

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

OIL INDIA LIMITED (OIL) invites Bids under Limited Composite bid System from **OIL Registered D-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
CDC4743L21	Construction of Two (02) nos. of RCC Security watch tower at ITF-Tengakhat, including supply of all materials except cement.	D	NIL
Bid Closing / Opening Date & Time for the above work : 20-08-2020 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 D-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.			

Date: 23.07.2020

DGM Contracts (Civil)
For CGM-Contracts
For RESIDENT CHIEF EXECUTIVE

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

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 'D' 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:

DESCRIPTION OF WORK/ SERVICE: Construction of Two (02) nos. of RCC Security watch tower at ITF-Tengakhata, including supply of all materials except cement.

TENDER VALUE: ₹ 24,17,641.17

LOCATION OF WORK: ITF-Tengakhata, Dibrugarh, Assam.

CONTRACT PERIOD: 28 Weeks

BID CLOSING/ OPENING DATE & TIME: 20.08.2020 (11:00 HRS/ 14:00 HRS)

TENDER FEE: Nil

BID SECURITY DEPOSIT: Nil

2.0 This tender document is issued to **OIL Registered 'D' 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 'D' Class are not eligible to participate in this tender.

OIL Registered 'D' class bidders (if any) having MSE Registration Certificate are requested to upload a scanned copy of their registration certificate along with the technical bid IN E-TENDER PORTAL while participating in the tender. This is for Company's information and record only.

3.0 Bidders to confirm that in the event of the award of Contract he/she/they will submit Performance Security Deposit @ 2.5% of the total contract price within two weeks of issue of LOI/LOA and this will not earn any interest. Immediately after deposit of Performance security, successful bidder shall have to sign the formal contract Agreement.

4.0 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.

5.0 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 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 7 (seven) numbers of bidders priority-wise. The Technical & Commercial Scrutiny of bids will be carried out for these 7(seven) 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.

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

7.0 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.

8.0 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.

9.0 Bidder is responsible for ensuring the validity of Digital Signature Certificate (DSC) and its proper usage by their employee.

10.0 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.

11.0 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/irj/portal>.

12.0 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.

13.0 The Company reserves the right to reject any or all the bids or accept any bid without assigning any reason.

Note: 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.

14.0 (a) 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 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.

(b) 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.

15.0

- a) The Bid must be valid for 90 (Ninety) days from the actual date of closing of the tender.
- b) In case of extension of Bid closing/ opening Date, Bid validity must be extended suitably by the bidder, as and when advised by OIL.

16.0 Conditional bids are liable to be rejected at the discretion of the Company.

17.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

18.0 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 there-under 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.

19.0 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.

20.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid, i.e. OIL's Standard Form of Contract.

21.0 PERFORMANCE SECURITY DEPOSIT:

21.1 The successful bidder shall furnish a Performance Security Deposit in the form of Irrevocable Letter of Credit/Bank Draft/Banker Cheque/ Cashier's Cheque/ Fixed Deposit Receipt (Account OIL INDIA LIMITED) or Irrevocable Bank Guarantee (PBG in prescribed format of **Annexure-II**) issued by Nationalized/ any Scheduled Bank in India as specified above before signing the formal contract. Alternatively, the successful bidder can submit the Performance Security through NEFT or RTGS favouring "OIL INDIA LIMITED" payable at "DULIAJAN".

21.2 Performance Security amount through NEFT or RTGS mode may be deposited to the following designated OIL's bank account before signing the contract agreement:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

If the performance security is submitted through NEFT or RTGS mode, a copy of the system generated payment acknowledgement receipt with details such as **UTR No., Deposited Amount** super-scribed with **Contract No. & Contractor's name** must be submitted before signing the contract agreement.

21.3 The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

Note:

a) The bidders are requested to advise the Performance Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee in OIL's tender issuing office:

The Performance Bank Guarantee issued by the Bank shall be routed through SFMS platform as per following details:

- i. "MT 760 / MT 760 COV for issuance of Performance Bank Guarantee.
- ii. "MT 760 / MT 767 COV for amendment of Performance Bank Guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

b) If the bidder submits Performance security in the form of the Bank Guarantee, then the same must be issued by any Nationalized/ Scheduled Bank in India on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

c) If the bidder submits Performance security in the form of the Bank Guarantee, the Bank Guarantee should be valid for a minimum period of 09 (nine) months beyond the contract period.

22.0 OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work stated above or cancel, if required.

23.0 The amount of retention money shall be released after 6 (six) months from the date of completion certified by the concerned department.

24.0 The work shall have to be started within seven days from the date of work order.

25.0 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.

26.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

27.0 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.

28.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

29.0 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. **Annexure IV must be duly filled in bidder's letter head and upload the scanned copy of the same along with techno-commercial bid.**

30.0 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.

31.0 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):

32.0 The tender will be governed by :

- a) Covering Letter.
- b) Part – I - General Terms and Conditions for Works Contract. (GCC)
- c) Part - II - Schedule of Work, Unit and Quantity (SOQ)
- d) Part - III - Particular Specification, Special Terms, Conditions & Instructions of Contract (SCC)
- e) Part - IV - SCPME
- f) Part- V- Safety Measures
- g) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC).
- h) 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.

33.0 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

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.

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 UNDERTAKING IN RESPECT OF QUOTED PRICE 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”

RFX Response Number 60037504 RFX Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA
 RFX Response Version Number Active Version RFX Version Number 1

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions **Technical Attachments**

▼ Notes
 Clear
 Category Description
 Conditions of Participation -Empty-
 Bid Invitation/Auction Text -Empty-
 Bidder's Remarks -Empty-
 Purchaser's Remarks -Empty-

▼ Attachments

▼ cFolder Attachments
 Add Attachment Delete Verify Signature
 cFolder Name Category Description File Name Version Processor Chk
 ⓘ The table does not contain any data

Go to this Tab **"Technical Attachment"** for Uploading "Technical Bid".

C. Uploading of UNDERTAKING IN RESPECT OF QUOTED PRICE:

RFX Response - Internet Explorer

RFX and Auctions | History | Back Forward

Edit RFX Response:
 Submit Read Only Print Preview Check Technical RFX Response Close Save Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RFX Response Number 60032949 RFX Number SCID69SP17 Status Saved Submission Deadline 28.02.2017 11:00:00 INDIA Opening Date 28.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:50:00
 RFX Owner BHARALI Total Value 0.00 INR RFX Response Version Number Active Version RFX Version Number 2

RFX Information Items **Notes and Attachments** Conditions Summary Tracking

▼ Notes
 Add Clear
 Assigned To Category Text Preview

▼ Attachments
 Sign Attachment Add Attachment Edit Description Delete Create Qualification Profile
 Assigned To Category Description File Name Version Processor Checked Out Type Size (KB) Changed by Changed on
 ⓘ The table does not contain any data

Go to this Tab **"Notes and Attachment"** for Uploading "Undertaking in respect of quoted price i.e Proforma-I".

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

RFX Response - Internet Explorer

RFX and Auctions | History | Back Forward

Edit RFX Response:
 Submit Read Only Print Preview Check Technical RFX Response Close **Save** Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RFX Response Number 60032949 RFX Number SCID69SP17 Status Saved Submission Deadline 28.02.2017 11:00:00 INDIA Opening Date 28.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:19:48
 RFX Owner BHARALI Total Value 0.00 INR RFX Response Version Number Active Version RFX Version Number 2

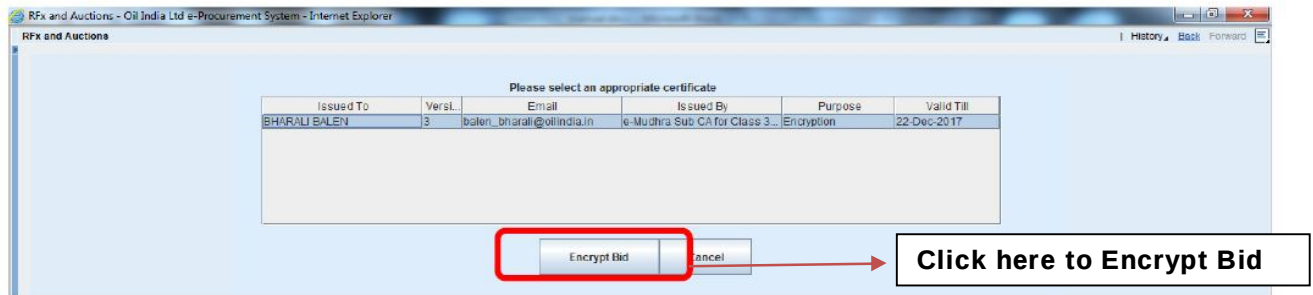
RFX Information Items **Notes and Attachments** Conditions Summary Tracking

▼ Notes
 Add Clear
 Assigned To Category Text Preview Filter Settings

▼ Attachments
 Sign Attachment Add Attachment Edit Description Delete Create Qualification Profile
 Assigned To Category Description File Name Version Processor Checked Out Type Size (KB) Changed by Changed on
 Document Header Standard Attachment PRICE BID PRICE_BID.xls.sig 1 Processor ☐ sig 10 V210445 24.02.2017

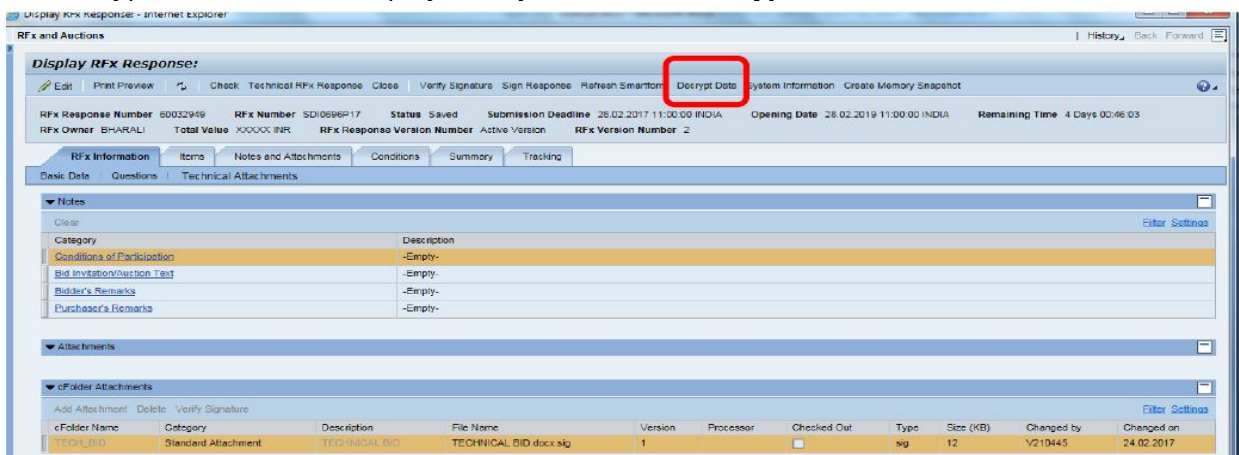
Once Saved ,the Data will be Encrypted & the Encryption Certificate will be in use.

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

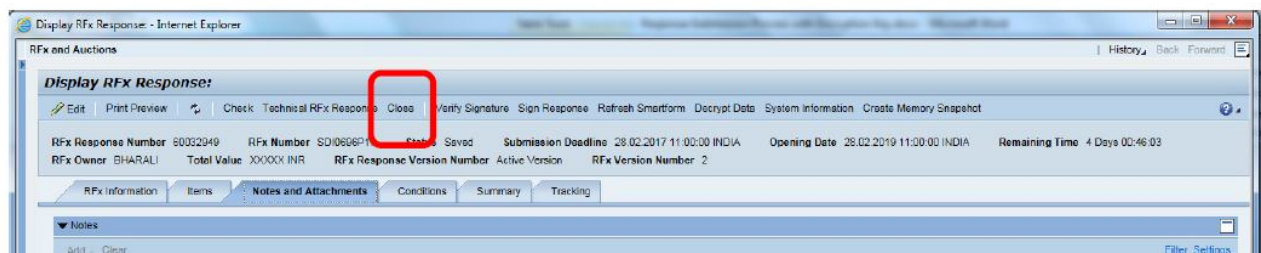


The Encrypted Data will be displayed only when click 'Decrypt data'

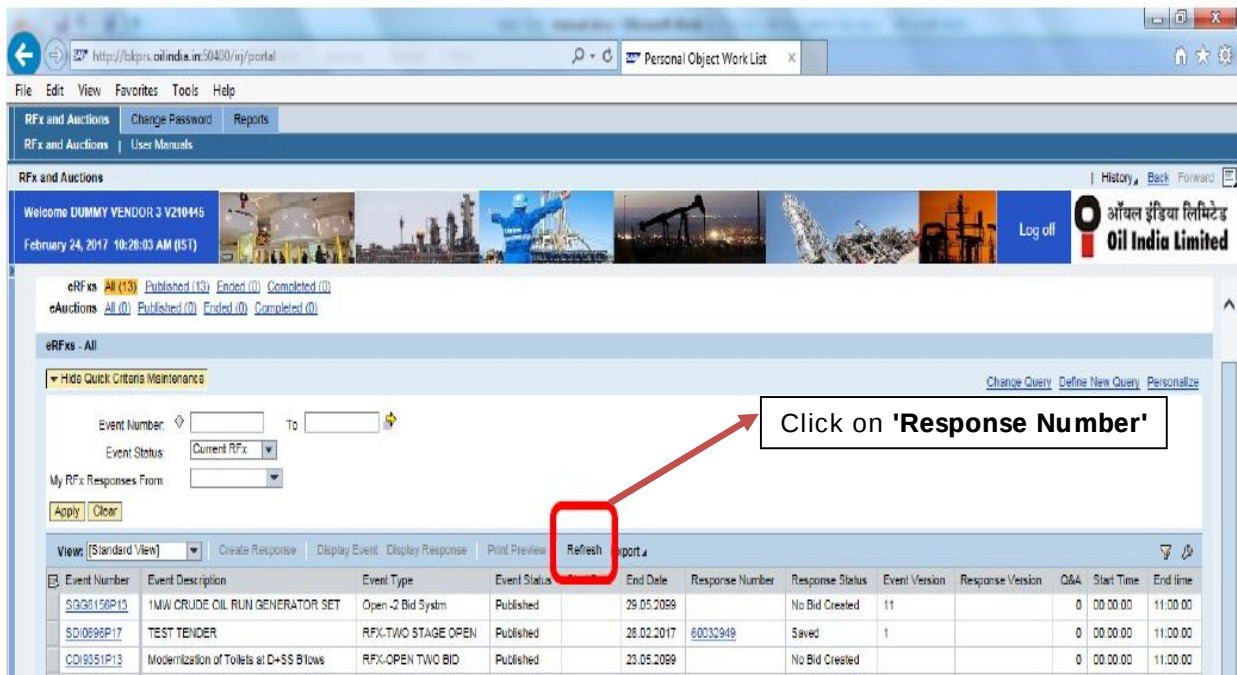
F. The Encrypted Data will be displayed only when click 'Decrypt data'



G. Click on 'Close'

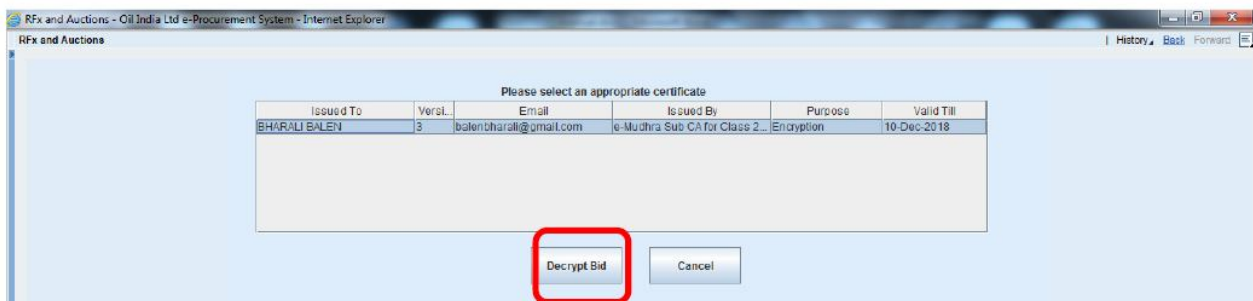


H. Click on 'Refresh'. Then Click on 'Response No.'



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.

Click 'Check'

Edit RFX Response:

Submit Read Only Print Preview **Check** Technical RFX Response Close Save Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

✓ RFX response is complete and contains no errors

RFX Response Number: 60032949 RFX Number: SDI0696P17 Status: Saved Submission Deadline: 28.02.2017 11:00:00 INDIA Opening Date: 28.02.2018 11:00:00 INDIA Remaining Time: 3 Days 21:23:24

RFX Owner: BHARALI Total Value: 0.00 INR RFX Response Version Number: Active Version RFX Version Number: 2

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Event Parameters

Currency: Indian Rupee Incoterm: EXW KOLKATA

Detailed Price Information: No Price

Terms of Payment: SD Sight Draft (CAD)-Foreign Bidders Only

Status and Statistics

Created On: 23.02.2017 10:34:53 INDIA

Created By: Mr. V210445 Test vendor

Last Processed On: 24.02.2017 09:40:12 INDIA

Last Processed By: Mr. V210445 Test vendor

K. Click on '**Submit**' button

Edit RFX Response:

Submit Read Only Print Preview Check Technical RFX Response Close Save Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

✓ RFX response is complete and contains no errors

RFX Response Number: 60032949 RFX Number: SDI0696P17 Status: Saved Submission Deadline: 28.02.2017 11:00:00 INDIA Opening Date: 28.02.2018 11:00:00 INDIA Remaining Time: 3 Days 21:23:24

RFX Owner: BHARALI Total Value: 0.00 INR RFX Response Version Number: Active Version RFX Version Number: 2

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Event Parameters

Currency: Indian Rupee Incoterm: EXW KOLKATA

Detailed Price Information: No Price

Terms of Payment: SD Sight Draft (CAD)-Foreign Bidders Only

Status and Statistics

Created On: 23.02.2017 10:34:53 INDIA

Created By: Mr. V210445 Test vendor

Last Processed On: 24.02.2017 09:40:12 INDIA

Last Processed By: Mr. V210445 Test vendor

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.

Check the document displayed below.

Bid Response

Response Number : 60032949
Response Status : Saved

Bidder Details :
Company
test for transfer vendor2
duliajan
123456 DULIAJAN
INDIA

RFX Information :
RFX Number : SDI0696P17
Description: TEST TENDER

Payment Terms : Sight Draft (CAD)-Foreign Bidders Only

To sign the document select one of the certificates and choose Sign

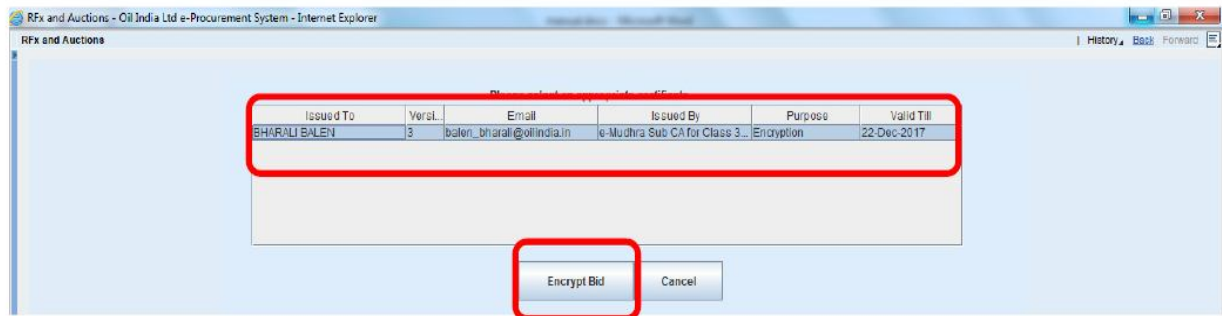
C=IN, O=OIL INDIA LIMITED, OU=ERP, CN=BHARALI BALEN, SERIALNUMBER=83d469013c1b48fe3d4ae8fd45398018e9a305c0d3911bd25

Sign Cancel

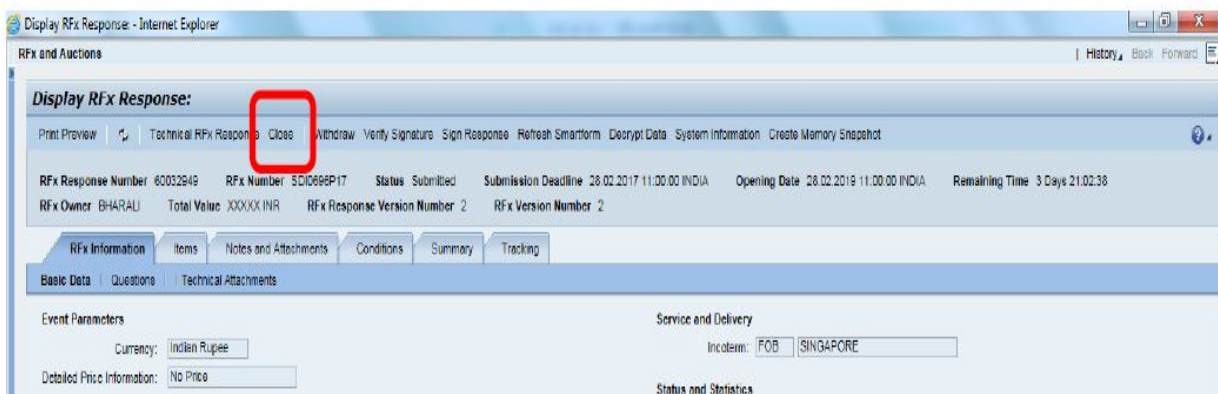
E-TENDER NO.: **CDC4743L21**

COVERING LETTER

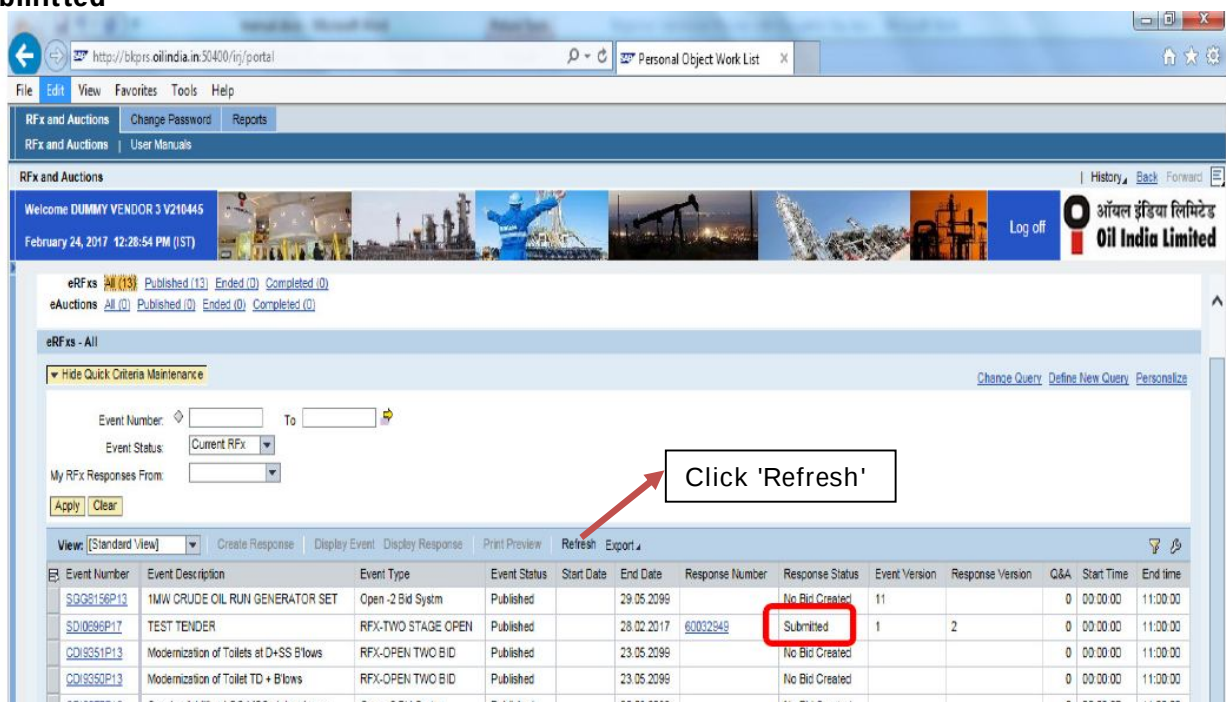
M. After Signing the response has to be encrypted again. Select the encryption certificate and **Encrypt Bid**.



N. Click 'Close'



O. Click on 'Refresh'. The status of Response must be 'Submitted'



E-TENDER NO.: **CDC4743L21**

COVERING LETTER

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

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

CGM-CONTRACTS
For RESIDENT CHIEF EXECUTIVE

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. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to **BEC** must be submitted along with the Techno-Commercial Bid.

2.0 OIL Registered 'D' 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**.

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

4.0 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.

5.0 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.

6.0 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). DoL will be conducted within a short period after Bid Closing Date. In the DoL, 7 (seven) numbers of bidders will be selected first, in the order of B-1 (Bidder-1), B-2 B-3, B-4, B-5, B-6 and B-7. The technical and commercial scrutiny will be carried out for these seven bidders only. If the bid of bidder B-1 is found to be techno-commercially qualified, 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 techno-commercially qualified but B-2 is techno-commercially qualified, B-2 will be awarded the contract, ---- and so on; i.e. whoever becomes the first technically qualified bidder in the order of B-1 → B-2 → B-3 → B-4 → B-5 → B-6 → B-7, 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 seven bidders are found to be technically acceptable, the draw of Lot will be again conducted to select 7 more bidders as B-8 to B-14 and similar steps will be followed thereon as explained above. The system of conducting further draw of lots will be followed till a technically acceptable 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: 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). 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
 - l. Applicable Laws
 - m. Revised One Time Security Deposit

(C). GENERAL:

- i. Submission of Forged Documents: Bidders should note that Company may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) 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.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department
Duliajan, District: Dibrugarh
ASSAM, PIN: 786602
Works Contract

DESCRIPTION OF WORK/SERVICES: Construction of Two (02) nos. of RCC Security watch tower at ITF-Tengakhat, including supply of all materials except cement.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at location _____.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

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

ii) Contractor shall have to produce necessary cash memos towards forest produce used against the contract to HOD (Civil) used against this contract from the authorities prior to processing of final payment. In absence of cash memos, the final bill shall not be processed.

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

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

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

c) Order the Contractor to remove or replace any workman/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel engaged by the Contractor shall be final and binding on the Contractor.

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

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities and items stipulated in Part-II (SOQ). In case of positive variation in quantities of any items from the quantity mentioned in the tender / contract, the contractor will have to carry out the positive varied quantity at the contract rate, or the internally estimated rate, whichever is lower.

However, during the actual execution of the contract, if the contract is to be utilised in a different zone due to Company's operational requirement, where the rates of the contractual items in the OIL's Schedule of Rates (SOR) are different from the contractual rates, then the rates of OIL's SOR, prevailing in the working zone (the zone where the contract is actually utilised) at the time of floating the tender, will be applicable for the contractual items (for the contractual quantities as well as for the additional quantities, if required to be executed).

If any additional items (items not covered in the tender / contract) are required to be executed during actual execution of works, the payment of such items shall be made as per the rates of OIL Schedule of Rates (SOR) prevailing in the working zone (the zone where the contract is utilized) at the time of issuance of advice by Company to execute such additional items.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

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

- I. The Mines Act.
- II. The Minimum Wages Act, 1948.
- III. The Workman's Compensation Act, 1923.
- IV. The Payment of wages Act, 1963.
- V. The Payment of Bonus Act, 1965.
- VI. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- VII. Employees' Pension Scheme, 1995.
- VIII. Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- IX. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- X. Goods and Service Tax (GST) Law,

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

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

8. The Contractor must complete the work within **28 weeks** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s)

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

The HOD-Civil's certificate as to the criticality or otherwise of an item shall be final.

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

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

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

10. The tendered all-inclusive Price (i.e. the Contract price) is ₹ _____ **(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)**
(₹ _____ only) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

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

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

13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

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

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with the Oil Mines Regulations 2017. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time, except PF & GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except PF & GST. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.

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

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

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

20. SPECIAL CONDITIONS:

a) The Contractor shall obtain and submit the Labour Clearance Advice (LCA) / Labour Clearance Certificate (LCC) within 14 days of signing the contract agreement. If the contractor fails to submit the LCA / LCC within 14 days of signing the contract agreement, the period of delay in submission of LCA / LCC shall be deducted from the contractual period while issuing the work order. In such cases, the time period mentioned in Clause No. 8 of GCC (Part-I of this contract) shall not be applicable and the contractor must complete the work within the reduced time period allotted to the contractor as per the work order issued.

However, if submission of LCA / LCC is delayed, under some exceptional circumstances, for any reason not attributable to the contractor, the same should be recorded by the contractor with documentary proof. In such cases, the decision as to whether the reason of delay is attributable to the contractor or not shall be taken by the Head of Civil Engineering Department and the work order will be issued accordingly.

b) The amount of retention money shall be released after 6 (six) months from the actual date completion of the work.

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

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

e) The Contract cost is excluding P.F. & GST. The P.F deposited by the Contractor, will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost. Wage component of the Contract cost is **23.15 %**.

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

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

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

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

k) Efficient workmen to be engaged by the Contractor.

j) The Contractor's representative should report to Engineer-in-charge on all working days at 7.00 A.M. and 3.00 P.M. for instructions.

l) 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.

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

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

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

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

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

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

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

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

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

21. SPECIAL INSTRUCTION

The contractor must quote considering the prevailing minimum Labour wage rate for each day of work.

22. GOODS AND SERVICES TAX (GST) CLAUSES UNDER GCC

22.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

22.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

22.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

22.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

22.5 Where OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.

22.6 Where OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST**.

- 22.7** Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 22.8** Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 22.9** **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 22.10** **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 22.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 22.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 22.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 22.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 22.15** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 22.16** Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

22.17 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable, and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

22.18 Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- i. The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii. The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

22.19 ANTI-PROFITEERING CLAUSE

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

22.20 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

23. ARBITRATION:

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

Place of Arbitration: Duliajan, Dibrugarh, Assam.

24. FORCE MAJEURE:

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

25. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

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

27. SET OFF CLAUSE:

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

28. 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.

29. 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.

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

(Signature of Contractor or his legal Attorney)

(Full name of signatory)

(Seal of Contractor's firm)

(Signature of witness)

(Full name of Signatory)

Address:

(Signature of Acceptor)

Designation: -----

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

WORKS CONTRACT

SI No.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	GROUP A-SECTION A				
1	Excavation work in foundation trenches or drains not exceeding 1.5 m in width or 10 sqm on plan including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. In ordinary rock.	M3	30.000	309.24	9277.20
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil	M3	60.000	134.32	8059.20
3	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	M3	30.000	144.82	4344.60
4	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m. All kinds of soil	M2	100.000	15.90	1590.00
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level 136 (1 Cement 3 coarse sand 6 graded stone aggregate 20 mm nominal size).	M3	20.000	4597.20	91944.00
6	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level 11.53 (1 cement 1.5 coarse sand 3 graded stone aggregate 20 mm nominal size).	M3	22.000	4607.40	101362.80
7	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement 11.53 (1 cement 1.5 coarse sand 3 graded stone aggregate 20 mm nominal size).	M3	50.000	5695.10	284755.00

8	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	5913.340	70.39	416240.00
9	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in Cement mortar 14 (1 cement 4 coarse sand).	M3	10.000	7590.38	75903.80
10	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 14 (1 cement 4 coarse sand).	M3	80.000	8567.90	685432.00
11	Providing & Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 13) and carrying all materials from a distance of upto 30.00m including supply of all materials.	M2	40.000	591.32	23652.80
12	Centering and shuttering including strutting, propping etc. and removal of form work for Foundations, footings, bases for columns.	M2	400.000	221.56	88624.00
13	Centering and shuttering including strutting, propping etc. and removal of form for Columns, Pillars, Piers, Abutments, Posts and Struts.	M2	130.000	554.60	72098.00
14	6 mm cement plaster of mix 13 (1 cement 3 fine sand).	M2	397.240	141.48	56201.52
15	15 mm cement plaster on the rough side of single or half brick wall of mix 14 (1 cement 4 fine sand).	M2	88.000	185.64	16336.32
16	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required in gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	KG	3400.000	106.68	362712.00
17	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two or more coats on new work.	M2	80.000	97.85	7828.00
18	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length. Kiln seasoned and chemically treated hollock wood.	M3	0.210	58105.56	12202.17

19	Providing and fixing ISI marked flush door shutters conforming to IS 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters 30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws.	M2	3.780	2304.45	8710.82
20	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with 4.0 mm thick glass panes.	M2	9.560	698.90	6681.48
21	Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete 300x16 mm.	EA	4.000	156.64	626.56
22	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete 250x10 mm.	EA	8.000	63.37	506.96
23	Providing and fixing ISI marked oxidised M.S. door latches conforming to IS 5930 with screws etc. complete 300x20x6 mm	EA	20.000	69.79	1395.80
24	Providing and fixing ISI marked oxidised M.S. handles conforming to IS 4992 with necessary screws etc. complete 125 mm.	EA	20.000	29.67	593.40
25	Providing and fixing IS 12817 marked stainless steel butt hinges with stainless steel screws etc. complete 125x64x1.90 mm.	EA	6.000	70.54	423.24
26	Providing and fixing PTMT door catcher of length 72 mm and dia. of 42mm with suitable washers weighing not less than 33 gms.	EA	4.000	31.77	127.08
27	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL antitermite treatment (excluding the cost of chemical emulsion) Treatment of soil under existing floors using chemical emulsion @ one litre per hole, 300 mm apart including drilling 12 mm diameter holes and pugging with cement mortar 1:2 (1 cement 2 Coarse sand) to match the existing floor With Chlorpyrifos/Lindane E.C. 20% with 1% concentration.	M2	72.000	155.93	11226.96
28	Finishing walls with water proofing cement paint of required shade New work (Two or more coats applied @ 3.84 kg/10 sqm).	M2	224.000	74.91	16779.84
29	White washing with lime to give an even shade New work (three or more coats).	M2	224.000	20.27	4540.48

30	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.)	M3	50.000	409.17	20458.50
31	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	M3	10.000	1460.20	14602.00
GROUP A – SECTION C					
1	Carriage of material by mechanical transport including loading unloading and stacking Cement, stone blocks, G.I., C.I., A.C. & C.C.pipes below 100 mm dia and other heavy materials Beyond 4KM and Upto5KM	TON	43.000	123.08	5292.44
2	Extra on Carriage of material by mechanical transport including loading unloading and stacking Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials on every additional KM Beyond 5KM and Upto 10KM	TPM	215.000	9.75	2096.25
3	Extra on Carriage of material by mechanical transport including loading unloading and stacking Cement, stone blocks, G.I., C.I., A.C. & C.C.pipes below 100 mm dia and other heavy materials on every additional KM Beyond 10KM and Upto 20KM	TPM	430.000	8.19	3521.70
4	Extra on Carriage of material by mechanical transport including loading unloading and stacking Cement, stone blocks, G.I., C.I., A.C. & C.C.pipes below 100 mm dia and other heavy materials on every additional KM Beyond 20KM	TPM	215.000	6.95	1494.25

- **Bidder must include all liabilities including statutory liabilities in their quoted rates (excluding PF and GST).**

Note:

1. The Company's Internal Estimated Rates, as indicated in Part-II, are inclusive of all overheads, taxes, duties, levies etc. except P.F. & GST.

**OIL INDIA LIMITED
(A Govt. of India Enterprise)
DULIAJAN (ASSAM)
WORKS CONTRACT**

PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

DESCRIPTION OF WORK/SERVICES: Construction of Two (02) nos. of RCC Security watch tower at ITF-Tengakhata, including supply of all materials except cement.

I. SCOPE OF WORK :

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

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

A. Providing and laying 1:3:6 (1 cement: 3 coarse sand: 6 graded stone agg; 20 mm nominal size) Cement concrete in foundation bed.

B. Providing and laying RCC 1:1.5:3(1 cement:1.5 coarse sand: 3 graded stone aggregate 20mm nominal size) proportion mix excluding the cost of shuttering, centering and reinforcement.

C. Providing cutting bending and placing steel reinforcement as per instruction during the course of execution.

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

3.0 EXCAVATION OF FOUNDATION :

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

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

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

(a)Cement concrete work in 1:3:6 shall be done with broken stone of 20 mm nominal size .

(b)All reinforcement cement concrete work to be in prop 1:1.5:3 as specified with broken stone of 20 mm nominal size). The mixing shall be done thoroughly to receive uniform mass, colour and consistency. Mixing shall be done by using appropriate capacity mixture machine as specified.

The concrete shall be thoroughly compacted around the reinforcement by punning, prodding and using vibrator during the operation of placing.

5.0 REINFORCEMENT:

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

(b) All reinforcement shall be placed in position and bent as per the drawings or instruction. Bars shall be fixed with 22G binding wire. Pre-cast block covers (1:2) cement mortar 40mm square and of necessary thickness shall be used to keep the reinforcement bars in proper position.

6.0 PLASTERING: 15mm cement plaster in 1:4/6mm cement plaster in 1:3 prop. on rough side of single or half brick wall. Surface to be plastered shall be scrubbed clean with wire brush to remove efflorescence etc. and shall be kept wet for minimum 6 hrs. before application of plaster. After completion of the work curing shall be done for a minimum of 7 days.

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

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

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

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

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

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

II. SPECIAL INSTRUCTION TO THE CONTRACTOR:

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

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

- iii. Efficient workmen is to be engaged by the Contractor.
- iv. The Contractor's representative should report to Engineer-in charge on all working day's at 7.30 AM for day to day instruction.
- v. 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.
- vi. 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.
- vii. The Contractor shall obtain Labour Clearance & submit the same as per clause mentioned in GCC of this contract.
- viii. Water that may accumulate on the site during progress of the works or in trenches and excavation from site to entire the satisfaction of the Engineer-in-charge and at the Contractor's expense.
- ix. If needed water and electricity will have to be arranged by the Contractor at his own cost.
- x. The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act. (Latest edition) while executing the work.
- xi. The Contractor will be required to work expeditiously at the site and must visit the site for necessary instruction from the Engineer- In-charge.
- xii. Welding and cutting sets with fuel & operator, welder, fitter etc including supply of all necessary accessories shall be arranged by the Contractor at his cost at site for fabrication and erection work.
- xiii. Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-charge.
- xiv. The Contractor will be required to submit the test report of steel / reinforcement from approved govt. agency before it's use in construction including furnishing the cube test report of RCC. The total expenditure of the tests will be borne by the contractor.
- xv. Quantity of cement used will be calculated as per consumption rate as per CPWD standard.
- xvi. Contractor shall have to arrange necessary entry pass, ID card etc. as per requirement of CISF Unit for collecting Coy's materials /security reason. The Rules of "Restricted Area" must be observed.
- xvii. Signatory of the contract agreement must attend at site of work at least once in a week along with the Engineer-in-charge for necessary instruction / advice.

III. GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

- 1) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating, ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub-sub-contractors.
- 2) Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment (PPE) as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness will have to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply

to the Company for providing the same. Company will provide the safety items, if available. But in turn, Company will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

- 3) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the Contractor and how it is to be managed.
- 4) The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
- 5) The Contractor shall keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6) The Contractor has to ensure that all works are carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.
- 7) All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in Company's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/ Engineer-in-charge /Official /Supervisor /Junior Engineer-in-charge for safe operation.
- 9) 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.
- 10) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 11) The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of Company.
- 12) The Contractor has to keep a register of the persons employed by him. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 13) If the Company arranges any safety class / training for the working personnel at site (Company employee, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 14) The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres as per Company's requirement & proof of such test(s) is to be submitted to Company. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 15) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 16) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.

- 17) A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 18) A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 19) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 20) In case Contractor is found non-compliant of HSE laws as required, Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per prevailing relevant Acts/Rules/Regulations.
- 21) 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 by the Contractor, Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 22) The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 23) 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.

IV. 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.

V. The contractor must provide the following minimum numbers of equipment in operational condition capable of providing uninterrupted services under the contract as and when required.

- | | |
|----------------------------|-----------------|
| • Dumper/Truck | - 02 (two) Nos. |
| • Excavator | - 01 (one) No. |
| • Concrete Mixture machine | -01(one) No. |
| • Concrete Vibrator needle | -01(One) No. |

VI. 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.

VII. 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.

VIII. 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.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan
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:** All materials to be supplied by contractor except cement.

2) **PLANTS AND EQUIPMENT:** Nil

NOTE:

1. All empty cement bags must be returned to Materials Godown Duliajan , failing which a sum of Rs.8/- (Rupees Eight only) per bag will be recovered from the Contractor's bill.
2. The Contractor is to arrange transport of the above materials to site of work and for safety thereof for which no extra payment will be made.
3. If the materials listed above are not available suitable substitute will be provided by the Company and Contractor shall incorporate the same in the works without extra cost.
4. Plants and equipment if issued to Contractor must be under proper watch so that no part is pilfered. 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/their custody.
5. Materials issued to Contractor must be under proper watch & ward so that no part is pilfered. If any pilferation takes place the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the materials issued.
6. Cement issued to Contractor by the Company is meant only for the specific Company work relating to the Contract. However, if any quantity of Cement is left over from the quantities issued for any reason whatsoever, on the completion / cancellation / termination of the Contract the same shall have to be returned to the Company in full within one week of completion/cancellation of the work failing which the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the Cement.
7. All other materials issued to the Contractor by the Company if subsequently found to be in excess of the actual requirement will have to be returned by the Contractor within two weeks of completion of the work failing which the cost of all such materials will be recovered from the Contractor at double the value of materials without any reference to him.

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Construction of Two(02) nos. of RCC Security watch tower at ITF-Tengakhat, including supply of all materials except cement.

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)

Date_____

Yours Faithfully

M/s _____
CONTRACTOR

UNDERTAKING BY BIDDER IN RESPECT OF QUOTED PRICE AGAINST TENDER

Description of Work: Construction of Two(02) nos. of RCC Security watch tower at ITF-Tengakhat, including supply of all materials except cement.

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 (iv) SCC (v) SCPME (vi) SM and agree with all the terms and conditions provided there in.
- b) I/We have submitted the "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.
- c) 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).

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

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

Dear Sirs,

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

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

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

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

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

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

Yours faithfully,

**1. Authorized Signatory _____
(BIDDER)**

Place:-

Date:-

FORM OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOI)

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute -----
- (Brief Description of the Work) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
- i) "MT 760/MT 760 COV" for issuance of bank guarantee.
 - ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBECAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c) Further correspondence against BG towards Performance Security must contain the Contract Number.

ANNEXURE III - FORMAT FOR HINDRANCE REGISTER

Description of Project :

Contract No. & Date :

Contractor's Name :

Scheduled Completion Date :

Sl. No.	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
Signature of Contractor's Representative			Signature of Engineer-in-charge			Signature of HoD		

Annexure- IV

**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 information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
CGM - Contracts
Contracts Deptt,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action 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 applicable)
