OIL INDIA LIMITED

(A Government of India Enterprise)
P.O. Duliajan-786602, Assam, India
E-mail: Contracts@oilindia.in
INVITATION FOR BID

OIL INDIA LIMITED invites sealed bids from OIL Registered Civil Engineering Contractors for the under mentioned works:

SI No	IFB No.	Description of Work	Location	Duration	Class of Registration
1.	DCC4308L17	roads; bridges and buildings, including construction of new works as and when necessary in Arunachal Pradesh for a period of 4(Four) years.	OIL operational areas of Arunachal Pradesh	Four Years	'A'& 'C' Class.
2.	DCC4309L17	Maintenance and repair of buildings both permanent and semi-permanent; minor repairing of roads; construction of new minor works as and when necessary in Arunachal Pradesh for a period of 4(Four) years.	OIL operational areas of Arunachal Pradesh	Four Years	'D' Class

Prescribed Bid Documents (non-transferable) are to be collected from the office of GM-CONTRACTS, OIL INDIA LIMITED, P.O. DULIAJAN - 786602, within office working hours from 20.04.2017 to 17.05.2017 on application with their VENDOR CODE. The details of the bids are available at Website www.oil-india.com (for viewing only).

Sealed envelopes containing the bid shall be marked at top with the above IFB Number & description of work and addressed to GM-Contracts, Oil India Limited, P.O. Duliajan, Dist. Dibrugarh, Pin: 786602, Assam.

Bids will be received upto 12.45 p.m. (IST) of 18/05/2017 and opened on the same day at 1.00 p.m. (IST) at the office of GM-Contracts before the attending bidders, if any. Tender Box is placed in the office of the GM-Contracts, Duliajan.

However, Bidders may also deposit the Bids in the tender box placed in the office of Civil Engineering Department, OIL Manabhum Camp, Manabhum, Arunachal Pradesh up to 13.00 p.m. (IST) of 16/05/2017.

Date: 07-04-2017

<u>DGM – CONTRACTS (P)</u> <u>For GM - CONTRACTS</u> For RESIDENT CHIEF EXECUTIVE

Copy to:

ED (C&P) / ED (ES) / ED (F&A)
Asset Manager Eastern (Digboi)
GM (C&P) / GM – Civil / GM-Security
DGM – PA
Surface Manager – EA (Digboi)
Sr. Engineer Civil (Digboi)
Notice Board

With a copy of NIT and request to display the same in the respective NOTICE BOARD.

OIL INDIA LIMITED

(A Government of India Enterprise) P.O. Duliajan-786602, Assam, India

E-mail: <u>contracts@oilindia.in</u>
Tender Document

OIL INDIA LIMITED invites sealed bids from OIL Registered Civil Engineering Contractors of Arunachal Pradesh for the under mentioned works:

SI No	IFB No.	Description of Work	Location	Duration	Class of Registration
1.	DCC4308L17	roads; bridges and buildings, including construction of new works as and when necessary in Arunachal Pradesh for a period of 4(Four) years.	OIL operational areas of Arunachal Pradesh	Four Years	'A' & 'C' Class.
2.	DCC4309L17	Maintenance and repair of buildings both permanent and semi-permanent; minor repairing of roads; construction of new minor works as and when necessary in Arunachal Pradesh for a period of 4(Four) years.	OIL operational areas of Arunachal Pradesh	Four Years	'D' Class

- 2.0 OIL registered A & C class contractors of Arunachal Pradesh only can apply/submit bid for tender number DCC4308L17 and D class contractors of Arunachal Pradesh only can apply/ submit bid for tender number DCC4309L17. All the bidders are hereby advised to see and be acquainted with the Terms and Conditions of the Tender prior to submission of the offers.
- 3.0 <u>Submission of Bids:</u>The Bids marked at the top with the above IFB Number and description of work, name and address of the tenderer and addressed to GM CONTRACTS, OIL INDIA LIMITED, P.O. DULIAJAN, PIN-786602 shall be submitted by 12.45 hours (IST) on or before 18/05/2017in <u>sealed envelopes.</u>

The bids in prescribed format in sealed covers are to be dropped in the Tender Box placed at the Contracts Department or can be sent by post addressed to GM – CONTRACTS , CONTRACTS DEPARTMENT, OIL INDIA LIMITED, P.O. DULIAJAN-786602, DIST. DIBRUGARH, ASSAM so as to reach his office on or before the scheduled closing date and time. The Company will not be responsible for any postal delay.

Bidders may also deposit the Bids in the tender box placed in the office of Civil Engineering Department, OIL Manabhum Camp, Manabhum, Arunachal Pradesh up to 13.00 p.m. (IST) of 16/05/2017.

Bid received in an open manner without superscription and name / address of the tenderer, on the sealed envelope, may be rejected at the sole discretion of the Company.

- 4.0 Opening of Bids: The Bid(s) shall be opened at 13:00 hours (IST) on 18/05/2017 at the office of GM-Contracts, OIL, Duliajan, in the presence of the attending bidders and / or their authorized representatives, if any.
- 5.0 <u>Submission of Documents</u>: The Bidders shall have to submit the following documents to qualify for award of Contract
 - (a) Three coloured Passport size photos of the Proprietor in case of Proprietary firms, all the partners in case of Partnership firms, authorized representatives of Cooperative Society or Company.
 - (b) Specimen signatures of the Proprietor in case of Proprietary firms, all the partners in case of Partnership firms, authorized representatives of Co-operative Society or Company.
 - (c) Self attested photo copy of PAN card.
 - (d) Phone No. / Mobile No.
 - (e) E-mail ID.
 - (f) Particulars of Bank Account Account number, Bank Name, Branch Code, Branch Address.
 - (g) Address proof in the form of self-attested photocopy of any of the following documents, to be submitted
 - i. Passport
 - ii. Voter identity card
 - iii. Latest paid electricitybill
 - iv. Latest paid telephone bill (DOT-landline / postpaid mobile)
 - v. Latest income tax assessment
 - vi. Permanent Resident Certificate(PRC)
 - vii. Driving License
 - viii. Passbook of running bank account
 - ix. Proof of Gas connection
 - x. Address proof issued by Village Head GaonBurha / President of Gaon Panchayat / Circle Officer / BDO / Deputy Commissioner.
- 6.0 For the firms successful in bidding, the following conditions respective to the status of the firms (Proprietary or Partnership or Co-operative Society or Company) will be strictly applicable.
 - (a) Power of Attorney (except as per the Company's norms) shall not be entertained in case of proprietary firm and only the proprietor shall represent his / her firm.
 - (b) In case of Partnership firm, one of the partners shall be the Managing Partner and shall furnish Power of Attorney on behalf of the firm, from rest of the partners.

- The Power of Attorney in favour of a person other than a partner of the firm shall not be acceptable.
- (c) In case of Co-operative Society, one authorized representative must furnish the resolution duly adopted by the Board of Directors or Executive Committee, nominating him/her as the authorised representative of the Co-operative society.
- (d) The Proprietor in case of a proprietary firm, the Managing Partner in case of a partnership firm and one authorized representative in case of Co-operative Society or Company shall sign the contract (in the office of GM Contracts, Duliajan) and be present in Civil Engineering Department, OIL, Digboi / Manabhum to receive work order or instruction etc if the contract is awarded to them.
- (e) The partner of partnership firm, authorized representative of Co-operative Society or Company and the proprietor of proprietary firm will not be allowed to represent another partnership firm, Co-operative Society, Company or proprietary firm.
- (f) The principle of "One Person-One Firm" shall be followed and hence only one entry photo pass shall be issued against each firm, if successful in bidding. Accordingly, any individual person shall not be allowed to represent more than one firm.
- 7.0 In case an individual firm submits more than one bid, Company reserves the right to reject such bids or may consider only one bid which is received and opened first by Company. In case Company decides to consider the bid received and opened first, the remaining bids submitted by the bidder will be rejected.
- 8.0 If it is found that proprietor of a proprietary firm is also a partner of a partnership firm, the OIL registration of the proprietary firm will be cancelled and Company may allot contract to the partnership firm, provided the partnership firm is successful in bidding.
- 9.0 Bids must be valid for 90 (Ninety) days from the Bid opening date. If extension of bid validity is required during any stage of the tender, a notification seeking extension of bid validity will be published in OIL Website www.oil-tender.com. In case the extension of bid validity is not received from any bidder within the stipulated time frame, it will be construed that the bidder has agreed for extension of bid validity as requested for.
- 10.0 Conditional bids are liable for rejection at the sole discretion of Company without assigning any reason thereof.
- 11.0 Debarred contractors are not eligible for bidding during the period of debarment.
- 12.0 The successful bidders will be required to enter into a formal Contract Agreement, as per the terms and conditions known to the bidders, prior to submission of the bid. The Agreement has to be signed within the stipulated time, as decided by Company.

- 13.0 After signing the contract, the contractor shall have to report to GM-Civil or his authorised officials and shall be required to obtain the Labour clearance from the competent authority within seven days of signing the Contract. On receipt of labour clearance from the competent authority, GM-Civil or his authorised officials will issue work order as and when the job requirement arises.
- 14.0 RATES: The rates applicable for operating the contract will be as per latest / revised OIL Schedule of Rates, prevalent during actual execution of the work.

15.0 Job requirement:

- (a) The contractor will have to carry out the work in accordance with 1968 General Condition of Contract of Oil India Limited.
- (b) The contractor shall provide all labour, supervision and transportation of material including material issued by the Company, tools and plants as necessary for the work and shall be responsible for all royalties, taxes, duties and other levies etc. OIL Schedule of Rates are inclusive of all these, but exclusive of PF & service tax.
- (c) The contractor shall strictly follow rules and regulations of the following acts.
 - (i) The Mines Act
 - (ii) The Minimum Wages Act
 - (iii) The Workmen's compensation Act
 - (iv) The Payment of Wages Act.
 - (v) The Payment of Bonus Act 1965
 - vi) The Contract labour (Regulation and Abolition) Act 1970 and the rules framed there under.
 - (vii) Family Pension Scheme.
 - (viii) Inter-State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979.
 - (ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - (x) VAT.
- (d) The contractor shall have to clear all rubbish and surplus materials from the site on completion of work and shall leave the site clear and tidy.
- (e) If the contractor employs 20(Twenty) or more workmen, such contractor shall be required to obtain requisite license at own cost from the appropriate licensing authority before undertaking any work.
- (f) The contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other flammable material within any fenced area.
- (g) The contractor shall ensure that all persons engaged by him/her/them are provided with appropriate protective clothing and safety wear in accordance with the latest Oil Mines Regulation Act.

- (h) The contractor shall not engage minor labour {below 18 (eighteen) years of age} under any circumstances.
- (i) The contractor will be required to provide materials as and when required to carry out the jobs for which payment will be made as per OIL Schedule of Rates.

16.0 Company shall provide:

Materials like (i) Cement (ii) C.G.I. Sheet/Asbestos Sheet (iii) M.S. Rods/Angles (iv) Bolts/Nuts/Wire nails/Screws (v) Doors/Window fittings (vi) Paint/Lime/Glue/Robin Blue (vii) Timber (viii) Sanitary/Bath Room fittings & other such materials as and when needed for individual jobs which are available at the Company's store.

17.0 Special Conditions:-

- i. The Contractor shall allow OIL officials to inspect their work site and document in respect of the worker's payment.
- ii. Contractor whosever is liable to be covered under P.F. Act must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act 1952 in addition to the various Acts mentioned elsewhere in this agreement. Any Contractor found violating these provisions will render them disqualified from any future tendering. Since OIL Schedule of Rates is not inclusive of P.F, the amount deposited by the contractor under the said contract will be reimbursed on production of documentary evidence.
- iii. The Contractor shall use pump, if needed, for dewatering of pit while carrying out excavation for which no extra payment will be made.
- iv. Materials if rejected should be removed from site within 48(Forty eight) hours of rejection, failing which Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor. The contractor shall demolish or rectify any work of inferior workmanship as and when so advised by Company.
- v. In the event of the Company inadvertently awarding any contract due to oversight against the principle of "One person-one firm" (one person, either as a proprietor or partner is allotted more than one contract), and the same comes to the knowledge of the Company at a later stage, then the Company shall withdraw any one Contract allotted to the firm/contractor.
- vi. The contractor who defaults in making payment of wages / remuneration etc. to the contract labourers / their own labourers engaged by them and / or persons employed by them / or other statutory dues like PF / VAT / SERVICE TAX / Royalties etc. to the authorities concerned and the non-payment / default is concurred by the competent statutory authority / department of OIL / Court, OIL reserves the right to put such contractor on debarment list as per Company's Banning Policy without any further notice.

- vii. As per 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.
- viii. If any of the persons engaged by the contractor misbehaves with any official or workperson of the Company or commit any misconduct in connection with the property of the Company or suffer from any serious communicable disease, the contractor shall replace them immediately.
 - ix. The contractor shall maintain all record registers required to be maintained by him /her/ them under various statutory &labour laws and produce the same before the statutory authorities as and when required.
 - x. The contractor shall also submit periodical reports under various statutory &labour laws under intimation to the Principal Employer, OIL.
 - xi. The contractor should ensure equal remuneration / wage to all labourers engaged by them irrespective of gender, caste, religion and age permitted by law.
- xii. The contractor shall get antecedents of the persons engaged by him/ her / them verified from the police station concerned and produce a certificate in this regard to OIL. Any consequence shall be responsibility of the contractor concerned.
- xiii. In case of strike resorted to by the contractor or his / her/ their workmen, in isolation or in group, hampering the Company's essential services, OIL reserves the right to employ casual labour or other contractors, with 24 hours notice, for carrying out the work at the risk and cost of the contractor to whom the jobs were allotted. In addition, punitive action will be taken against such contractor as per Company's procedure.
- xiv. Containers / empty bitumen drum / empty cement bags must be returned to Company in good condition.
- xv. Plants and equipment issued to the Contractor must be under proper watch& ward so that no part is pilfered / damaged. These must be handled only by Company's operators. Contractor shall be responsible for any loss or damage to these plants and equipment while these are under his /her/ their custody.
- xvi. Cement / Bitumen / other Company's materials issued to Contractor by the Company are meant only for the specific Company's work relating to the Contract. However, if any quantity of cement / Bitumen/ other Company's materials is left over from the quantities issued, for any reason whatsoever, on the completion / cancellation / termination of the Contract the same shall have to be returned to the

Company in full within one week of completion / cancellation of the work failing which the matter will be referred to appropriate authorities for legal action as well as realization of the cost of such Company's materials.

- xvii. Materials issued to Contractor must be under proper watch & ward so that no part is pilfered. If any pilferage occurs, the matter will be referred to appropriate authorities for legal action as well as realization of the cost of materials issued.
- xviii. If any contractor labourer, during his / her employment, sustains any injury or disablement in work accident, the contractor shall provide necessary medical treatment at the contractor's cost & risk.
- xix. In case of non-return of PPE borrowed from OIL, the cost of the same will be recovered from the contractor's bill.
- xx. During contract period, it will be the responsibility of the contractor to keep OIL informed of any matter that may affect the contractor's continued registration and attributes. If the contractor's future standing changes in such a manner that they no longer comply with the registration criteria of the Company, then it is the responsibility of the contractor to promptly inform in writing to OIL. OIL reserves the right to cancel registration / particular class of registration, as per prevailing rules / guideline of Company, in force at the time of occurrence. If at later date, it is found that the contractor had suppressed the information, then OIL may put the contractor under suspension / cancel the registration. Any decision taken in this regard by Company shall be final and binding to the contractor.
- xxi. Storage of Company's materials (e.g. cement, reinforcement bar etc) and transportation to site shall be the responsibility of the contractor.
- xxii. Contracts shall be valid for 4 (four) years w.e.f 22.08.2017 to 21.08.2021 (unless otherwise revised /amended). However, the provision of applying Internal Control Mechanism on Job Allotments and Escalation in Material Price shall be as per the existing practice with a horizon of 2 (two) years i.e. the cumulative value of work done for all the MMC contractors shall be made zero (0) after completion of 2 (two) years and the new Material Prices as per the market surveys will be revised after every two years irrespective of the effective commencement date of Civil MMC (as per present practice).
- xxiii. Based on requirement of jobs to be done at work sites, GM-Civil or his authorized representative will issue work order (in the form of written memos / letter or ERP system generated work order) to the contractor, time to time basis as per the requirement. Intimation of work order will be made either through Notice on the Notice Board or through e-mail to the vendor / contractor at their declared e-mail address and the contractor has to collect the work order from the concerned Engineer.

- xxiv. In the event of placement of work order on a contractor (in the form of written memos / letter or ERP system generated work order as stated above), if the contractor fails to commence the work within 4 (four) days as advised vide work order without any valid reason, the work order / advice shall be treated as cancelled, the job will be allotted to other eligible contractor and the defaulted contractor shall not be considered for allotment of work in the succeeding cycle of allotment.
- xxv. In the event of placement of work order on a contractor (in the form of written memos / letter or ERP system generated work order as statedabove), if the contractor fails or refuses to execute the job at the applicable rates, terms & conditions within the stipulated time of the work order, the work order will be treated as cancelled and the job will be allotted to other eligible contractor. The defaulted contractor shall be issued a warning letter with corrective measures to be observed by the contractor. Further allotment of work to the contractor will be delayed depending on the merit of the response.
- xxvi. The repeated non-acceptance of work order (in the form of written memos / letter or ERP system generated work order as stated above) and failure on the part of the contractor to execute the jobs in time (maximum 03 times in either case) at the applicable rates, terms and conditions, no further work shall be allotted to the contractor under this Miscellaneous Maintenance Contract. Further, his / her / their name may be put in debarment list and the period of debarment shall be at the sole discretion of the Company.
- xxvii. The quality of job done by the contractors is to be as per the sound Engineering practice & technical specifications and to the satisfaction of the Engineer-in-charge. In the event of poor quality of job done at site, the contractor shall have to rectify the job with requisite quality at his / her / their own cost and risk.

Date: 07.04.2017

DGM-CONTRACTS (P)
For GM - CONTRACTS
For RESIDENT CHIEF EXECUTIVE

End of Document

PRESCRIBED BID FORMAT FOR MISCELLANEOUS MAINTENANCE CONTRACT

GM -CONTRACTS CONTRACTS DEPARTMENT OIL INDIA LIMITED

Sir.

Subject:	MISCELLANEOUS MAINTENANCE CONTRACT FOR CIVIL ENGINEERING
	WORKS AT OIL INDIA LIMITED, ARUNACHAL PRADESH, 2017.

- 1.0 IFB NO.DCC4308L17 (Maintenance and repair of Graveled / Bituminous roads; bridges and buildings, including construction of new works as and when necessary in Arunachal Pradesh: ----- For class A & C)*
- 2.0 IFB NO.DCC4309L17 (Maintenance and repair of buildings both permanent and semi-permanent; minor repairing of roads; construction of new minor works as and when necessary in Arunachal Pradesh: ---- For class D)**

- 2.0 My / Our bid is for Civil Engineering maintenance contract pertaining to:
- (a) IFB NO.DCC4308L17 (* CLASS A and C only):

Maintenance and repair of Graveled / Bituminous roads; bridges and buildings, including construction of new works as and when necessary in Arunachal Pradesh for a period of 4(Four) years.

(b) IFB NO.DCC4309L17 (** CLASS D only):

Maintenance and repair of buildings both permanent and semi-permanent; minor repairing of roads; construction of new minor works as and when necessary in Arunachal Pradesh for a period of 4(Four) years.

[**Strikeout which is not applicable. Each of the bidders is eligible for any one category of above contract works only.]

- 3.0 My / Our Vendor number :
- 4.0 This bid and your written acceptance of it shall constitute the Contract Agreement.
- 5.0 I / We do hereby confirm that this bid is valid up to ninety (90) days from the Bid opening date.
- 6.0 I / We solemnly agree with the principle of one person one firm adopted by OIL while awarding the contract pertaining to Miscellaneous Maintenance works.

7.0	I / We further undertake that if the award is made to me / us for the execution of the
	above contract, I / we shall strictly comply with all rules and regulations of the
	Company and observe all statutory requirements that are necessary during the
	course of the actual execution.

8.0	I / We confirm to have submitted all the documents, as required, under reference
	paragraph 5.0 of the Tender document.

Signature
Name in Block Letters
Name of the Firm (Proprietarily / Partnership)
Class & OIL Registration No.
Place / Date

Yours faithfully,

To, **GM-Contracts** Contracts Department Oil India Limited, Duliajan Dist: Dibrugarh, Assam Pin: 786602 Sub: Submission of documents against tender no. DCC4308L17 & DCC4309L17 Sir, Enclosed please find herewith the following documents and information for your kind disposal as per NIT. a) 3 (three) copies of passport size coloured photo: • Proprietor: 3 Copy • Authorized representative of Co-operative Society: 3 Copy • All partners : 3 Copy each b) Specimen signature: Proprietor: Authorized representative: All Partners: (i) ______ (ii) _____ (iii) _____ (iv) _____ c) Self-signed photo copy of PAN card vide no.:_____ d) Phone No. / Mobile No.:_____ e) E-mail ID:_____ Bank particulars : Bank account number:_____ Bank Name :_____ Branch address : ________ g) Address of Communication:_____ (Self-signed photo copy of address proof to be enclosed) h) Enclosed Power of Attorney/ resolution of Co-operative Society: Date: Yours faithfully Place: (Signature) Seal: Name:

Name of firm:_____

OIL Registration No.:_____

OIL Vendor Code :_____

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 NoInvoice Date

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract Nofor the period)	А
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)	В
(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.)	
Total amount (Including service Tax) (A + B)	С
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner