OIL INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE) P.O.DULIAJAN-786602, ASSAM E-TENDER NOTICE

WORKS CONTRACT

OIL INDIA LIMITED (OIL) invites Bids under Limited Composite bid System from OIL Registered A-Class firms/ contractors only through its E-Procurement portal "https://etender.srm.oilindia.in/irj/portal" for the following works.

IFB No.	SHORT DESCRIPTION OF SERVICE	OIL Registered Class	COST OF BID DOCUMENT
CDC1678L23	Construction of Dust Free Road on the approach to Loc. BHE (BHJ #7) at Borhapjan Area.	A	NIL

Bid Closing / Opening Date & Time for the above work: 27.10.2022 at 11.00/14.00 Hrs.

Bidder shall require User ID and Password for online submission of Bid.

Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal.

Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

No physical Bid documents will be issued. The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com.

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

This tender document is issued to **OIL Registered A-Class contractors** who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of the tender.

DGM Contracts (Civil)

For GM-Contracts (HOD)

For DESIDENT CHIEF EXECUTIVE

Date: 01.10.2022 For RESIDENT CHIEF EXECUTIVE

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

WORKS CONTRACT

OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from OIL's Registered 'A' Class Civil Contractors only (who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender) for the following mentioned work under LIMITED COMPOSITE BID SYSTEM through its e-Procurement site:

<u>DESCRIPTION OF WORK/ SERVICE</u>: Construction of Dust Free Road on the approach to Loc. BHE (BHJ #7) at Borhapjan Area.

TENDER VALUE: ₹ 96,25,625.59

LOCATION OF WORK: Approach Road to Loc BHE (BHJ #7) at Borhapjan Area

PERIOD OF WORK COMPLETION: 24 Weeks

BID CLOSING/ OPENING DATE & TIME: 27.10.2022 (11:00 HRS/14:00 HRS)

TENDER FEE: Nil

BID SECURITY DEPOSIT: Nil

<u>PERFORMANCE SECURITY DEPOSIT</u>: **3** % **of Total Contract Cost** (shall be kept as retention money from running bill)

- **2.0** This tender document is issued to **OIL Registered 'A' Class Civil Contractors** only in line with Notification for Amendment of Tendering Rules vide Ref. No. OIL/CONT/V/C/753/2019-20 dated 11.09.2019. OIL Registered Civil Contractors other than **'A'** Class are not eligible to participate in this tender.
- OIL Registered 'A' class bidders (if any) having MSE Registration Certificate are requested to upload a scanned copy of their registration certificate along with the technical bid while participating in the tender. This is for Company's information and record only.
- **3.0** 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.
- **4.0** While submitting responses against the tender in e-tender portal, bidders must fill up the **"Total Bid Value"** (under RFx Information > Basic Data > Total Bid Value), taking account of all liabilities including statutory liabilities in their quoted price excluding PF and GST. A screen shot in this regard is shown below. The price quoted under the "Total Bid Value" should be within the range of "At Par" to "+10%" of Company's Internal Estimate. Bids with overall quoted price as indicated in the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) below "at par" and above "10%" of Company's Internal Estimate will be rejected straightway.

Company shall evaluate the inter-se-ranking of the bidders and conduct Draw of Lots amongst the eligible bidders in case of identical bidding, strictly as per the overall quoted price under the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) and awarding of contract shall be done accordingly.

It is the responsibility of the bidder to fill up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) correctly as per the instructions given herein. OIL INDIA LTD accepts no liability of any

COVERING LETTER

nature resulting from any calculation error or omissions while filling up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) by the bidders and no claim whatsoever shall be entertained thereof.

In case of identical bidding, Draw of Lots shall be conducted amongst the bidders who have quoted the lowest price (within the permissible percentage) under the "Total Bid Value" tab, to select 3 (three) numbers of bidders priority-wise. Scrutiny of bids will be carried out for these 3(three) bidders only for further processing of the tender.

For convenience of the bidders and to improve transparency, the overall rate quoted by the bidders (within the range of "At par" to +10% of the internal estimate) against the tender shall be available for online viewing by all such bidders whose price bids shall be opened. Online view of prices as above shall be available to the bidders only upto 7 (seven) days from the date of price bid opening of the tender.

- **5.0** All techno-commercial documents are to be submitted as per tender requirement under **Technical Attachments Tab**" in E-TENDER PORTAL.
- **6.0** To participate in OIL's E-procurement tender, bidders must have a legally Valid Digital Signature of Class 3 **[Organizational Type]** with Organizations Name along with **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name (i.e. Firm's Name)** are not acceptable.
- 6.1 The authenticity of above Digital Signature shall be verified through authorized CA after bid opening. If the **Digital Signature Certificate (DSC)** used for signing is not of "**Class -3**" & Organizational type with Organization's name in the name of bidder (i.e. Firm's Name), the bid will be rejected.
- 6.2 Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.
- 6.3 Bidder is responsible for ensuring the validity of Digital Signature Certificate (DSC) and its proper usage by their employee.
- 6.4 The bid including all uploaded documents shall be **digitally signed** by duly authorized representative of the bidding company. The DSC used must be of the type as mentioned above.
- **7.0** Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/iri/portal.
- 7.1 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- **8.0** The Company reserves the right to reject any or all the bids or accept any bid without assigning any reason.
- 8.1 Bidders must note that in case of any discrepancy or non-compliance to the tender criteria is found in their bids at any stage of tendering prior to the award of contract, such bids shall be rejected straightway. No claims or requests from such bidders shall be entertained thereafter.
- **9.0** (a) Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened. Bidders are requested to take note of the above and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- (b) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within bid validity period will lead to forfeiture of his/her/their Bid Security in full and debarment

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from participation in future tenders, at the sole discretion of the Company and the period of debarment will be decided as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

- (c) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- **10.0** The Bid must be valid for 90 (Ninety) days from the actual date of closing of the tender.
- **11.0** Conditional bids are liable to be rejected at the discretion of the Company.
- **12.0** The work may be split up amongst more than one contractor at the sole discretion of the Company.
- **13.0** 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 thereunder concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract); and all PF related statutory guidelines shall be adhered to by the bidder.

14.0 Before Bidding:

- Bidder(s) are advised to inspect the work site with permission from HOD-Civil or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. The bidder may also seek such clarification from this office as are deemed necessary.
- Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.
- **15.0** The selected bidder will be required to enter into a formal contract within two weeks from the date of issuance of LOI, which will be based on their bid, i.e. OIL's Standard Form of Contract.
- **16.0** OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work stated above or cancel, if required.
- **17.0** The amount of retention money shall be released after 6 (six) months from the date of completion certified by the concerned department.
- **22.0** The work shall have to be started within seven days from the date of work order.
- **23.0** Time Schedule: The time allowed for completing the work will be 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.
- **24.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- **25.0 BACKING OUT BY BIDDER**: In case any bidder withdraws their bid within the bid validity period, the Bid Security will be forfeited and be debarred from further tendering as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.
- **26.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA**: In case LOA issued is not accepted by the L1 bidder and the contract is not signed within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.
- **27.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited

and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

- **28.0 ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- **29.0** Any agency which is put under banning/ suspension/ holiday list as per OIL's Banning Policy dated 6th January, 2017 are debarred from participating in this tender during the currency of the banning/ suspension/ holiday period. Bids of such agencies if received shall be rejected straightway.

30.0 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) CONTACT PERSON
- g) VENDOR CODE
- h) GST Registration Number (If available):

31.0 The tender will be governed by:

- a) Covering Letter
- b) Part I General Conditions of Contract (GCC)
- c) Part II Schedule of Work, Unit and Quantity (SOQ)
- d) Part III Special Conditions of Contract (SCC)
- e) Part IV Schedule of Company's Plants, Materials and Equipment (SCPME)
- f) Part- V- Safety Measures (SM)
- g) Part- VI Integrity Pact (IP)
- h) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC)
- i) Annexures

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

32.0 The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's E-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and should be uploaded under "Technical Attachment" Tab only. Bidders must note that no price details should be uploaded in "Technical Attachment" Tab Page. Bidders must quote their overall price under the "Total Bid Value" within the range of "at par" to "+10%" of Company's Internal Estimate, taking into account all liabilities including statutory liabilities in their quoted price (excluding PF and GST). Bidder must also upload the Undertaking as prescribed in Proforma-I under the "Notes and Attachment" Tab in e-tender portal. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria. In Bid opening, both Technical & Priced Bids will be opened.

Please go through the "GENERAL GUIDELINES TO BIDDERS" and "VENDOR USER MANUAL (Effective 15.09.19)" provided in OIL's e-Portal, in detail before uploading the document.

NB: In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver

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needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

- **33.0 The Integrity Pact is applicable against this tender:** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who sign the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.
- 33.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.
- 33.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

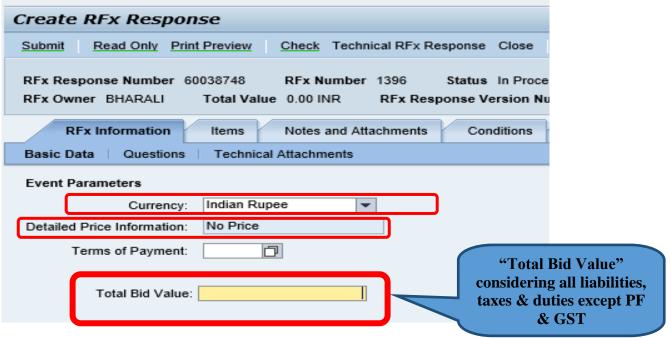
Note: Bidders may contact the Independent External Monitors for any matter relating to the IP at the following addresses:

Shri Sutanu Behuria, IAS (Retd.), e-Mail ID: sutanu2911@gmail.com, Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, e-mail: Ops2020@rediffmail.com and Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC, e-mail ID: tmbhasin@gmail.com have been appointed as Independent External Monitors.

34.0 SCREEN SHOT:

Bidders must fill up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value), taking account of all liabilities including statutory liabilities in their quoted price (excluding PF and GST).

A. Filling of **"Total Bid Value"** with overall quoted price where Detailed Price Information is "No Price": Under "RFx Information"> "Basic Data"> "Total Bid Value"



Note: Total Bid Value" is mandatory in "No Price" RFx only

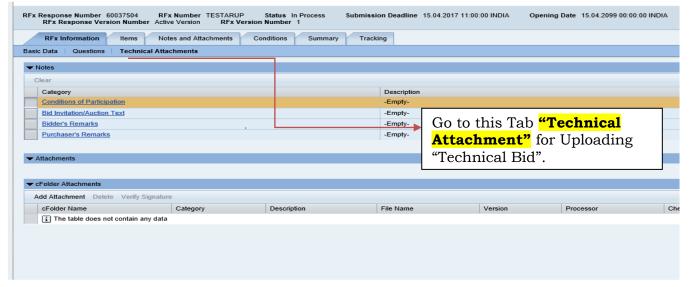
On "EDIT" Mode, bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated below:

Note:

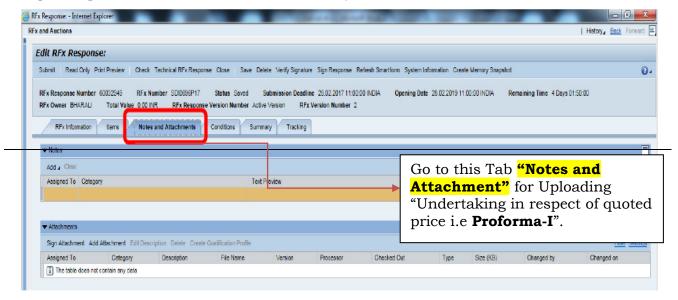
* The "Technical Bid" shall contain all techno-commercial details except the prices.

** The "Priced bid" must contain the price schedule as available in the tender. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

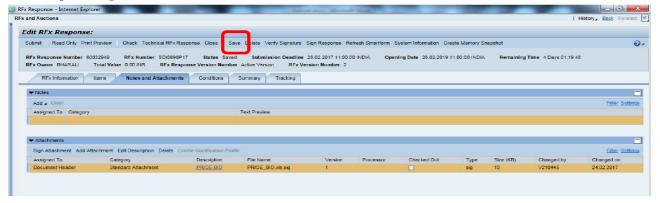
B. Uploading of **TECHNICAL BID:** Technical files to be added under RFX Information >"Technical Attachments"



C. Uploading of UNDERTAKING IN RESPECT OF QUOTED PRICE:

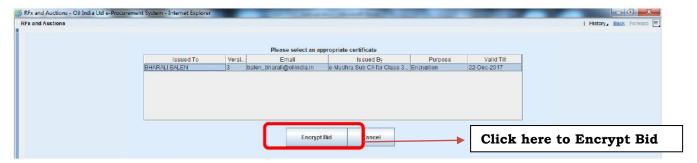


D. After Uploading of Proforma-I Click 'Save'



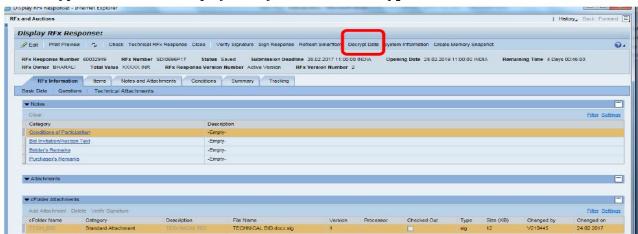
Once Saved ,the Data will be Encrypted & the Encryption Certificate will be in use.

E. Click to select the desired Encryption certificate & Encrypt Bid:

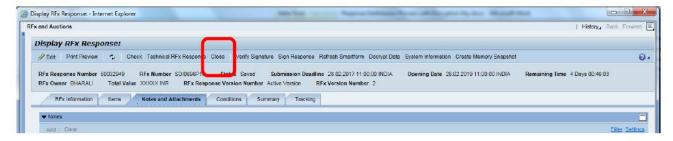


The Encrypted Data will be displayed only when click 'Decrypt data'

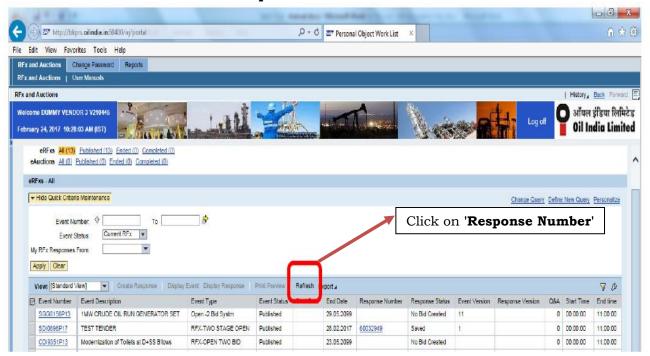
F. The Encrypted Data will be displayed only when click 'Decrypt data'



G. Click on 'Close'

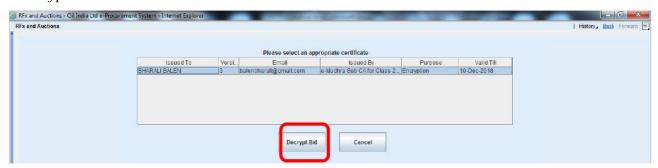


H. Click on 'Refresh'. Then Click on 'Response No.'



Now Uploading part is complete. Bidders are requested to go to the Initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

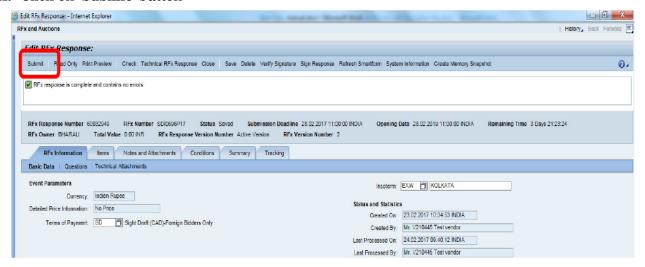
I. On 'Edit' mode Click to select the same Encryption certificate used for De-cryption else data will not Decrypt.



J. After Entering User pin , Click 'Check'. Bidder may submit the response in case there is no error.

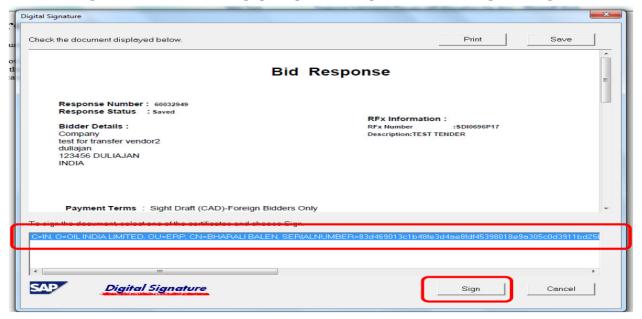


K. Click on 'Submit' button

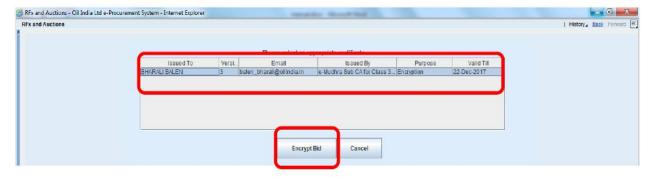


Before submit, Please do check all the documents uploaded and on-line data maintained are correct.

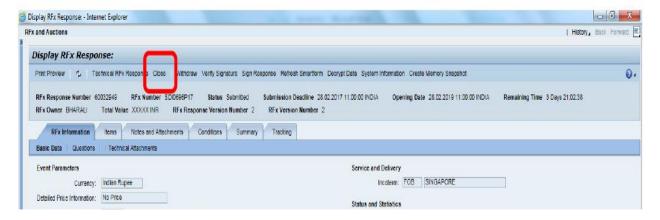
L. After Clicking 'Submit' below pop up will open. Select Digital Signature & Sign.



M. After Signing the response has to be encrypted again. Select the encryption certificate and **Encrypt Bid**.



N. Click 'Close'



O. Click 'Refresh'. The status of Response be on must 'Submitted' O - C Personal Object Work List http://bkprs.oilindia.in:50400/irj/portal View Favorites Tools Help RFx and Auctions Change Password Reports RFx and Auctions | User Manuals REx and Auctions | History Back Forward = 🚺 ऑयल इंडिया लिमिटेड Welcome DUMMY VENDOR 3 V210445 Oil India Limited February 24, 2017 12:28:54 PM (IST) eRFxs All (13) Published (13) Ended (0) Completed (0) eAuctions All (0) Published (0) Ended (0) Completed (0) eRFxs - All ▼ Hide Quick Criteria Maintenance Change Query Define New Query Personalize Event Number: Event Status: Current RFx 🔻 Click 'Refresh' My RFx Responses From: Apply Clear View: [Standard View]

▼ Create Response Display Event Display Response Print Preview Refresh Export 80 E Event Number Event Description Event Type Event Status Start Date End Date Response Number Response Status Event Version Response Version Q&A Start Time End time SGG8156P13 1MW CRUDE OIL RUN GENERATOR SET Open -2 Bid Systm Published 29.05.2099 0 00:00:00 11:00:00 SDI0696P17 TEST TENDER RFX-TWO STAGE OPEN Published 28.02.2017 60032949 Submitted 0 00:00:00 11:00:00 0 00:00:00 11:00:00 CDI9351P13 Modernization of Toilets at D+SS B'lows RFX-OPEN TWO BID 23.05.2099 Modernization of Toilet TD + B'lows RFX-OPEN TWO BID Published 23.05.2099 No Bid Created 0 00:00:00 11:00:00

25 06 2000

This is the end of **Response submission with Encryption key** process.

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35.0 OIL now looks forward for your active participation in the tender.

Construct drilling LOC MSC at Jones area

DGM-CONTRACTS-CIVIL For GM-CONTRACTS (HOD) For RESIDENT CHIEF EXECUTIVE

0 00:00:00 11:00:00

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

(A). BID EVALUATION CRITERIA (BEC):

- 1.0 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. Not-withstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to **BEC** must be submitted along with the Techno-Commercial Bid.
- **2.0 OIL Registered 'A' Class Civil Contractors** who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender are only eligible to participate in this tender.
- 3.0 Bids must be valid for minimum **90 (Ninety) days** from the actual date of Bid closing. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is **90 (Ninety)** days.
- **4.0** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be uploaded by the bidder (along with the Un-priced Techno-Commercial Bid).-Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway.
- 5.0 The bidders must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class 3 [Organization Type] to upload all the documents. If the Digital Signature Certificate (DSC) used for signing is not of "Class -3" & Organizational type with Organization's name in the name of bidder (i.e. Firm's Name), the bid will be rejected.

Note: Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

6.0 While submitting responses against the tender in e-tender portal, bidders must fill up the **"Total Bid Value"** (under RFx Information > Basic Data > Total Bid Value), taking account of all liabilities including statutory liabilities in their quoted price excluding PF and GST. The price quoted under the "Total Bid Value" should be within the range of **"At Par" to "+10%"** of Company's Internal Estimate. Bids with overall quoted price as indicated in the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) below "at par" and above "10%" of Company's Internal Estimate will be rejected straightway.

Company shall evaluate the inter-se-ranking of the bidders and conduct Draw of Lots amongst the eligible bidders in case of identical bidding, strictly as per the overall quoted price under the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) and awarding of contract shall be done accordingly.

It is the responsibility of the bidder to fill up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) correctly as per the instructions given herein. OIL INDIA LTD accepts no liability of any nature resulting from any calculation error or omissions while filling up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) by the bidders and no claim whatsoever shall be entertained thereof.

- **7.0** The bids conforming to the specifications, terms and conditions stipulated in the tender documents and considered to be responsive will be evaluated as per the procedure mentioned below:
 - i. Bid will be opened on schedule date & time as specified in the NIT and all the bids where the bidders have quoted the lowest price (within the permissible percentage as per NIT) under the "Total Bid Value" tab in e-tender portal and who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender will be selected for conducting Draw of Lots (DoL). In DoL, 3 (three) numbers of bidders will be selected first, in the order of B-1 (Bidder-1), B-2 and B-3. Scrutiny of these three bidders as per tender criteria will be carried out. If the bid of bidder B-1 is found to be

acceptable, B-1 will be the successful bidder (Priority-1 bidder) and the contract will be awarded to B-1. If B-1 is not found to be acceptable but B-2 is acceptable, B-2 will be awarded the contract, ---- and so on; i.e. whoever becomes the first acceptable bidder in the order of B-1-B-2-B-3, will be the successful bidder (P-1). In this way, P-1 (Priority-1) and P-2 bidders will be selected. The contract will be awarded to the P-1 bidder only. However, in case the bidder P-1 is not able to carry out the job due to any reason, P-2 may be awarded the job, if the same is approved by Company's competent authority. In case, none of these three bidders are found to be technically acceptable, the Draw of Lots will be again conducted to select 3 more bidders and similar steps will be followed thereon as explained above. The system of conducting further draw of lots will be followed till a qualified bidder is selected.

ii. Bidder should note that deficit documents will not be sought from the bidders. The bids will be evaluated as per the documents received from the bidders at the time of bid opening. Any bid, which is not supported with the requisite documents as per the NIT, will be rejected straightway without seeking any further clarification and deficit document.

Note:

- a) The Company's Internal Estimated Rates, as indicated in Part-II, are inclusive of all overheads, taxes, duties, levies etc. except P.F. & GST.
- b) Bidder must include all impale plant, labour, supervision, materials, erection of display board, sign/caution board, insurance, profit, taxes and duties, together with all general risks, liabilities in their quoted rates excluding PF and GST.

(B). BID REJECTION CRITERIA (BRC):

- 1. The bids are to be submitted in single stage under composite bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. The overall price should be quoted under the "Total Bid Value" tab in the e-tender portal taking into account all liabilities including statutory liabilities in their quoted price (excluding PF and GST). The bidder must upload the Undertaking as prescribed in **Proforma-I** under the "Notes and Attachments" tab.
- 2. Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- 3. Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 4. Bidders must quote their total price under the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) tab within the permissible limit ('at par' to above 10% of Company's Internal Estimate); otherwise the bid will be rejected straightway. If a bidder wants to quote at 'at par' with the Company's Internal Estimate, he must declare the "Total Bid Value" equal to the tender value mentioned in the Covering Letter. If a bidder wants to quote above the Internal Estimate by certain percentage, he must declare the "Total Bid Value" equal to the sum of Internal Estimate and the desired percentage of Internal Estimate. If any bidder has quoted the total price above "at par" with Company's Internal Estimate within the permissible range, the percentage quoted above the internal estimate will be calculated and will be loaded accordingly in the rates of each and every items as specified in the Price Bid. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.
- 5. Bidders 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. Scope of work
 - c. Specifications
 - d. Price schedule
 - e. Delivery / completion schedule
 - f. Period of validity of bid
 - g. Liquidated Damages

- h. Performance bank guarantee / Security deposit
- i. Guarantee of material / work
- j. Arbitration / Resolution of Dispute
- k. Force Majeure
- 1. Applicable Laws
- m. Revised One Time Security Deposit
- n. Integrity Pact

(C). GENERAL:

- i. <u>Submission of Forged Documents:</u> 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) or cancel / terminate the contract and forfeit EMD / SD submitted by the bidder(s), besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website.
- ii. 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.
- iii. 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 on 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.
- iv. If any of the clauses in the BEC/BRC contradicts with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- v. Bidder(s) must note that requisite information/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.
- vi. 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.
- vii. If any of the clauses in the BEC/BRC contradicts with any of the clauses/disclaimer/guideline/user manual/report or any other field displayed in the e-tender portal, the clauses in the BEC/BRC shall prevail.

WORKS CONTRACT

SCHEDULE OF WORK, UNIT AND QUANTITY

Sl. No.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	GROUP A				
	SECTION A				
1	CONSTRUCTION OF 150MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto75mm deep to required level and as per clause 401. (Road roller supplied by contractor).	M2	4750.00	101.33	481317.50
2	REPAIR OF DAMAGED GRAVELLED ROAD SURFACE by dry and wet rolling gravel (25mm to 65mm) and sand shingles spread evenly over damaged surface including rolling out damaged portions etc.as per clause 401. (Road roller supplied by company).	M2	2375.00	110.85	263268.75
3	Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00 m.	М3	100.00	308.73	30873.00
4	Levelling and dressing road sides and verges including dressing the area and cutting earth upto 150mm depth and filling depression and breaking large earth lumps as directed.	M2	6900.00	16.77	115713.00
5	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and compacting, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	МЗ	1500.00	426.69	640035.00
6	Providing and applying primer coat with bitumen emulsion on prepared surface of granular Base including clearing of road surface and spraying primer at the rate of 0.60 kg/sqm using mechanical means including supply of bitumen emulsion by Contractor of approved quality.	M2	4750.00	25.21	119747.50
7	Providing and applying tack coat with bitumen emulsion/bitumen using emulsion pressure distributor at the rate of 0.20 kg per sqm on the prepared bituminous/granular surface cleaned with mechanical broom including supply of bitumen emulsion/bitumen by Contractor of approved quality.	M2	4750.00	12.26	58235.00
8	Printing new letter and figures of any shade (Printing new letter and figures of any shade with synthetic enamel paint black or any other approved colour to give an even shade) English and Roman. (Note PAINT TO BE SUPPLIED BY THE CONTRACTOR. Measurement shall be per letter per cm height)	PLC	459.00	0.84	385.56
9	Retro- reflectorised Traffic signs (Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC 67made of encapsulated lens type reflective sheeting vide clause 801.3,fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 cm x45 cm x 60 cm, 60 cm below ground level as per approved drawing)(Supply of all materials except cement) Quarry materials to be paid separately).60 cm x 45 cm rectangular	EA	3.00	1606.00	4818.00

S1. No.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
10	Painting Lines, Dashes, Arrows etc. on Roads in Two Coats on New Work (Painting lines, dashes, arrows etc. on roads in two coats on new work with ready mixed road marking paint conforming to IS164 on bituminous surface, including cleaning the surface of all dirt, dust and other foreign matter, demarcation at site and traffic control) Paint supplied by contractor of approved quality Over 10 cm in width	M2	232.00	140.00	32480.00
11	Providing and laying Semi dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in- Charge-40 mm compacted thickness with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	M2	4750.00	383.19	1820152.50
12	CONSTRUCTION OF WATER BOUND MACADAM base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec.404) and as directed as applied over new consolidated surface. (Road roller supplied by contractor).	M2	9500.00	118.87	1129265.00
1	Supply of Gravel (65mm graded down to 25mm), hard,	M3	230.00	1943.96	447110.80
	clean and free from foreign materials	M3			
2	Supply of Sand Shingle (containing 60 to 80% sand & 40 to 20%shingle of size 20mm graded down to 5mm), clean and free from clay and rubbish etc.		60.00	1472.40	88344.00
3	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	МЗ	830.00	1611.61	1337636.30
4	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disintegrated pieces, organic and other foreign matters(63mm to 45mm graded)	М3	1050.00	2545.41	2672680.50
5	Supply of Stone crusher dust finer than 3mm with not more than 10%passing 0.075 sieve.	М3	238.00	1611.61	383563.18

Note:

a) Bidder must quote overall price within the range of "At Par" to "+10%" of Company's Internal Estimate.

b) Bidder must include all impale plant, labour, supervision, materials, erection of display board, sign/caution board, insurance, profit, taxes and duties, together with all general risks, liabilities in their quoted rates excluding PF and GST.

WORKS CONTRACT

SPECIAL CONDITIONS OF CONTRACT

DESCRIPTION OF WORK/SERVICES: Construction of Dust Free Road on the approach to Loc. BHE (BHJ #7) at Borhapjan Area.

- 1.0 SITE CLEARANCE: All the dismantled goods to be handed over to the Company in proper condition. Contractor will be responsible for any items missing from site and the same will be recovered from his bill.
- 2.0 Earth work in Excavation The materials obtained from the excavation of shoulder of approach road shall be used for filling up of Road way embankment, the existing pits in the right-of-way as directed by Engineer-In-Charge including leveling and spreading with all lifts and lead up to 1000m and no extra payment shall be made for the same. Unsuitable and surplus materials not intend for use within the lead specified above shall also, if necessary, be transported with all lifts and lead beyond initial 1000 m, disposed of or used as directed by the Engineer-In-Charge. The Contractor shall have full responsibility of the stability of the excavation and safety of the workmen.
- 3.0 WBM Surface:- The sub-grade/sub-base to receive the water bound macadam course shall be prepared to the specified grade and camber and made free of dust and other extraneous material. After preparation of subgrade/sub-base, the coarse aggregate shall be spread uniformly rolling shall be started with three wheeled power roller of 8 to 10 tonne capacity the edge and proceed towards the upper edge longitudinally for portions having unidirectional cross fall and super elevation and shall commence at the edges and progress towards the centre for portions having cross fall on both sides. Rolling shall be discontinued when the aggregate are partially compacted with sufficient void space in them to permit application of binding material. During rolling a light sprinkling of water may be done. Any high spots or depressions, which become apparent, corrected by removing or adding fresh material. Screening materials shall be applied at a slow and uniform rate so as to ensure filling all voids shall be accompanied by dry rolling and brooming with mechanical or hand brooms. The screening rolling and brooming of the screenings shall be carried out in only such lengths of the road which could be completed in one day's operation. After the applications of screenings have been applied, the surface shall be copiously sprinkled with water, swept and rolled. Hand brooms shall be used to sweep the wet screenings into voids and to distribute them evenly. The sprinkling, sweeping and rolling operation shall be continued with additional screenings applied as necessary, until the coarse aggregate has been thoroughly keyed, well bonded and firmly set in its full depth and a grout has been formed of screenings. After the application of screenings, the binding materials shall be applied successively in two or more thin layers at a slow and uniform rate. The surface shall be copiously sprinkled with water, the resulting slurry swept in with hand brooms or mechanical brooms to fill the voids properly and rolled during which water shall be applied to the wheels of the rollers if necessary to wash down the binding materials sticking to them. After final compaction of water bound macadam course, the road shall be allowed to dry overnight. Next morning hungry spots shall be filled with screenings or binding material as directed, lightly sprinkled with water if necessary and rolled. Coarse aggregates of size 63mm to 20mm shall be either crushed boulder or broken stone and shall be hard and durable and free from excess of flat. Binding materials to be used for water bound macadam course shall comprise of a suitable material approved by Engineer-In-Charge having plasticity index value of less than 6. The quantity required of binding materials will be 0.10m3/10m2.
- 4.0 Semi Dense Bituminous Concrete Surface: Providing and laying Semi dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in- Charge:- 40 mm compacted thickness with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.

(a) All materials supply by the contractor must be approved by Engineer In-charge.

5.0 Test Report:

Test certificate for aggregates, Bitumen, steel reinforcement, construction water to be used should be produced by contractor. Test certificate as per relevant BIS code from competent authority to be submitted by the contractor (without claiming any extra cost).

In the item where it is mentioned that cost of Hiring / providing of Road roller services will paid separately, then the item of Hiring of Road roller services will be paid as per item provided. Road roller services will be applicable for the specific item / job only.

Please note that if the Company provided the Road roller services in any case, watch & ward of the Road roller must be born by the contractor without any extra cost also the item of hiring/providing road roller services will not be applicable for payment against any item.

6.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:

- 6.1 Contractor must arrange Hot Mix Plant of required capacity, tippers, laying paver, smooth wheeled, vibratory and tandem rollers and other apparatus/equipments.
- 6.2 Watch and ward, loss or damage to Company's properties, theft and other incidental charges shall be Contractor's responsibility.
- 6.3 Efficient workmen to be engaged by the Contractor.
- 6.4 The signatory of the contract or his authorised representative should report to Engineer-in charge at least twice a week on working days at 7.30 a.m. for day to day instruction.
- 6.5 Materials if rejected should be removed from site within 48 (forty eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the contractor.
- 6.6 The Company reserves the right to get the part or whole work completed through other agency at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.
- 6.7 The Contractor shall obtain labour clearance within Fourteen days of signing the contract.
- 6.8 The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act (latest edition) while executing the work.
- 6.9 No road closure will be allowed during the execution of work and necessary traffic signal/road boards and traffic controlling system to be displayed / deployed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfillment of this condition.
- 6.10 The Contractor will be required to work expeditiously at the site and must visit the site before tendering for clear understanding of job involvement and working environment.
- 6.11 Company's Internal Estimate is excluding of PF & GST component.
- 6.12 Company may withdraw any items of work in part or full for which contractor shall have no objection.
- 6.13 All works to be executed as per relevant specification of MORTH/CPWD.
- 7.0 List of Plants & Tools /equipments if required:
 - (i)Road Roller smooth wheeled 8-10 tonne one No.
 - (ii) Dumper or truck- Two Nos.
 - (iii)Tandem Roller one No.
 - (iv)Vibratory Roller one No.
 - (v) Hydraulic Excavator one No.
 - (vi) Bitumen boiler with spray unit-one No.

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

- 7.1 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all subcontractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be 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 representative of OIL.
- 7.2 The Contractor shall ensure complete safety of the personnel and all the equipment engaged by him. They shall take full responsibility for their safety.
- 7.3 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 7.4 Contractor 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 omission at work. The contractor must cooperate with his/ her employee or other persons as 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.
- 7.5 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/ her men every day for the work, punctually.
- 7.6 Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devises (FPD) shall conform to relevant IS codes. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However 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 use the proper PPE while at work. Contractor employees should be encouraged for proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
- 7.7 All safety gears as per requirement of job are to be provided to the working personnel before commencement of the work.
- 7.8 Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/ them. The SOP should clearly mention the risk arising to men, machineries & material from the operations to be done by the contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
- 7.9 Contractor has to ensure that all work is carried out in accordance with the SOP and for the purpose he may deploy competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- 7.10 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 7.11 Necessary cold and hot work permits, wherever applicable, including excavation clearance and permission for working at height, Confined Space Entry are to be obtained by the competent person of the Contractor from

Installation Manager before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

- 7.12 If the Company (OIL) arranges any safety awareness program/ training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- 7.13 The Contractor or his representative shall arrange tool bod meetings and regular site safety meetings and maintain records.
- 7.14 Contractor should ensure that all his personnel deployed are of sound health and medically fit as per the requirement of the job. The Contractor shall not engage minor labor below eighteen (18) years of age under any circumstances.
- 7.15 OIL will communicate all information to the Contractor or his authorized representative only. Contractor shall submit details of authorized representative wherever applicable.
- 7.16 The Contractor shall have to report all incidents including near miss to the representative of OIL.
- 7.17 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.
- 7.18 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same contractor.
- 7.19 The Contractor should prevent frequent change of his deployed employees as far as practicable. However, of OIL's Engineer In Charge found any person not suitable for the job, the Contractor has to remove the person and replace a suitable person.
- 7.20 Necessary sign-board/ warning signals like "caution", "hot work in progress", "men at work", emergency telephone numbers etc. should be used wherever applicable. The said signals/ sign-boards shall have to be arranged by the contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- 7.21 Barricading of area to be done with reflecting tapes as applicable during work.
- 7.22 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site.
- 7.23 Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas/ hazardous areas unless they have been classified as "intrinsically safe" for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.
- 7.24 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 7.25 In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, appropriate action will be initiated against the Contractor.
- 7.26 Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
- 7.27 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.
- 7.28 Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.

8.0 CONTRACTOR'S RISKS:

All risks of loss of or damage to physical property and of physical injury and death to the personnel, which arise during the course of and in consequence of the performance of the contract, are the responsibility of the contractor.

9.0 INDEMNITY AND INSURANCE:

- 9.1 The contractor shall provide suitable insurance coverage from the date of issuance of work order to the end of defect liability period of the contract for the following events which are due to the contractor's risks, irrespective of whether such loss or damages are caused on account of negligence of the Contractor or their personnel.
 - a. Loss of or damage to the works plants and materials.
 - b. Loss of or damage to the equipment.
 - c. Loss of or damage of property (except the works, plant, materials & equipment) in connection with the contract.
 - d. Physical injury or death of all his manpower deployed by him.
- 9.2 In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim.
- 9.3 The policies and certificates for insurance shall be submitted by the contractor to the engineer in charge before the issuance of Work Order. In case, the Contractor fails to arrange the Insurance or arranges insufficient insurance, for the events, as mentioned above against any or all insurable risks, the Contractor shall be solely liable for loss or damage arising from such events or causes.
- 9.4 Contractor shall at his own expense arrange, secure, maintain and renew insurance for the events mentioned above throughout the contract period including the defect liability period.
- 9.5 Indemnity Agreement:
 - The contractor shall at all times indemnify and keep indemnified the Company and its personnel from and against all third party claims whatsoever, including but not limited to property loss and damage, personal accident, injury or death of or to property or person and any sub-contractor or agents of the contractor or Company.
- 10.0 The contractor shall deposit the PAN and GST registration number (if applicable, as per Statutory GST Regulations) as and when required by the Company. If the above are not available with the contractor, the contractor must apply for the same after signing of the Contract and submit the same within 45 days of signing the contract (or as and when advised by the Company, after 45 days of signing the contract). Moreover, the statutory guidelines of Goods and Service Tax (GST) shall be adhered to by the contractor.
- 11.0 A Hindrance Register shall be maintained in the enclosed Format to record all hindrances encountered during execution of works against the contract. The items of work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.
- 12.0 Company reserves the right to initiate actions against the bidder / contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.
- Defect liability period shall be 6 months beyond the date of completion of works as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be carried out entirely at Contractor's own expenses. If such corrective works are not carried out within a reasonable time, the Company, at its discretion, may have such remedial works carried out by other agencies and charge the cost thereof to the Contractor. This amount shall be deducted from contractor's bill/ Retention money/ Performance security.

WORKS CONTRACT

SCHEDULE OF COMPANY'S PLANTS, MATERIALS AND EQUIPMENT

- A. SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and
- B. SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENT for use in the execution of work.
- 1) **MATERIALS:** Nil (All materials to be supplied by the contractor).
- 2) **PLANTS AND EQUIPMENT:** Nil (All plants and equipment required for execution of the job to be arranged by the Contractor for which no extra payment will be given).

PART-V SAFETY MEASURES

To, GM-CONTRACTS (HOD) OIL INDIA LIMITED DULIAJAN-786602

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Construction of Dust Free Road on the approach to Loc. BHE (BHJ #7) at Borhapjan Area.

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the 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, 2017 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 HSE (Health Safety & Environment) points mentioned in SCC.

(Seal)	Yours Faithfully
Date	M/s
	CONTRACTOR

INTEGRITY PACT

Between

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

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for "Construction of Dust Free Road on the approach to Loc. BHE (BHJ #7) at Borhapjan Area". The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:-
 - I. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - II. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - III. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - I. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- II. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

Contractor 1 Company

- III. The Bidder/Contractor will not commit any offence under the relevant anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- V. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- VI. The Bidder (s)/ Contractor of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- VII. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

- 1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- 4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
- 5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9-Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Contractor 2 Company

Section 4 - Compensation for Damages

- 1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- 3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

- 1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

- 1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
- 2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- 1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- 3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and

Contractor 3 Company

unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/ Top Secret are not to be disclosed.

- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural.
- 9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor/ bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be, signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

Contractor 4 Company

E-TENDER NO. CDC1678L23

Date:

PART-VI INTEGRITY PACT

Witness 2:

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement

Contractor 5 Company

(To be typed on the letter head of the bidder)

To GM-CONTRACTS (HOD) OIL INDIA LIMITED DULIAJAN

Dear Sirs,

Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN RESPECT OF TENDER NO. CDC1678L23

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

- 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,
l. Authorized Signatory BIDDER)
Place:- Date:-

**

ANNEXURE II - FORMAT FOR HINDRANCE REGISTER

Description of Project :							
Contractor's Name :							
Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of hindrance	Date of Removal of hindrance	Period of hindrance	Overlapping Period, if any	Net hindrance days	Remarks
	nctor's Name : Nature of	nctor's Name :	ption of Project :	Potential Contract Schedule Schedule Nature of Hindrance Negative Schedule Items of work that could not be executed Hindrance Schedule Sche	Period of Project :	Position of Project :	Nature of Hindrance Nature of Hindrance Nector's Name Scheduled Completion Date Scheduled Completion Date Date of Removal of this bindrance bindrance bindrance bindrance bindrance bindrance days

Signature of Engineer-in-charge

Signature of HoD

Signature of Contractor's Representative

Annexure- III

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No	Date
Sub: Undertaking of authenticity of informa Ref: Your tender No. Dated	ation/documents submitted
To, GM-CONTRACTS (HOD) Contracts Dept. OIL, Duliajan	
Sir,	
With reference to our quotation against your fraudulent information/documents have been	above-referred tender, we hereby undertake that no submitted by us.
We take full responsibility for the submission above cited bid.	on of authentic information/documents against the
information/documents submitted by us are	he tender/contract agreement, in case any of the found to be false/forged/fraudulent, OIL has right to of our EMD and/or PBG and/or cancel the award of on on us, as deemed fit.
Yours faithfully, For (Name of the firm)
Signature of Authorised Signatory	
Name:	
Designation :	
Phone No.	
Place:	
Date:	
(Affix Seal of the Organization here, if applicab	le)

UNDERTAKING BY BIDDER IN RESPECT OF QUOTED PRICE AGAINST TENDER NO. CDC1678L23

I/We do hereby solemnly affirm and declare as under:

- a) That I/we have gone through all the tender documents (i) Covering Letter (ii) BEC/BRC (iii) GCC (iv) SOQ (v) SCC (vi) SCPME (vii) SM (viii) IP and agree with all the terms and conditions provided there in.
- b) That I/we hereby offer to execute the work described above at the price quoted in the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) inclusive of all liabilities including statutory liabilities except PF & GST in accordance with the Contract Terms & Conditions, which I/ we have fully understood.

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).