. In case of identical situation, the L-1 bidder will be decided through draw of lots.**
- (ii) The rates shall be quoted as a percentage of the Grand Total (mentioned in Part-II) and shall be in figures as well as words. No overwriting shall be allowed. However, in case of correction, the same must be initialled. In case of discrepancy, the rates quoted in words shall be considered.

- 9.0 **Time Schedule:** The time allowed for completing the work will be Eight (08) weeks reckoned from the date of issue of work order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.
- 10.0 **Security Deposit:** The successful bidder(s) shall deposit the requisite Security Deposit @ 2.50% of the Contract price in the form of Demand Draft / Banker's Cheque / Bank Guarantee from a nationalized/scheduled bank in favour of Oil India Limited and payable at Duliajan before signing the formal Contract Agreement. The Security deposit shall be refunded to the contractor after satisfactory completion of the work, but part of whole of which shall be used by the Company in realization of LD or claims, if any, or for adjustment of compensation due to the Company for any reason. The Security Money shall not earn any interest.
- 11.0 **Submission of Bids:** The offer (both Part-A and B) containing the Tender, marked at the top with the above IFB Number and description of work, name and address of the bidder and addressed to the DGM – CONTRACTS (HoD), OIL INDIA LIMITED, P.O.DULIAJAN-786602, ASSAM shall be submitted by 12:45 hours (IST) on **20.10.2016** **in separate sealed envelopes, duly super scribed:**

PART-A:	Un-priced Techno – Contractual Bid
PART-B:	Price Bid – “Do not open with Part – A”.

**Price bid received in an open manner together with the Un-priced Techno-contractual bid and without superscription of the name / IFB Number / address of the bidder will be rejected outright.**

Tenders can be dropped in the tender box placed at the Office of the DGM- CONTRACTS (HoD) or can be sent by registered post addressed to – DGM – CONTRACTS(HoD), OIL INDIA LIMITED, Contracts Department, Duliajan – 786602, Assam so as to, reach his office before scheduled bid closing date and time. The Company will not be responsible for any postal delay or non-receipt of the tender document.

**12.0 Opening of Bids:**

- Part – A of the Bid(s) shall be opened at 14:00 hours (IST) on **20.10.2016** in the presence of the attending bidder or their authorized representatives if any.
- Part – B of the Bid(s) of the Techno-commercially qualified bidder(s) shall be opened at a later date with due intimation to the qualified bidder.

- 13.0 However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.
- 14.0 OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work stated above or cancel, if required.
- 15.0 The amount of retention money shall be released after six (06) months from the date of issue of completion certificate by the concerned department.



16.0 OIL INDIA LIMITED reserves the right to accept or reject any or all tenders in part or in total without assigning any reasons.

17.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOI issued is not accepted by the L1 bidder and the Performance Security Deposit is not submitted as per the terms of the Contract within the time specified in the Bid Document, bidder / contractor shall be debarred as per the Company's "Guidelines for Banning business Dealings".

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

19.0 Bidder(s) must also furnish the followings:

a) **NAME OF FIRM :**

b) **DETAIL POSTAL ADDRESS:**

c) **MOBILE / TELEPHONE NO:**

d) **E-MAIL ADDRESS :**

e) **FAX NO (If available):**

f) **NAME OF CONTACT PERSON :**

g) **OIL VENDOR CODE (If available):**

**(A. Das)**

**DGM- CONTRACTS (Civil)**

**For RESIDENT CHIEF EXECUTIVE**

**Date: 19/09/2016**

**Part-I General Condition of Contract (GCC)**

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

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**Works Contract**

**DESCRIPTION OF WORK/SERVICES:** - Construction of synthetic tennis court of size 7200 square feet over prepared Hot Mix Asphalt base at Zaloni Club-Duliajan, Dibrugarh Assam. The synthetic tennis court should be completed in all respect including supply of all materials, labour & machinery for construction 6 (six) synthetic layers, lighting, fencing, nets & posts etc.

**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. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for

these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. 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. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II. During the actual execution of the contract, if any, additional items (deviation items) are required, which are not covered in the tender, payment of such items shall be made at the current OIL schedule of rate. In case of positive variation in quantity of any items for 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.

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 08 (Eight) 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 p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

10. The tendered all-inclusive Price (i.e. the Contract price) is ₹ \_\_\_\_\_ ***(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)***  
(₹ \_\_\_\_\_ only.)

but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

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

12. 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 finalised.

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.

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 applicable P.F. Contribution.

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. The following points are incorporated in the contract based on Contractor's declaration at the time of submission of offer against this contract.

(i) 12% P.F. is included / not included in the contract cost.

(ii) Wage component of the contract cost is: \_\_\_\_\_%.

e) As per Service Tax Act, the contractors are required to furnish service Tax Invoices Containing the following details:

- i. Name, address and registration No of the contractor
- ii. Name and address of the service recipient i.e. OIL.
- iii. Description and value of taxable services and the service Tax payable thereon

Note: In absence of Service Tax invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractors

The Contractor shall have to submit Invoice of Service Tax as per the following Format:

Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

**TAX INVOICE**

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver  
Oil India Limited, Duliajan, Assam

Invoice Serial No.....  
Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 15 % on (A) above (In case of taxable value of service is not 100 %, than specify the value of taxable service and apply 15 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 15 % on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

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

Place of Arbitration: Dibrugarh, Assam.

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

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

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

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

**25. SET OFF CLAUSE:-**

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

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the party shall be debarred as per the "Guidelines for Banning business Dealings".

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

27.1 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 of  
-----  
It's Partner/Legal Attorney

(Full Name of Signatory)  
-----  
(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\_\_\_\_\_



**Part-III Special Condition of Contract (SCC)**

- 1.0 **Scope of Work:** Construction of a synthetic tennis court of size 7200 square feet over prepared Hot Mix Asphalt base at Zaloni Club Duliajan, Dibrugarh, Assam. The synthetic tennis court should be completed in all respect including supply of all materials, labour & machinery for construction 6 (six) synthetic layers , lighting, net & posts etc.

**Specification:**

- A) **Synthetic Surfaces:** The synthetic surface should consist of 6 (six) layers. 1 layer of primer, 2 layers of cushion, 1 layer of filler and 2 layers of colour. It should have following features.
- i. Surface speed : Club level
  - ii. Cushion Thickness : 2 mm or better
  - iii. Durability : Permanent resilient base (totally re-coatable surface)
  - iv. Consistently true bounce at a controlled speed
  - v. No glare and reflection.
  - vi. Seamless surface area.
  - vii. Non-slip in wet or dry conditions; payable when damp
  - viii. Unaffected by extremes of temperature, always comfortable underfoot
  - ix. 100% all-weather surface with built-in-drainage slope ensuring equally quick water run-off and drying times after a deluge or light shower
  - x. Colours should be attractive and non-fading
  - xi. Weather surface should maintenance free- just sweep and hose down when necessary. Should be long lasting and hard wearing.
  - xii. A team of experienced and reliable personnel with high repute with rigorous quality control should carry out the work.
  - xiii. Weather proof paint for lining of play area on the finished surface as per standard court.
- B) **Lighting:** Lighting should be provided as per the following. Six numbers of poles for lighting shall be supplied and erected by Oil India Limited. Bidder need not to quote for the light poles. Apart from poles, all other materials required for lighting shall be in the scope of supplier including installation & commissioning.
1. Suitable Distribution panel, outdoor type, properly enclosed to protect from rain etc for the court. Fixing of the panel at site including earthing shall be in the scope supplier. The frame and the enclosure of the panel should be suitably painted.
  2. The distribution panel shall consist of one 3 ph, 4 pole, 63A, MCCB, one three phase 4 pole contactor, three phase by pass switch and 12 way MCB DB. (20A each).
  3. One suitably rated three phase 4 pole contactor (63A) should be provided at the panel with a control circuit & switch to switch ON/OFF the entire lighting of the court.
  4. One by pass switch (3 phase, 63 A) should be provided in parallel to this contactor to facilitate power supply in the event of failure of the contactor.

5. Each pole shall have individual circuit from DB. Each pole shall have two numbers of light fittings. One fuse box (enclosure type) shall be supplied and fixed on each pole for power supply to the individual light fittings.
6. 12 numbers of 400 Watt integral metal halide light with complete fittings & accessories should be supplied. Make (indicative) Phillips/Havells/CG/Osram/Bajaj/.
7. All MCBs, MCCB, switches, cables etc as required to be supplied.
8. All wirings of panel as well as lighting circuit as required shall be in the scope of supplier. Supply of wires, cables etc. for the lighting circuit shall be in the scope of supplier.
9. All electrical equipment like MCCB, MCBs, contactor, switches, cables fuse box etc) should have proper rating and should be of reputed brand.
10. All cabling to the poles should be underground.
11. Oil India shall provide three phase power supply to the mains switch of the distribution panel.

- C) **Net posts & Net:** One set of Davis cup standard net posts and net should be provided. The net posts should have facility to adjust the tension with gear system (ratchet arrangement etc.). The net should be UV protected type.
- D) **Other accessories:** Supplier should provide the following mandatory accessories:
1. 1.5 meter, Aluminium alloy water pusher: 2 numbers
  2. 1.5meter, Silver Gray, Iron Material, Powder coated sponge roller: 2 numbers.
- E) All items used for construction of the court and its accessories shall be of brand new, unused, undamaged and free from any manufacturing defects.
- F) **OIL scope of work:** Oil India Limited shall prepare the sub surface of Hot Mix Asphalt base for the tennis court at site as per the prevailing standard of required dimensions. Bidder has to make the synthetic surface and supply and fix other materials and accessories as per the specification on this sub surface. Electrical light poles shall be supplied and erected by Oil India Limited.
- G) **Guaranty & Warranty:** The completed court with net & net posts and light fittings should be guaranteed for a period of one year for any manufacturing defects and performance from the date of commissioning. If any defect of the court and above items occurs during this period, supplier has to repair/replace the same at free of cost without any burden to Oil India Limited.
- 2.0 **SPECIAL INSTRUCTION TO THE BIDDER:** The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing.

3.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:

- i. Efficient workmen to be engaged by the Contractor.
- ii. The Contractor's representative should report to Engineer-in charge on all working day's at 7.30AM for day to day instruction.
- iii. 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.
- iv. 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.
- v. The Contractor shall obtain labour clearance within seven day's of signing the contract.
- vi. The Contractor will be required to work expeditiously at the site and must visit the site before tendering.
- vii. The contractor should submit the work program in form of a bar chart within 7 days of receipt of work order.
- viii. All materials supply by the contractor must be approved by Engineer In-charge and necessary Test certificate from competent authority to be submitted by the contractor.
- ix. Company's Internal Estimate is excluding of PF component.
- x. The contractor has to work during rainy seasons also.
- xi. Electrical installation work has to be done by licensed electrician/lineman as per CEA Regulations 2010. Test report of the electrical work as per CEA Regulations will have to be submitted to OIL after completion of the job.

4.0 The signatory of the contract/his representative should visit the site to receive instructions from the Engineer in Charge or Company's representative.

5.0 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

6.0 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

- 7.0 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 8.0 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- 9.0 Except where otherwise stated, the contractor shall pay all tonnage and other royalties, rent and other payments of compensation, if for getting stone, sand, gravel, clay of other materials required for the works. The contractor has to give proof for making payment of royalty to any state Government for procuring stone aggregate and earth etc.
- 10.0 TIME CONTROL: Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 11.0 IDENTIFYING DEFECTS: The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which is defined in the Contract.
- 12.0 PERIODIC MAINTENANCE: The Contractor shall do the routine maintenance jobs to keep the surface up to the required standards and keep the entire surface and structure in Defect free condition during the entire construction period.
- 13.0 **"The bidders should note that, if three (3) or more bidders are found to be technically eligible, no clarification / deficit documents will be sought from the bidders under any circumstances, once the bids are opened and the bids will be evaluated on the basis of documents submitted by the bidders along with the bid".**
- 14.0 The bidder shall also furnish following information / documents along with the bid. Company reserves the right to reject the bid in the event of non-submission of such information / documents.
- Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. The bidder shall furnish the Provident Fund code number issued by the appropriate

Govt. Authority, with supporting documents, or a declaration / undertaking in stamped paper in the **Format Annexure-I**.

- 15.0 The bidder shall furnish following information / documents on issuance of LOI within 15 (fifteen) days from the date of issuance. Company reserves the right to cancel the contract / LOI if these documents are not submitted within the stipulated period, besides taking action under **Clause 18.0 of Part-III SCC** of tender document.
- a. PAN, VAT Registration number (Not required for OIL registered contractors).
  - b. Service Tax Registration number issued by the appropriate Govt. Authority or exemption certificate from the concerned authority or a declaration / undertaking in stamped paper in the prescribed Format to the extent that provisions of the Service Tax are not applicable to him / her / them and in the event of any claim from the Service Tax Authority upon Company at a later date with respect to the services provided under the contract, the bidder shall deposit such amount to the Company, as per the rules applicable from time to time.
- 16.0 The bidder must provide the all necessary minimum numbers of equipment in operational condition capable of providing uninterrupted services under the contract as and when required to complete the project.
- 17.0 Bidder(s) should clearly understand these criteria before submission of the bid and in case of any doubt he / she / they may seek clarification from Engineer – in charge / DGM-Civil, Civil Engineering department, before submitting the bid.
- 18.0 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.

**Part- IV SCPME**

**Schedule of Company's Plants, Materials and Equipment**

- **Material:** Nil
- **Plants and Equipment:** Nil

**PART-V SAFETY MEASURES**

**To,  
DGM-CONTRACT (HoD)  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/SERVICE:** - Construction of synthetic tennis court of size 7200 square feet over prepared Hot Mix Asphalt base at Zaloni Club-Duliajan, Dibrugarh Assam. The synthetic tennis court should be completed in all respect including supply of all materials, labour & machinery for construction 6 (six) synthetic layers, lighting, fencing, nets & posts etc.

Sir,

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

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

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

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. 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.

g) We shall abide by the following HSE (Health Safety & Environment) points:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Contractor's responsibility to fulfil 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 Contractor 1 Company SCC 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.

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.

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.

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

22. 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.

23. 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.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

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

26. 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

**(ON THE NJSP OF RS.100/-)  
TO BE NOTORISED**

**To  
DGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN**

Dear Sirs,

**Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN RESPECT OF  
TENDER NO. DCC2481L17**

(To be submitted by the Bidders who are not covered under EPF&MP Act, 1952)

This is in connection with the Bid submitted by .....(Name of the Bidder) against Tender .....for .....(subject of the Tender). As per the conditions stipulated in Clause no.....(Name of the Provision/SCC etc.), we/I ,being authorized on behalf of .....(Name of the Contractor) hereby confirm and undertake as follows;

- That our Firm/Company shall be responsible to comply with all the applicable labour laws in respect of the present Contract.
- That we are fully conversant with the applicable laws and confirm that our Firm/Company is not covered under the Employees Provident Funds and Misc. Provisions Act, 1952 and applicable Rules there under, and therefore I we have not obtained any registration or Provident Fund Code under the Act.
- That if, during the period of the present Contract, we/our Firm /Company comes within the coverage of the aforesaid Acts or any other statutes; we shall comply with the same and submit the necessary documents to OIL. We further confirm that we will indemnify OIL towards any future statutory compliances/claims raised from any corner including statutory authorities against the Labour engaged by our Firm/Company in the Contract.
- That in the event of any contravention towards the applicable laws found on our part in respect of the present Contract, we undertake to indemnify OIL and deposit the claims, if any.
- That we shall fulfill all the obligations arising from under the labour laws in force from time to time and keep OIL indemnified against any loss/liability arising out of failure of our avoiding the laws.

We, further agree and undertake that in case of any violation of the above undertaking, OIL shall be at liberty to take appropriate action against us in terms of the Tender including but not limited to termination of contract and debarment from future business with OIL.

I/We declare that the information given above is true and any misstatement or misrepresentation or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

**1. Authorized Signatory** \_\_\_\_\_  
**(BIDDER)**

**Place:-**

**Date:-**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER  
HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of  
M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto  
.....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)

Place:

Date:

Seal:

Membership No. :

Registration Code. :

Signature



**OIL INDIA LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**P.O. DULIAJAN – 786602**  
**ASSAM**

**BID DOCUMENT**  
**(PART-B: Part-II SCHEDULE OF PRICES)**  
**FOR**  
**IFB NO.: DCC2481L17**

\*\*\*\*\*

**Description of Work:** Construction of synthetic tennis court of size 7200 square feet over prepared Hot Mix Asphalt base at Zaloni Club-Duliajan, Dibrugarh Assam. The synthetic tennis court should be completed in all respect including supply of all materials, labour & machinery for construction 6 (six) synthetic layers, lighting, fencing, nets & posts etc.

\*\*\*\*\*

**For Office Use only**

- Rate Quoted above (if any)/ at Par .....
- Conditional / Non- Conditional offer

## **Schedule of Quantities**

### **WORKS CONTRACT**

**Tender No.: DCC2481L17**

Sl. no	Description of Work	Quantity	UOM	Currency	Rate (₹)	Amount (₹)
10	<b><u>6 LAYER SYNTHETIC SURFACE:</u></b> Providing and laying synthetic surface pro-superior ultra cushioned surface of 6 layers with 3 mm thickness each of high performance qualities. Providing and laying as per standard specification/ satisfaction of Engineer-in-charge. The rates includes all materials, including adhesive, equipment, labour charges, supervising charges etc. No extra payment be made on any account.	7,200.00	FT2	INR	51.74	372,528.00
20	<b><u>NET AND NET POST:</u></b> Davis cup standard net posts and poles with sleeves, poeder coated and bras mechanism, center anchor with sleeve and best available net from post to post along with the center strap and hook. Providing and installing as per standard specification/ satisfaction of Engineer-in-charge. The rates includes all materials, equipment, labour charges, supervising charges etc. No extra payment be made on any account.	1.00	SET	INR	19,417.50	19,417.50
30	<b><u>TRANSPORTATION CHARGES (EX DELHI):</u></b> Transportation of all required materials ex-Delhi.	1.00	SET	INR	56,132.75	56,132.75



Sl. no	Description of Work	Quantity	UOM	Currency	Rate (₹)	Amount (₹)
40	<p><b>Electrical Jobs:</b> Lighting should be provided as per the following. Lighting system should conform to prevailing IS in respect of standard and safety.</p> <p>1) Suitable Distribution panel properly enclosed to protect from rain etc.</p> <p>2) The distribution panel shall consist of main switch, suitable rated contactor with bypass switch, 8 way DB.</p> <p>3) From individual circuit will go the junction box of each pole.</p> <p>4) Six numbers of 12 meter swaged steel tubular poles to be supplied for lighting system.</p> <p>5) 12 numbers of 400 Watt integral metal halide light with complete fittings &amp; accessories. Make Phillips/Havells/CG/Osram</p> <p>6) All MCBs, switches, cables etc. as required to be supplied. Club shall provide the power to the main switch of the supplier's distribution board.</p> <p>7) Wiring should be done as required.</p> <p>8) All electrical equipment's should have proper rating and should be of reputed brand.</p> <p>9) All cabling to the poles should be underground.</p> <p>Payment will be released after certified by concerned engineer in-charge of OIL.</p>	1.00	SET	INR	231,931.25	231,931.25
<b>Total Amount</b>						<b>₹ 680009.50</b>

**To be filled by bidder:-**

I /we on this.....day of ....., 2016, hereby offer to execute the work described above at the rate of .....% above\* /at par \* the Company's Estimated total contract cost in accordance with the Contract terms & conditions, which I/we have fully understood.

[\*Indicate one only striking out the other and quote with figures and words up to two places after decimal.

- In case any discrepancies in rates quoted in words and figures, the rates quoted in words will be considered.
- If any corrections in quoted rates are made, same has to be signed by the concerned bidder. If the same is not signed, the bid will be rejected outright.
- The Rates of Company's Internal Estimate are exclusive of P.F. & Service Tax. The Bidders must quote their rates including all applicable royalty, duties and taxes etc excluding P.F. & Service Tax]

**Please note that:-**

- i. The bidders should not quote their rates for individual items. They should offer their overall rate only as a percentage of Company's internal estimated cost within the limit of at par to Ten (10%) above on the Company's internal estimated cost. However, the bids with rates quoted below Company's internal estimated and more than 10 % above of Company's internal estimated cost will be rejected outright. In case of identical situation, the L-1 bidder will be decided through draw of lots.
- ii. The rates shall be quoted as a percentage of the Grand Total and shall be in figures as well as words. No overwriting shall be allowed. However, in case of correction, the same must be initialled.
- iii. The %age rate offered by the bidder over the Company's internal estimated contract cost shall be applicable uniformly towards all individual items. During the actual execution of the contract, if any deviated/additional items are required, which were not covered in the tender, applicable rate of payment for such items shall be in the same % difference with the Company's internal estimated applicable in the particular zone and that of the contract rate or at the current OIL schedule of rates whichever is lower. In case of variation in quantity of any item from the quantity mentioned in the schedule of works during the actual execution, the contractor will have no objection to carry out the varied quantity at the same rate, terms and condition of the contract or at the current OIL schedule of rates whichever is lower.

\*\*\*\*\*End of Document\*\*\*\*\*