#### 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 C-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
CDC4991L21	Improvement of site for setting up drilling satellite camp at Anandabag area by earth filling, construction of gravelled road and parking area development, construction of boundary wall using PRE PAINTED GALVALUME/GALVANISED SHEET with concertina coil (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, precoated galvanised sheet etc. has to be provided by contractor), construction of footpath with lean to roof (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, PRE PAINTED GALVALUME/GALVANISED SHEET ROOFING etc. has to be provided by contractor), construction of kitchen cum dinning, toilet etc. including supply of all materials except cement and CGI sheets for kitchen cum dinning, toilet.	С	NIL

Bid Closing / Opening Date & Time for the above work: 01-10-2020 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 <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>.

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 <a href="www.oil-india.com">www.oil-india.com</a>. The link to OIL's E-Procurement portal has also been provided through OIL's web site <a href="www.oil-india.com">www.oil-india.com</a>.

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

DGM Contracts (Civil)

<u>For CGM-Contracts</u>

For RESIDENT CHIEF EXECUTIVE

Date: 02.09.2020

### **COVERING LETTER**

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 'C' 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:

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DESCRIPTION OF WORK/ SERVICE: Improvement of site for setting up drilling satellite camp at Anandabag area by earth filling, construction of gravelled road and parking area development, construction of boundary wall using PRE PAINTED GALVALUME/GALVANISED SHEET with concertina coil (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, precoated galvanised sheet etc. has to be provided by contractor), construction of footpath with lean to roof (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, PRE PAINTED GALVALUME/GALVANISED SHEET ROOFING etc. has to be provided by contractor), construction of kitchen cum dinning, toilet etc. including supply of all materials except cement and CGI sheets for kitchen cum dinning, toilet.

TENDER VALUE: ₹ 54,62,460.14

LOCATION OF WORK: Anandbag area, Makum-Digboi road, Tinsukia, Assam.

CONTRACT PERIOD: 15 Weeks

BID CLOSING/ OPENING DATE & TIME: 01.10.2020 (11:00 HRS/14:00 HRS)

TENDER FEE: Nil

BID SECURITY DEPOSIT: Nil

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

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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 <u>Technical & Commercial Scrutiny</u> 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) Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But

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no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

- (b) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within bid validity period will lead to forfeiture of his/her/their Bid Security in full and debarment 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 6<sup>th</sup> Jan 2017 available at OIL's website.
- (c) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

#### 15.0

- a) The Bid must be valid for 90 (Ninety) days from the actual date of closing of the tender.
- b) The bidders must upload the Integrity Pact, digitally signed by the authorized signatory (who is authorized to sign the bid) along with the Technical Bid.
- **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 thereunder concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract); and all PF related statutory guidelines shall be adhered to by the bidder.

## 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 IND						
b	Branch Name	Duliajan				

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С	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	10494832599
е	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 – HDFCINBBCAL; 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.

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- **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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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) Part- VI Integrity Pact
- h) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC).
- i) Annexures

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

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

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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.

<u>NB</u>: 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** The Integrity Pact is applicable against this tender: OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who sign the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

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

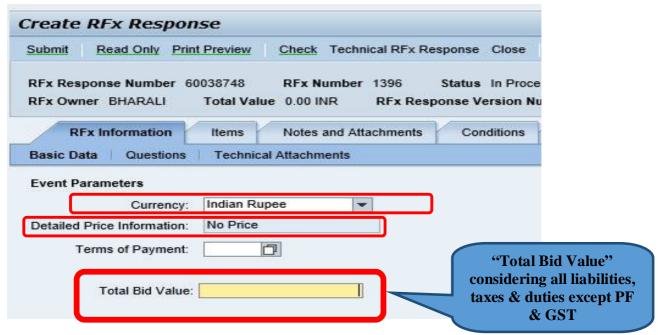
Shri Sutanu Behuria, IAS (Retd.), e-Mail ID: <a href="mailto:sutanu2911@gmail.com">sutanu2911@gmail.com</a>, Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh , E-mail: <a href="mailto:Ops2020@rediffmail.com">Ops2020@rediffmail.com</a> and Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture, e-mail ID: <a href="mailto:rudhra.gangadharan@gmail.com">rudhra.gangadharan@gmail.com</a> have been appointed as Independent External Monitors.

#### 35.0 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"

### **COVERING LETTER**

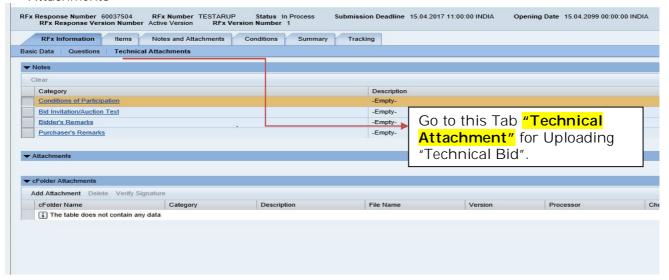


Note: Total Bid Value" is mandatory in "No Price" RFx only

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

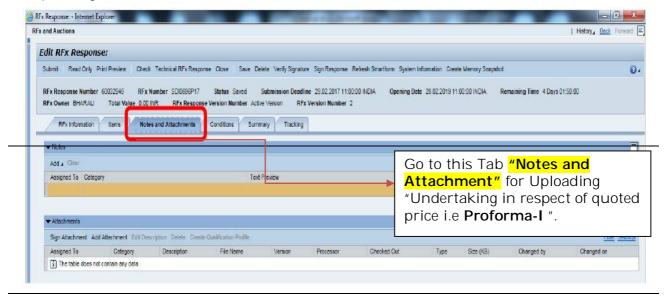
#### Note:

- \* 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"

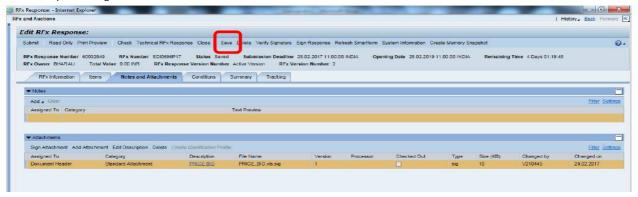


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C. Uploading of UNDERTAKING IN RESPECT OF QUOTED PRICE:

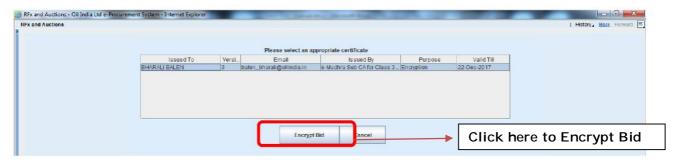


D. After Uploading of Proforma-I Click 'Save'



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

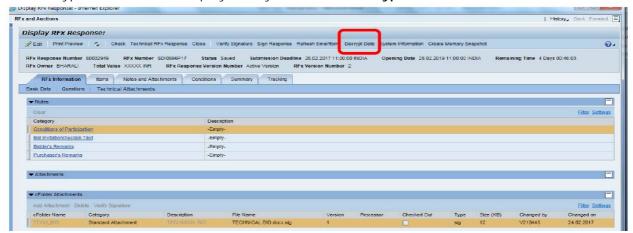
E. Click to select the desired Encryption certificate & Encrypt Bid:



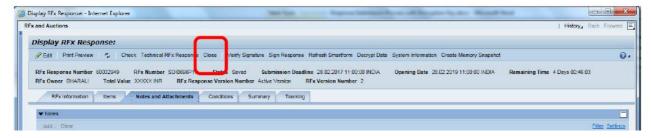
The Encrypted Data will be displayed only when click 'Decrypt data'

### **COVERING LETTER**

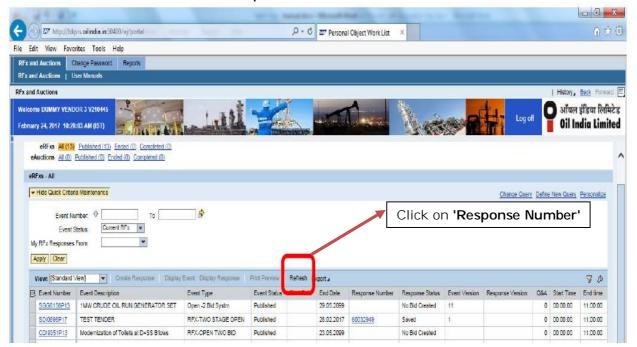
F. The Encrypted Data will be displayed only when click 'Decrypt data'



G. Click on 'Close'



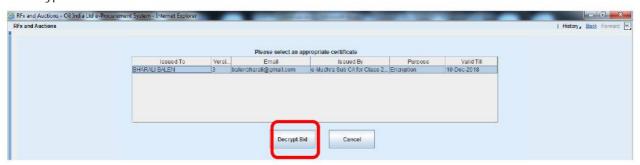
H. Click on 'Refresh'. Then Click on 'Response No.'



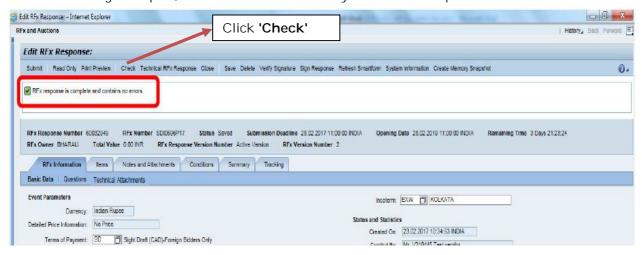
Now Uploading part is complete. Bidders are requested to go to the Initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

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



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



K. Click on 'Submit' button



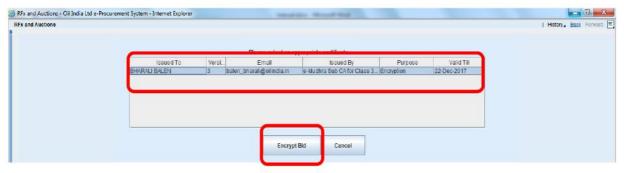
Before submit, Please do check all the documents uploaded and on-line data maintained are correct.

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



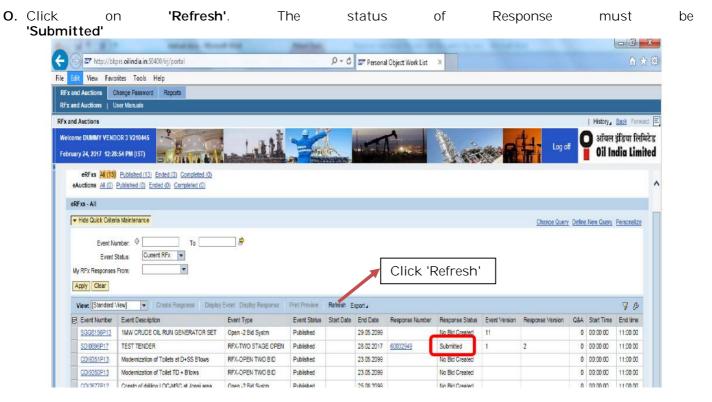
M. After Signing the response has to be encrypted again. Select the encryption certificate and Encrypt Bid.



N. Click 'Close'



## **COVERING LETTER**



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

**36.0** 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. Not-withstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to <u>BEC</u> must be submitted along with the Techno-Commercial Bid.
- **2.0 OIL Registered 'C' Class Civil Contractors** who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender are only eligible to participate in this tender.
- 3.0 Bids must be valid for minimum **90 (Ninety) days** from the actual date of Bid closing. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is **90 (Ninety)** days.
- **4.0** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be uploaded by the bidder (along with the Un-priced Techno-Commercial Bid).-Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway.
- 5.0 The bidders must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class 3 [Organization Type] to upload all the documents. If the Digital Signature Certificate (DSC) used for signing is not of "Class -3" & Organizational type with Organization's name in the name of bidder (i.e. Firm's Name), the bid will be rejected.
- 6.0 While submitting responses against the tender in e-tender portal, bidders must fill up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value), taking account of all liabilities including statutory liabilities in their quoted price (excluding PF and GST). The price quoted under the "Total Bid Value" should be within the range of "At Par" to "+10%" of Company's Internal Estimate. Bids with overall quoted price as indicated in the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) below "at par" and above "10%" of Company's Internal Estimate will be rejected straightway.

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

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

- **7.0** The bids conforming to the specifications, terms and conditions stipulated in the tender documents and considered to be responsive will be evaluated as per the procedure mentioned below:
  - i. Bid will be opened on schedule date & time as specified in the NIT and all the bids where the bidders have quoted the lowest price (within the permissible percentage as per NIT) under the "Total Bid Value" tab in e-tender portal and who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender will be selected for conducting Draw of Lots (DoL). 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  $\rightarrow$ B-2 $\rightarrow$ B-3 $\rightarrow$  B-4 $\rightarrow$  B-5 $\rightarrow$  B-6 $\rightarrow$  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
  - I. Applicable Laws

BEC/BRC

- m. Revised One Time Security Deposit
- n. Integrity Pact

#### (C). GENERAL:

- i. <u>Submission of Forged Documents:</u> Bidders should note that Company may verify authenticity of all the documents / certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract and forfeit EMD / SD submitted by the bidder(s), besides taking action as per OIL's Banning Policy dated 6<sup>th</sup> 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

<u>DESCRIPTION OF WORK/SERVICES</u>: Improvement of site for setting up drilling satellite camp at Anandabag area by earth filling, construction of gravelled road and parking area development, construction of boundary wall using PRE PAINTED GALVALUME/GALVANISED SHEET with concertina coil (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, precoated galvanised sheet etc. has to be provided by contractor), construction of footpath with lean to roof (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, PRE PAINTED GALVALUME/GALVANISED SHEET ROOFING etc. has to be provided by contractor), construction of kitchen cum dinning, toilet etc. including supply of all materials except cement and CGI sheets for kitchen cum dinning, toilet.

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

INDIA LIMITED a Office at Duliajan and Shri/Smti as partners /propr	Company incorporing the District of Dilector under the firm	ated under the prugarh, Assamand Shri/Sm name and style	e Companies n (hereinaften nti e of M/s	Act 1956 and h	between OIL naving its Registered ny) of the one part carrying on business with the main Office ( hereinafter called
'Contractor') on the		TICE OF		aloresalu	( Hereinarter carrec
forms Part-II of the India Limited and Specifications & in	s Contract in accord General Specifica Structions which fo	dance with the ations read in orms Part-III of	1968 Generacion of the contract	al Conditions with any drawi utilizing any m	nedule of work which of Contract of Oil ngs and Particular naterials/services as tract at location
to them in the 19	•	ons of Contract	of Oil India	Limited which	respectively assigned the Contractor has

- 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.

Contractor 1 Company

- 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 contactor'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.
      - 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.

Contractor 2 Company

- 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 15 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 tend	dered all	-inclusive	e Price (i.e. the Co	ntract price	) is ₹	(Not i	to be filled	up by
bidder	while s	ubmitt	ing the d	ffer in c-Folder.	This figure	e will be	filled up by O	IL at the ti	me of
award	'	of	the	contract	to	the	successfu	ıl bi	dder.)
(₹							only) but the	Company	shall
		,		al work done at th	e all inclusi	ve rates	set down in the	Schedule of	work
part II (	of this Co	ontract.							

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 Thekaders 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.

Contractor 3 Company

- **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 contactor 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 **19.77** %.
- 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.

Contractor 4 Company

- i) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- j) Efficient workmen to be engaged by the Contractor.
- k) 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.
- I) 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-incharge 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

Contractor 5 Company

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.

Contractor 6 Company

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
- 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;
- 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);
- I) 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 The original copy being marked as ORIGINAL FOR RECIPIENT;
  - The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - 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.

Contractor 7 Company

#### 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 6<sup>th</sup> 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)

Contractor 8 Company

(Full name of Signatory)

E-TENDER NO.	CDC4991L21
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Part-I GCC

Address:
(Signature of Acceptor)
Designation:

# OIL INDIA LIMITED (A Govt. of India Enterprise) <u>Duliajan, Assam</u>

# WORKS CONTRACT

SI No.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	GROUP A-SECTION A				
1	Jungle cutting and clearing including removal of cut materials upto 100mfrom site and disposing as directed (all jungle to be cut at ground level). For light jungle including plants and trees upto 300mm girth.	M2	21600.000	2.00	43200.00
2	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	6978.500	15.90	110958.15
3	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.)	М3	2167.500	409.17	886875.98
4	Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00m.	МЗ	361.250	292.70	105737.88
5	CONSTRUCTION OF 150MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto75mm deep to required level and as per clause 401. (Road roller supplied by contractor).	M2	2037.143	97.50	198621.44
6	CONSTRUCTIONS OF 150 MM THICK (CONSOLIDATED) GRAVELLED ROAD including providing well compacted side berms with earth on either sides, one metre wide and 50mm thick above final level of graveled road, dressing sub-grade (including cutting of earth up to 75mm deep) to required level, spreading gravel in two layers with bindage of dry earth and dry rolling each layer separately until fully compacted and finally spreading sand shingles uniformly to 25mm thick and re-rolled as directed.(Ref. to MoRTH Spec.401)(Road roller provided by contractor).	M2	517.143	100.34	51890.13

	GROUP A- SECTION B				
1	Supply of Gravel (65mm graded down to 25mm), hard, clean and free from foreign materials	М3	451.750	1918.20	866546.85
2	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	M3	356.500	1585.85	565355.53
	GROUP B-SECTION A				
1	Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilising the remaining earth locally for roadwork.)for Ordinary Soil by Manual Means (Depth upto 3 m)	М3	30.320	408.55	12387.24
2	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 124 (1Cement 2 coarse sand 4 graded stone aggregate 40 mm nominal size)	M3	61.930	1384.73	85756.33
3	Centering and shuttering including strutting, propping etc. and removalof form for Foundations, footings, bases of columns, etc. for mass concrete.	M2	99.840	162.12	16186.06
4	Erecting Fabricated L/Steel Work-(Welding m/c-Contractor) Erecting Fabricated Light Steel Work For Bridges and Culverts (R.S.J. channel, angles etc weight not exceeding 15Kg per metre of length) with welded connections, including levelling, drilling holes for bolts, cutting etc. and carrying the fabricated steel from a distance upto 30.00m away tothe site of work. but welding, cutting sets and operator, fuel supplied by Contractor	TON	16.550	7981.86	132099.78
5	Installation of precoated galvanised iron profile sheets (size, shapeand pitch of corrugation as approved by Engineer-in-Charge) 0.50mm +/-5% total coated thickness (TCT) Zinc coating 120gsm as per IS 277 in240mpa steel grade, 5-7 microns epoxy primer on both side of the sheetand polyester top coat' 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches while transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-Charge. The sheet shall be fixed using self drilling / self tapping screws of size (5.5x 55mm) with EPDM seal or with polymer coatedJ or L hooks, bolts and nuts 8mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead complete uptoany pitch in horizontal / vertical or curved surfaces excluding the cost of purlins, rafters and trusses and including cutting to size and shapewherever required.	M2	1417.720	61.21	86778.64

6	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length ( total length 90m), having 50 nos rounds per 6 metre length, upto 3 m height of wallwith existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staplesand G.I. clips to retain horizontal, including necessary bolts or G.I.barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core(2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape(0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)	RM	332.800	244.60	81402.88
7	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two or more coats on new work	M2	549.590	68.55	37674.39
	GROUP B- SECTION B				
1	Supply of Broken stone-Boulder broken(25mm graded down to 12mm), hard and clean.	М3	53.260	2884.20	153612.49
2	Supply of Timber for shuttering	DM3	832.000	24.43	20325.76
3	Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish.	M3	26.630	1278.30	34041.13
4	Precoated galvanised iron profile sheet 0.50 mm TCT	M2	1417.720	402.50	570632.30
5	Enamel paint	L	100.000	189.75	18975.00
6	Red oxide Zinc chromate primer	L	60.000	126.50	7590.00
7	Mild steel tubes hot finished welded type	KG	10867.190	65.55	712344.30
8	Structural steel such as tees, angles, channels and R.S. joists	QTL	0.296	5290.00	1565.84
	GROUP B- SECTION C				
1	Carriage of material by mechanical transport including loading unloading and stacking Steel Beyond 4KM and Upto 5KM	TON	16.550	123.08	2036.97
2	Extra on Carriage of material by mechanical transport including loading unloading and stacking Steel on every additional KM Beyond 5KM and Upto 10KM	TPM	82.750	9.75	806.81
3	Extra on Carriage of material by mechanical transport including loading unloading and stacking Steel on every additional KM Beyond 10KM and Upto 20KM	TPM	165.500	8.19	1355.45
4	Extra on Carriage of material by mechanical transport including loading unloading and stacking Steel on every additional KM Beyond 20KM	TPM	157.225	6.95	1092.71

	GROUP C- SECTION A				
1	Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilising the remaining earth locally for roadwork.)for Ordinary Soil by Manual Means (Depth upto 3 m)	М3	20.976	408.55	8569.74
2	Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of table 300-2(Road roller cost included)	М3	13.456	99.62	1340.49
3	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 ofland including royalties, monopoly / other statutory taxes as required from any distance.)	М3	24.750	409.17	10126.96
4	Laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement- All work upto plinth level 124 (1 cement 2 coarse sand 4 graded stone aggregate 20 mm nominal size)	M3	8.324	1725.45	14362.65
5	Centering and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns, etc. for mass concrete.	M2	20.000	162.12	3242.40
6	Reinforcement for R.C.C. work including supply, straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	KG	603.000	70.39	42445.17
7	Brick work with F.P.S. bricks of class designation 75 infoundation and plinth in Cement mortar 14 (1 cement 4 coarse sand)	M3	13.201	1452.48	19174.19
8	Brick work with F.P.S. bricks of class designation 75 in super structure above plinth level up to floor V level in all shapes and sizes in Cement mortar 16 (1 cement 6 coarse sand)	M3	24.970	2430.00	60677.10
9	Laying Brick Flat Soling (75mm thick) including grading the baseand spreading 25mm thick sand bed at bottom and grouting solingwith cement mortar (prop. 13) and carrying all materials from a distance of upto 30.00m.	M2	57.500	145.38	8359.35

10	Laying in position cement concrete of specified grade excluding thecost of centring and shuttering - All work upto plinth level 136 (1Cement 3 coarse sand 6 graded stone aggregate 20 mm nominal size)	M3	4.370	1384.73	6051.27
11	12mm cement plaster of mix14 (1 cement 4 coarse sand)	M2	207.970	141.51	29429.83
12	Supplying and filling in plinth with sand under floorsincluding, watering, ramming consolidating and dressing complete(cost of sand will be paid separately).	M3	6.525	115.62	754.42
13	Wood work in frames of doors, windows, clerestory windows and otherframes, wrought framed and fixed in position Second class teak wood	M3	0.830	13550.83	11247.19
14	Fixing panelled or panelled and glazed shutters for doors, windows and lerestory windows including ISI marked black enamelled M.S butt hingeswith necessary screws excluding, panelling which will be paid forseparately. Second class teak wood.30mm thick shutters	M2	23.270	744.08	17314.74
15	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in positionand applying a priming coat of approved steel primer all complete	KG	5.000	25.61	128.05
16	Dressed timber work by thoroughly dressing / planning both sides oftimber and edges, making joints by grooving and nailing, screwing andfixing in required size for doors, windows, ventilators includingframes, fascia-board, cup-board / cabinet frame, making rack / shelves,draining board, beads for ceiling etc. complete.	DM3	575.230	24.54	14116.14
17	Undressed timber works for frames, posts, trusses, purlins required fortemporary nature of jobs such as camps, sheds required for OlLoperation, garage etc. for construction jobs, including making joints bygrooving, nailing or by bolting. Considering 6m King Post roof truss.	DM3	1479.840	7.37	10906.42
18	Erecting corrugated G.S. sheet roofing including vertical/curvedsurface fixed with polymer coated J or L hooks, bolts and nuts 8 mmdiameter with bitumen and G.I. limpet washers or with G.I. limpetwashers filled with white lead and including a coat of approved steelprimer and two coats of approved paint on overlapping of sheets complete upto any pitch in horizontal/ vertical or curved surfaces excluding thecost of purlins, rafters and trusses and including cutting to size andshape wherever required-0.63 mm thick with zinc coating not less than275gm/m2	M2	66.978	130.49	8739.96

19	Fixing ridges and hips in non-asbestos fibre cement high impactpolypropylene reinforced roofing with suitable fixing accessories orself drilling fastener and EPDM washer etc. completeCorrugatedserrated adjustable ridges	M	7.700	66.29	510.43
20	Fixing on wall face unplasticised Rigid PVC rain water pipes conformingto IS 13592 Type A including jointing with seal ring conforming to IS5382 leaving 10 mm gap for thermal expansion, (i) Single socketedpipes-110 mm dia	M	22.000	95.12	2092.64
21	12mm cement plaster finished with a floating coat of neat cement of mix13 (1 cement 3 fine sand)	M2	42.750	173.56	7419.69
22	Making & fixing fine bamboo mat walling with 30cm square splitbamboos battens both sides including supply of materials for buildingworks only.	M2	14.000	81.96	1147.44
23	Fixing not more than 3.5 M high exposed over ground Jati bamboo postfor fencing etc, digging holes, fixing below ground not less than 600 mmlength i/c refilling with ramming complete.	OME	25.000	38.92	973.00
24	Making or replacing solid bamboo structure members (rafters, purlins,runners etc.) including binding with 18G binding wire.	M	55.000	48.55	2670.25
25	Fixing water closet squatting pan (Indian type W.C. pan) with 100mmSand Cast Iron P or S trap, 10 litre low level white P.V.C. flushingcistern with manually controlled device (handle lever) conforming to IS 7231, with all fittings and fixtures complete including cutting andmaking good the walls and floors wherever required White Vitreous chinaOrissa pattern W.C. pan of size 580x440mm with integral type foot rests.	EA	2.000	2025.53	4051.06
26	Fixing white vitreous china flat back or wall corner type lipped fronturinal basin of 430x260x350mm and 340x410x265mm sizes respectively withautomatic flushing cistern with standard flush pipe and C.P. brassspreaders with brass unions and G.I clamps complete, including paintingof fittings and brackets, cutting and making good the walls and floorswherever required One urinal basin with 5 litre white P.V.C. automaticflushing cistern.	EA	1.000	2399.82	2399.82
27	White washing with lime to give an even shade New work (three or morecoats)	M2	166.640	18.18	3029.52
28	Painting wood work with Deluxe Multi Surface Paint of required shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primerapplied @ 0.75 ltr/ 10 sqm of approved brand or manufacture	M2	54.568	62.68	3420.32
29	Applying priming coat With ready mixed pink or Grey primer of approved brand and manufacture on wood work (hard and soft wood)	M2	54.568	33.89	1849.31

30	Cement glue washing one coat (cement, glue, lime and Cico wash) after watering thoroughly and cleaning the surface at any height including curing etc. complete., but two coats.	M2	170.160	33.86	5761.62
31	Fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc. 15mm dia. nominal bore	М	25.000	106.80	2670.00
32	Fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. 20mm dia. nominal bore	М	27.000	79.90	2157.30
33	Fixing brass bib cock of approved quality 15mm nominal bore	EA	8.000	18.72	149.76
34	Fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings i/c fixing the pipe with clamps at 1.00m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer-in-Charge.25mmnominal outer dia. pipes.	M	20.000	200.96	4019.20
	GROUP C- SECTION B				
1	Supply of Local bricks- First Class	NO	14052.890	11.77	165402.52
2	Supply of Broken stone-Boulder broken(25mm graded down to 12mm), hard and clean.	M3	11.716	2884.20	33791.29
3	Supply of 1st class seasoned Hollock timber (Scantling) free from knots & cracks.	DM3	1585.960	42.48	67371.58
4	Supply of 1st class seasoned Hollock timber (Plank) free from knots & cracks.	DM3	581.750	44.70	26004.23
5	Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish	M3	16.347	1278.30	20896.37
6	Supply of Jhama bricks bats-each bat not smaller then 1/3 of a full brick	М3	6.875	2262.45	15554.34
7	Supply of Timber for shuttering	DM3	250.000	24.43	6107.50
8	Glue	KG	2.000	86.25	172.50
9	Unslaked lime	QTL	0.500	345.00	172.50
10	Pink primer (for wood)	L	3.000	120.75	362.25
11	Enamel paint	L	3.000	189.75	569.25
12	G.I. pipes 15 mm dia	М	10.000	104.65	1046.50
13	G.I. pipes 20 mm dia	М	15.000	138.00	2070.00
14	15 mm PTMT bib cock	EA	6.000	81.65	489.90

# Part-II SOQ

	GROUP C- 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	16.550	123.08	2036.97
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	82.750	9.75	806.81
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	165.500	8.19	1355.45
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	157.225	6.95	1092.71

• 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.

E- TENDER NO.: CDC4991L21 PART-III SCC

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

#### PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

DESCRIPTION OF WORK/SERVICES: Improvement of site for setting up drilling satellite camp at Anandabag area by earth filling, construction of gravelled road and parking area development, construction of boundary wall using PRE PAINTED GALVALUME/GALVANISED SHEET with concertina coil (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, precoated galvanised sheet etc. has to be provided by contractor), construction of footpath with lean to roof (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, PRE PAINTED GALVALUME/GALVANISED SHEET ROOFING etc. has to be provided by contractor), construction of kitchen cum dinning, toilet etc. including supply of all materials except cement and CGI sheets for kitchen cum dinning, toilet.

#### I. SCOPE OF CIVIL WORK:

#### 1.00 GENERAL:

The contractor must complete the work in all respect within the work duration allotted to him as per work order. However, any delay in completion of the work due to reasons not attributable to the contractor will be considered based on hindrance register maintained during delay analysis of the work after its completion and the same will be considered during calculation of LD as per Contract. Moreover the duration of the work allotted to the contractor is excluding such type of hindrances not attributable to the contractor.

All materials used in the work shall conform to the latest revision of the relevant Indian Standard Specifications to the extent practicable. Where no such specifications exist they shall be of the best quality available in the market. Wherever ISI certified materials and products are available these alone shall be used. All materials shall be stored at site in accordance with IS-4082-1996.

Unless specially provided for in the contract the tendered rates shall include the cost of carriage, transport, loading, unloading and stacking as directed for all materials required on the work. Where a tender provides a rate for transport of materials, it includes for all loading, unloading and stacking on the site in such position and manner as directed. Any materials found not conforming to specification must be removed from site within 48 hours.

- A. Jungle cutting and removal of rubbish up to a distance of 50m outside the periphery of the area as directed.
- B. Earth work in cutting & filling in the Approach road, cmap area, parking area, store yard area to get the desired level and Slope.
- C. Spreading of gravel/Brick bats where necessary and as advised by Engineer in-charge.
- D. Construction of boundary wall using percolated galvanised sheet with concertina coil (only scraped pipe post will be provided. Hollow section steel bar for horizontal member, pre-coated galvanised sheet etc. has to be provided by contractor.)
- E. Construction of footpath with lean to roof, construction of kitchen cum dinning, toilet etc. only scraped pipe post will be provided. Hollow section steel bar for roof, pre-coated galvanised sheet etc. has to be provided by contractor.)

### **PART-III SCC**

#### 2.00 SITE CLEARANCE:

Before the earthwork is started, the area coming under cutting and/refilling shall be cleared of shrubs, vegetation, grass, uprooting of tree stumps and such others, and rubbish removed up to a distance of 50 metres outside the periphery of the area under clearance. The rate of such site clearance is included in the rate of earthwork.

#### 3.00 STORAGE:

Materials shall be transported, handled and stored at site carefully to the approval of Engineer so as to prevent any damage of any kind to be kept at his own risk and cost.

Cement shall be stored in a weather proof shed, the floor of which shall be raised 300 mm clear from the ground and 600 mm away from the wall all round in order to protect from rain and moisture. Empty cement bag shall be returned to the Company in good condition.

#### 4.00 CEMENT CONCRETE/ REINFRCED CEMENT CONCRETE WORK:

All C.C. work in 1:3:6 proportions shall be done with 18 mm graded down broken stone. Broken stone shall be properly screened before use. All reinforced cement concrete work to be done in prop. 1:1.5:3 unless otherwise specified -- 18mm down to 12mm graded down broken stone as per related drawings and instructions of site Engineer to be followed in case of any discrepancies. Proper vibration to be done as per IS recommendation. Floor panelling to be done in the line of expansion joint as directed by Engineer Incharge.

Fine Aggregate - Fine aggregate shall be hard, durable, clean and free from adherent coating and organic matter. It shall not contain harmful impurities such as pyrites, coal, lignite, mica, shale or similar laminated material, clay, alkali, soft fragments, sea shells and organic impurities in such quality as to affect the strength or durability of the concrete. Fine aggregate to be used for reinforced concrete shall not contain any material liable to attack the steel reinforcement. Fine aggregate which is chemically reactive with alkalis of cement is harmful as cracking of concrete may take place.

Coarse Aggregate - Coarse aggregate shall be obtained from natural sources such as stone, gravel, etc crushed or un-crushed or a continuation thereof from approved quarries. This shall consist of coarse material most of which is retained on 4.75mm sieve. Aggregate shall be hard, strong, dense, durable, clean and free from veins and adherent coatings. It shall be free from soft, feeble, thin, elongated or laminated pieces and shall be roughly cubical in shape. It shall be clear and free from dirt and any other deleterious matter.

Reinforcement bars - The following types of steel for reinforcement shall be used in reinforced concrete construction and these shall conform to Indian Standards or as revised from time to time mentioned against each

- 1) Mild steel and medium tensile steel bars and hard drawn steel wire IS: 432.
- 2) HYSD bars IS: 1786.

Bending & Placing steel reinforcement in position-Bending shall be carried out as per relevant IS specification and direction of the Engineer-in-charge. All reinforcement bars shall be accurately placed in position with spacing and cover as shown in the drawing or as specified and firmly held so during the placing and vibrating and setting of concrete. Bars shall be thoroughly cleared of rust, seals, grease, oil and any other foreign matter before placing them in position. The overlap jointing shall be staggered. The bars shall be fixed with 22G binding wire. Precast cover blocks 1:2 (1 cement: 2sand) cement mortar 40 mm square and necessary thickness shall be used to keep the reinforcement bars in proper position. For this block, no extra payment to be made. Wire required for binding shall not be measured separately. Tack welding shall also be permitted in lieu of building with steel wire.

Proportioning of mix - Proportioning shall be done by volume. Boxes of suitable size shall be used for measuring sand and aggregates. The size of the boxes (internal) shall be 35 x 25cm and 40cm deep. The unit of measurement for cement, shall be a bag of cement weighting 50 Kg and this shall be taken as 0.035 cubic metre. While measuring the aggregate and sand the boxes shall be filled without shaking, ramming or

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hammering. The proportioning of sand shall be on the basis of its dry volume and in case of damp sand, allowances for bulkage shall be made.

Mixing - Mixing of reinforced cement concrete shall, as a rule be done in a mechanical mixer. However, the Engineer-in-charge may permit hand mixing in specific cases where in his opinion it is not practicable to resort to mechanical mixing, either on account of the quality of cement concrete required is small or for any other reason. In such cases, it should be ensured that the inferior quality of concrete produced by hand mixing will not adversely affect the structure.

Consistency - The quantity of water to be used for each batch containing 50 Kg of cement, to give the required consistency shall not be more than 34 litres for 1:3:6, mix 32 litres for 1:2:4 mix, 30 litres for 1:1.5:3 mix and 27 litres for 1:1:2 mix. In case of vibrated concrete, the above quantity shall be suitably reduced. The quantity of water shall be regulated by carrying out regular Slump Test.

Placing of concrete - Before placing the concrete the sub-base/form work shall be cleared of all injurious or foreign matter, watered and well consolidated. Formwork shall be clean and free from all foreign material. It is necessary that the time between mixing and placing of concrete does not exceed the initial setting process. Mixed concrete that has been left standing shall not be used after the initial set has commenced the addition of water (or cement) to make such a mixture more workable shall not be allowed. In foundation trenches or such other situations, the entire concrete used in the work shall be laid gently (not thrown) in layers not exceeding 15cm. The concrete so deposited shall be thoroughly vibrated by means of mechanical vibrators till dense concrete is obtained.

Curing - Concrete shall be carefully protected during first stage of hardening from harmful effects or excessive heat, drying winds, rain or running water and shock. After the concrete has begun to harden i.e. about 1 to 2 hours after its laying it shall be protected from quick drying with moist gunny bags or any other material approved by the Engineer-in-charge. After 24 hours of laying of concrete the surface shall be cured by flooding water up to 25mm depth or by covering with wet adsorbent materials. The curing shall be done for a minimum period of 7 days from the date of pouring of concrete, unless otherwise specified.

Finishing - In case of roof slabs the top surface shall be finished even and smooth with wooden trowel, before the concrete beings to set. The surface of RCC slab on which the cement concrete or mosaic floor is to be laid shall be roughened with brushes while the concrete is green. This shall be done carefully without disturbing the concrete. Before laying the floor, the laitance shall be removed, the surface of slab hacked and a coat of cement slurry at 2.75 Kg of cement per square metre shall be applied, so as to get a good bond between RCC and concrete floor. The exposed surface which is to receive plaster or where it is to be joined with brick masonry wall, shall be properly roughened immediately after the removal of form work, taking care to remove the laitance completely without disturbing the concrete. Before the surface is plastered, it shall be cleaned and wetted so as to give good bond between concrete and plaster.

#### 5.00 FORM WORK:

The formwork shall be rigid and so corrected as to retain the shape and dimensions of the member being cast. Form work for concrete shall be seasoned timber/steel or other approved materials as per directions of the Engineer. It shall be sufficiently tightened to prevent loss of cement slurry and all holes and joints shall be chaulked with putty. It shall have sufficient strength and rigidity to withstand the load of concrete, and vibrations, movement of men, materials and plants and any other incidental loads without excessive deflection beyond permissible limits. The formwork shall be so constructed as to be removable in sections by inscribing or otherwise loosing – them without hammering or levering with force. Only wedges, clamps bolts or screws etc shall be used in preference to nails or spikes. All side pieces shall be easily removable without disturbing the bottom pieces. Where however, use of nails and spikes become unavoidable, these shall be left projecting so that they can easily be withdrawn.

Surface treatment for shuttering - Forms shall be cleaned of all dust, wood shavings, dirt and other matter by washing with water. This process is facilitated by providing draining holes in the shuttering. The surface shall then be coated with soap solution applied before concreting is done. Soap solution for the purpose shall be prepared by dissolving yellow soap in water to get consistency of paint. Alternatively a coat of raw linseed oil/refined pale paraffin mineral oil or form oil of approved manufacture may be applied. In case steel shuttering is used, soap solution or row linseed oil shall be applied after thoroughly cleaning the surface. Care shall be taken that such approved composition is kept out of contact with the reinforcement.

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In normal circumstances (temperature not below15 degree C) and where ordinary Portland cement is used form may generally be removed after the expiry of the following periods.

- a) Vertical form work to columns, walls, beams = (16-24) hours
- b) Slabs side (props left under): 3 days
- c) Beam soffits (props. left under):7 days
- d) Removal of props under slabs
- i) Spanning up to 4.5 m: 7 days
- ii) Spanning over 4.5 m: 14 days
- e) Removal of props under beams and arches:
- i) Spanning up to 6 m: 14 daysii) Spanning above 6 m: 21 days

In no circumstances shall forms be struck until the concrete reaches a strength of at least twice the stress to which concrete may be subjected at the time of removal of form work. All form works shall be removed without such shock or vibration as would damage the concrete. Form work for long span deep beams to be supported by MS props or Bhaluka Bamboo props as required based on the design for the formwork to take care the massive load of the green concrete.

#### 6.00 BRICKWORK:

- a) All bricks shall be of 75 class designation quality locally available as approved by the Site Engineer.
- b) Bricks shall be of size as specified in the item of work or of nominal size where no particular size is mentioned.
- c) Bricks shall be well burnt, sound, hard with sharp edges of uniform size and shape free from cracks, stones or particles of lime and other defects, shall be kiln burnt and satisfy the following requirement:
- i) They shall give a clear metallic sound when struck
- ii) They shall be of uniform colour and size
- iii) They shall not be cracked, stratified or under or over burnt
- iv) The tolerance in dimensions shall be +/- 12mm in length, 6mm in width and 3mm in height.
- v) Keys or frogs shall be formed on one of the larger size, except in the case of machine extruded bricks where no frogs are required
- vi) The increase in weight when soaked in water for 24 hours shall not be more than 20% of the dry weight of the bricks.
- d) If required by the Site Engineer, necessary test shall be conducted at the contractor's expense to ensure quality. In general, the bricks shall be the best quality locally available.

Bricks used for masonry in cement mortar or composite mortar shall be thoroughly soaked in clean water for at least an hour immediately before use (The absence of bubbling when the soaked brick is immersed in water is the test for thorough soaking). The soaked bricks shall be kept on a platform free from dirt, mud or any foreign element. Bricks shall be laid in English bond unless otherwise specified. Care must be taken that the bricks are perfectly clean and free from lime, moss or dirt of any kind. If necessary they must be scrubbed before use. Half or cut bricks shall be not used except for closures which may be required to complete the bond. It shall be ensured that all horizontal and vertical joints are completely filled with mortars without any void in brickwork. Brickwork shall be raised truly plum (or true to required better whereso specified). All courses shall be laid truly horizontal. Vertical joints shall be truly vertical and those in alternate courses shall be in the same vertical line. The thickness of brick courses shall be uniform. Great care must be taken to masonry in progress of construction damp. When work is left off for the day troughs shall be formed, by means of fillets of mortar 51mm high all round the unfinished work and shall be kept filled with water. Vertical or inclined surfaces must be frequently watered from a rose headed can. Water should not be dashed with violence against new work as this washes out the mortar. Should the work be delayed owing to holidays or for other reason, the contractor must make adequate arrangements for keeping the work wetted, and shall continue to do so for at least ten days or such longer time as directed, after the brickwork has been completed.

- a) Brick work in cement mortar with 75 designation brick including racking out joints and curing complete as directed, in sub structure and superstructure in mortar of specified proportion.
- b) 115mm thick 75 designation brick nogged wall in cement mortar embedded with protruding M.S. rod 6mm dia in column including racking out joint and curing complete as directed in super structure above plinth in proportion as specified.

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#### 7.00 CEMENT MORTAR:

- i) Must be freshly mixed: Cement mortar will only be mixed in such quantities as can be used up on the work within half an hour of mixing. Mortar which has been mixed longer or which has taken its initial set will on no account be used on the work or remixed with fresh mortar. It must be immediately removed from the site or work.
- ii) Method of mixing: The cement and sand will be mixed dry in the specified proportions, by turning over atleast three times on the mixing platform. Only sufficient water will then be added, thorough a rose of a watering can, to produce a workable mixture. The wet mortar will be thoroughly worked or mixed by repeatedly turning over, not less than three times on the mixing board.
- iii) Size of mixing platform and precaution against list: All mixing of mortar must be done on platforms of angle size and workman bringing the material to and from the platform must not be permitted to walk about on it, thereby bringing mud or dirt to the place, where the mortar is being mixed. The platform must be clean and level and all joints closed or filled so that the cement is not washed out.
- iv)Proportion of cement and sand: Where not otherwise specified, cement mortar for plaster will consist of one part of cement to two parts of sand. For mortar for brick or stone masonry work the proportion unless otherwise specified, will be one part of cement to three parts sand

#### 8.00 WOOD WORK:

The work shall be carried out as per detailed drawings and/or as directed by the Engineer-in-charge. The wooden members of the frame shall be planed smooth and accurate to the full dimensions. Rebates, rounding, moldings etc as shown in the drawing shall be done before the members are joined into frames. Timber will be 1st class seasoned as approved by the Engineer-in-charge.

Jointing - Jointing in timber frames must be made carefully and accurately. They shall be strong, neat and shall fit without wedging or filling. The joints shall be pinned with hard wood 10 to 15mm dia after the members of the frame are pressed together in a suitable vice-mechanism.

Surface treatment - Woodwork shall be painted. oiled, polished or otherwise treated as specified. All portions of timber abutting against masonry or concrete portion of building shall be coated with boiling coat tar or other type of approved wood preservative or primer, before placing them in final position. Hold fasts - Hold fasts used for fixing doors and window frame shall be made of 40 x 3mm flat iron long. It shall have a hole on one end for fixing to frame with 10mm dia bolt, at the other end the flat iron shall be split and bent at right angles in the opposite direction. The hold fast shall be tightly fixed to the frame by means of bolts, the bolt hole in frame being plugged suitably and finished neat. The hole fast shall be embedded into masonry by concrete block as described in the item of work.

#### 9.00 DOORS:

- i) The flush door shutters (solid core type) decorative and non-decorative type shall conform to IS: 202 (Part I). The door should be fixed using 4 nos. of hinges 125mm long ensuring that the hinges are not fixed less than 150mm from the edges with 8 nos. parallel sunk fully threaded screws 38mm long, should be used for fixing the hinges to the flush door after drilling a pilot hole 2.50mm dia 40mm long. Screws should not be hammered. Lock, tower bolts etc. necessary, if any to be paid separately.
- ii) Door frame (Chowkaths) of door, windows, other similar works wrought, framed and fixed in position in contact with C.C. or brick masonry walls including supplying, fitting and fixing with M.S. flat hold fast (40mm x 3mm x 250mm) as per design and embedded in cement concrete block in prop 1:2:4 and with two coats of kiricide oiling to the timber faces in contact with C.C. and masonry as directed and specified.

#### 10.00 STEEL DOORS, WINDOWS AND VENTILATORS:

The type, over all sizes, side opening position of steel doors, windows and ventilators shall be specified as per details given in IS: 1038, specification for steel doors, windows and ventilators. Both the fixed and opening frames shall be constructed of sections, which have been cut to length and mitred. The corners of fixed and opening frames shall be electrically flash butt welded to form a solid and true right angle and all frames shall be square and flat.

Side-hung shutter windows – Window shutters shall be hung on projecting type hinges (not less than 65mm and not more than 75mm wide). One leaf of the hinge shall be welded into a slot in the outer frame and the other leaf of the hinge riveted to the opening shutters. Friction hinges may be provided for side-hung shutter windows in which case peg-stay may not be required. In cases where non-friction type hinges are provided, the windows shall be fitted with peg-stays, which shall be either of hot pressed brass, cast brass, aluminium

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or steel protected against rusting and shall be 300mm long with steel peg and locking bracket. The peg stay shall have three holes to open the side hung casements in three different angles.

Top Hung Ventilators – The steel butt hinges for top hung ventilators shall be riveted to the fixed frame or welded to it after cutting a slot in it. Hinges to the opening frame shall be riveted or welded and cleaned off. Top hung casements shall be provided with a peg stay three holes which when closed shall be held tightly by the locking bracket. The locking bracket shall either be fitted to the fixed frames or to the window.

Glazing of metal doors, windows and ventilators - Doors and windows shall normally be glazed with glazing putty on unless otherwise specified. Putty shall be applied between glass panes and glazing bars. Putty shall be applied over the glass panes, which shall stop 2 to 3mm from the sight line of the back rebate to enable the painting to be done upto the sight line, to seal the edge of the putty to the glass. The oozed out back putty shall be cleaned and cut to straight line.

#### 11.00 PLASTER WORK

- i) Preparation of surface: All putlog holes in brick work and junction between concrete and brick work shall be properly filled in advance. Joints in brick work shall be raked about 10mm and concrete surface hacked to provide grip to the plaster. Projecting burrs of mortar formed due to gaps at joints in shuttering shall be removed. The surface shall be scrubbed clean with wire brush/coil brush to remove dirt, dust etc. and the surface thoroughly washed with clean water to remove efflorescence, grease and oil etc. and shall be kept wet for a minimum of six hours before application of plaster.
- ii) Proportion: The cement plaster shall be in specified proportion of cement and sand.
- iii) Mixing: The cement and sand should be thoroughly mixed in dry condition. After dry mixing the materials shall be wetted with just sufficient water to bring the mortar to proper consistency of thick paste. Mortar should be used immediately after mixing and arrangements shall be made so that not more than 30 minutes elapse between the cement first coming in contact with the moisture and laying. In all exterior plaster works waterproofing compound to be added to the mortar as per the specification of the manufacturer, if not indicated in the item rate quoted should be inclusive of the same.
- iv) Placing: Plaster shall be laid over the prepared surface in one coat to the specified thickness and rubbed with "PATAS" and trowel and shall be smooth, free from waviness and trowel marks.
- v) Sequence of operations: For external plaster, the plastering operations shall be started from the top floor and carried downwards. For internal plaster, the plastering operations may be started wherever the building frame and cladding work are ready and the temporary supports of the ceiling resting on the wall or the floor have been removed.
- vi) Curing: Each coat shall be kept damp continuously till the next coat is applied or for a minimum period of 7 days. Moistening shall commence as soon as plaster is hardened sufficiently. Soaking of walls shall be avoided and only as much water as can be readily absorbed shall be used.

#### 12.00 DAMP PROOFING COURSE:

It shall consist of 1:1.5:3 plain cement concrete with approved water proofing materials such as cico, impermo etc. of specified thickness. Edges of DPC shall be straight, even and vertical side shuttering shall consist of wooden or steel forms and shall be strong and properly fixed so that it is not disturbed during compaction and mortar or cement slurry does not leak through. When forms are struck the surface should be smooth without any honeycombing. The surface shall be kept wet for seven days. Before commencing the superstructure work, the top of concrete course shall be dried and cleaned of all materials. Blown type bitumen shall then be applied uniformly on the surface and the side of the concrete coming in contract with flooring on the inside shall also be painted with bitumen.

13.00 WASHABLE DISTEMPER/OIL BOUND DISTEMPER/PLASTIC EMULSION PAINTING Preparation of surfaces: The surface shall be thoroughly brushed free from dust, dirt, grease, mortar droppings and other foreign matter and sand papered smooth. Thereafter a smooth surface shall be prepared by applying putty, made of plaster of paris mixed with water on the entire surface including filling up the undulation and then sand papering the same after it is dry.

Primer coat: The primer where used as on undecorated surfaces shall be alkali resistance primer or acrylic based cement primer as specified in the item. These shall be of the same manufacture as oil bound distemper/ plastic emulsion paint. If the wall surface plaster has not dried completely alkali resistance primer shall be applied before distempering the walls. But if the distempering is done after the wall surface is dried completely, cement primer shall be applied.

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Application of distemper/plastic paint coat: For undecorated surfaces, after the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth for receiving the distemper/plastic paint taking care not to rub out the priming coat. All loose particles shall be dusted off after rubbing. Minimum two coats of distemper/plastic paint shall be applied with brushes in horizontal strokes followed immediately by vertical, which together shall constitute one coat. The subsequent coats shall be applied after a time interval of at least 24 hours between consecutive coats to permit of the proper drying of the preceding coat. For decorated surfaces, the distemper/plastic paint shall be applied in two coats or more over the prepared surface in the same manner as for undecorated surfaces.

Purchase of paint, varnish or oil: Only the best brands obtainable will be used and should the contract permit the contractor to supply any paint, oil or varnish he shall purchase only such brands as the Site Engineer shall approve of in writing. All purchases must be made direct from the manufacturers or through an agent approved of in writing by the Site Engineer. Should the Site Engineer so direct copies of all indents and receipts for purchase must be submitted for inspection. Paint etc. to be purchased in sealed containers. All paints, oil or varnishes supplied by the contractor must be produced for the inspection of the Site Engineer of the work in the manufacturers sealed and unopened containers. All containers from which the contents have been removed and are not required on the work must be destroyed and no extra payment will be granted for such destruction. Only ready mixed or varnished of the make or brand specified will be permitted to be used exactly as received from the manufacturer without any admixture what so ever unless previously authorised, in writing, by the Site Engineer.

#### 14.00 SYNTHETIC ENAMEL PAINT:

Preparation of surface: The surfaces before painting shall be cleaned of all rust, scale, dirt and other foreign matter sticking to it with wire brushes, steel wool in case of steel surfaces and sand papering in case of wooden surfaces. Thereafter, one coat approved primer paint will be applied on the surface. Synthetic enamel paint (Superior quality as approved) shall be applied – two or more coats to give an even shade.

15.00 FILLING EXCAVATED EARTH IN FOUNDATION TRENCHES AND PLINTH OR UNDER FLOORS: As soon as the work in foundation has been completed and measured, the sides of foundations shall be cleared of all debris, bricks bats, mortar dropping etc, and filled with earth in layers not exceeding 30cms, each layer shall be adequately watered, rammed and consolidated before the succeeding one is laid. Earth shall be rammed with iron rammers where feasible, and with the butt ends crowbars where rammer cannot be use.

The plinth shall be similarly filled with earth in layers not exceeding 30cms, adequately watered and consolidated by ramming with iron or wooden rammers. When filling reaches the finished level, the surface shall be flooded with water for at least 24 hours, allowed to dry and then rammed and consolidated, in order to avoid any settlement at a later stage.

Sand filling in plinth: Sand shall be clean and free from dust, organic and other foreign matter. Sand filling shall be done in a manner similar to earth filling in plinth. Concreting of floor shall not be started till the Engineer-in-charge has inspected and approved the filling.

#### 16.00 CERAMIC TILE FLOORING/SKIRTING:

- a) Preparing of Plinth Filling: All plinth fillings shall be properly consolidated in layers, watered, rammed and allowed to consolidate to the Site Engineer's satisfaction before any flooring is laid. When the flooring is to be laid over a foundation of sand, broken stone, brick or a combination of sand and broken stone or brick the filling shall be removed to a depth equal to the thickness of the flooring plus such foundation layers. b) Foundations:
- i) Sub-layer of sand: After the plinth filling has been prepared as detailed in specification above a sublayer of sand 300mm deep shall be laid watered and brought to an even surface.
- ii) Layer of broken stone or brick: Over the sand a foundation course of bricks shall be laid and the interstices filled in with sand. The bricks shall be tightly packed and laid so as to break joint.
- c) Tile floors:
- i) Foundation and cement floating under tiles: Over the foundation as in (b) above 2 coats of cement plaster, 1 part of cement to 1 part of sand, prepared in a very liquid condition will be floated over it and allowed to set.

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ii)Laying: After the tiles have been soaked in water for at least two hours and the cement foundation sprinkled with water, laying work may commence and shall start from the centre of the room or area to be tiled, work being continued in both directions so that borders are laid last. A layer of 20mm thick (average) cement mortar: 1:4 (1 cement: 4 sand) ( unless otherwise specified) shall be provided as bedding for the tiles. Each tile will be laid in and drawn up in neat cement of honey like consistency at 4.40 Kg of cement per sqm, care being taken to exclude air bubbles. Threads shall be stretched cross the surface, at intervals, parallel to the short sides of the area to be tiled to serve as guide lines. Each tile being gently tapped with a wooden mallet till it is properly bedded. The joints shall be grouted with white cement and matching pigment complete. The surface of the flooring shall be checked frequently with a straight edge so as to obtain a true surface with slope, if required. At position where full tiles cannot be fixed, the tiles shall be cut to size and smoothened to give straight and true joints.

- iii) Cleaning: After a small area has been laid all superfluous cement will be wiped off the surface. Stains shall be removed by moistening with hydrochloric acid and rubbing with pumice stone and afterwards washing with warm water.
- iv) Curing: The floor shall be kept wet for a minimum of 7 days so that bedding and joints set properly.

#### 17.00 PLINTH PROTECTION AND STORM WATER DRAIN:

Plinth protection and storm water drain shall be provided if advised.

#### 18.00 SANITARY, PLUMBING WORKS AND WATER SUPPLY FITTINGS & FIXTURES:

All sanitary, plumbing and water supply fittings and fixtures shall conform to the specifications and particular make specified in the items of work and direction of Engineer-in- charge. All waste and soil pipes and fixtures shall conform to IS specifications and shall be jointed as specified.

- i) Indian/European W.C. with PVC flushing cistern as per drawing & specification.
- ii) Wash basin and urinal pan at toilet as per drawing & specification. Wash basins to be provided with C.I. brackets.
- iii)Providing soap tray in the toilet.
- iv)Rain water pipe as per drawing & specification
- v) Gully trap
- vi)Inspection chambers, manholes, septic tanks, drainage pipes etc. as per drawings.
- vii) Medium class GI pipes with all GI fittings clamps and specials etc. for water supply lines 25mm, 20mm & 15mm.
- viii) Concealed PE-AL-PE pipes for water supply.

#### 19.00 P/F PRE PAINTED GALVALUME/GALVANISED SHEET ROOFING

Pre Painted Galvalume Sheet at all levels shall be fitted and fixed with self drilling, self tapping screws complete (roof trusses, purlins to be measured and paid separately) of make Dyna roof/sathyam/century wells and of thickness as specified in the respective items. Preferably it shall be carried out by a reputed party.

(a) Cut the pipe square by cutter to the required and proper length.

#### 20.00 ANTITERMITE TREATMENT (IS 6313):

Injecting chemical emulsion of Chlorpyriphosemulsificable concentrates 20% with 1% concentration for preconstruction anti-termite treatment and creating a continuous chemical barrier under and all-round the column pits, trenches, top surface of plinth filling, junction of walls and floor along the external perimeter of building expansion joints, surroundings of pipes and conduits etc complete as per specification (plinth area of the building at ground floor only shall be measured for payment) and to be executed by reputed party.

#### 21.00 TESTS FOR QUALITY CONTROL:

The various tests shall be carried out by the contractor as and when instructed by the Engineer-in-charge based on the prevailing OIL SOP (Standard Operating procedure) and no separate payment shall be made unless otherwise specified in the contract. Following tests /test certificate to be produced by the contractor at his own cost as and when directed by the Engineer-in-charge.

- i) Water for construction and curing ('PH' value should not be less than 6
- ii) Cube test for RCC work. (Test to be performed in presence of company representative.)
- iii) Manufacture Test certificate for steel materials, M.S. rod, Tor steel should be produced prior to its use in construction.
- iv) Brick test as per BIS 1077 and BIS 3495 (part 1 and 2)

- v) Test for fine and course aggregate
- vi) Any other tests as per the direction of Engineer-in-charge.

#### 22.00 MEASUREMENT & PAYMENT:

Payment for all works done shall be made on the basis of actual work done as per the schedule of rates. For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of rates, deviation order for the same shall be made on the rates as decided by the Company's Engineer.

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#### 23.00 SAFETY MEASURE:

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

#### 24.00 RECORD KEEPING:

- i) A site order book will be maintained at site which will be in the custody of the Engineer-in-charge or his representative and all instructions given to the Contractor will be recorded in the site order book and the same has to be signed by the contractor to comply with the instruction given therein.
- ii) A register to be maintained at site which will be in the custody of the Engineer-in-charge or his representative to maintain the records of use of cement and the same has to be signed by the contractor iii) A separate register to be maintained at site by the contractor to record the works executed and remarks columns to be added in this to record the hindrance.
- 25.00 In case of any ambiguity/conflict among various documents the decision of Engineer-in-charge will be final and binding.

# 26.0 CONTRACTOR'S GODOWN

The contractor must make adequate arrangement as directed by the Engineer-in-Charge, for the storage in suitable godown of all perishable materials such as cement. On no account may cement be stacked on the ground either in or outside godown. The contractor shall also construct a temporary office at site, before start the execution of work at site, as directed by the Engineer- in charge.

## II. SPECIAL INSTRUCTION TO THE CONTRACTOR:

- i. Contractor must use mixture machine and vibrator for the RCC works. The Contractor shall use pump if needed for dewatering for excavation job for which no extra payment will be made.
- ii. Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- iii. Efficient workmen to be engaged by the Contractor.
- iv. The Contractor's representative should report to Engineer-in charge on all working day's at 7.00AM for 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 within fourteen(14) day's of signing the contract.
- viii. Water that may accumulate on the site during progress of the works or in trenches and excavation from other than accepted risks shall be removed from the site to 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. However, if felt, water and single phase power supply may be provided by Co.on Chargeable basis depending on its availability & approved by the Competent authority.

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- 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. No road closure will be allowed during execution of work and necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfilment of this condition.
- xii. The Contractor will be required to work expeditiously at the site and must visit the site before tendering.
- xiii. Welding and cutting sets with fuel & operator, welder, fitter etc. shall be arranged by the Contractor at his cost at site for fabrication and erection work.
- xiv. Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor(wherever applicable) to Engineer-in-Charge before starting of dismantling or the other execution of job.
- xv. The contractor must engage at least one or as mentioned in the Contracts Agreement qualified Technical personal(Preferable BE/B Tech in Civil Engineering with minimum 3 years' experience or diploma in Civil Engineering with minimum 5 years' experience) for the overall execution of the job and the complete bio-data of the person should be submitted to the engineer in charge within 7 days of the signing of the Contract agreement. In case the contractor does not deploy qualified technical person as mentioned above, the company has right to penalize the contractor at a rate decided by the company.
- xvi. The contractor must submit a work plan in bar chart for the overall job to complete it within 14 days of issuing of work order.

### 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.

**PART-III SCC** 

- 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.

**PART-III SCC** 

- 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.

<ul> <li>Concrete Mixture Machine</li> </ul>	01 No.
<ul> <li>Concrete Vibrator (Needle Type)</li> </ul>	01 No.
Sump Pump	01 No.
<ul> <li>Cube mould (150mm x 150mm x 150mm)</li> </ul>	3 Nos.
<ul> <li>Welding and cutting set</li> </ul>	1 No.
Slump Cone	1 No.
• Dumper	2 Nos.
<ul> <li>Excavator</li> </ul>	1 No.
Vibratory roller	1 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 6<sup>th</sup> 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**: Cement, only scraped pipe for post for boundary wall & shed above footpath, CGI sheets for Kitchen cum dinning, toilet, will be supplied by company.
- 2) PLANTS AND EQUIPMENT: Nil

#### NOTE:

- 1. All empty Cement bags must be returned to company's Godown, Duliajan failing to which a sum of Rs.8.00 (Rupees Eight) only per bag will be recovered from contractors bill.
- 2. The Contractor is to arrange transportation of the above materials to site of work with proper safety.
- 3. 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.
- 4. 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.
- 5. All other materials issue 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 Contactor at double the value of materials without any reference to him.

To, CGM-CONTRACTS OIL INDIA LIMITED DULIAJAN-786602

# **SUB: SAFETY MEASURES**

<u>DESCRIPTION OF WORK/SERVICE</u>: Improvement of site for setting up drilling satellite camp at Anandabag area by earth filling, construction of gravelled road and parking area development, construction of boundary wall using PRE PAINTED GALVALUME/GALVANISED SHEET with concertina coil (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, precoated galvanised sheet etc. has to be provided by contractor), construction of footpath with lean to roof (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, PRE PAINTED GALVALUME/GALVANISED SHEET ROOFING etc. has to be provided by contractor), construction of kitchen cum dinning, toilet etc. including supply of all materials except cement and CGI sheets for kitchen cum dinning, toilet.

Sir,

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

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

i)	 	 	
ii) _			
iii) ¯			

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

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 2017 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
- g) We shall abide by the HSE (Health Safety & Environment) points mentioned in SCC.

(Seal)	Yours Faithfully
Date	M/s
	CONTRACTOR

# PART-VI INTEGRITY PACT

#### **INTEGRITY PACT**

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for "Improvement of site for setting up drilling satellite camp at Anandabag area by earth filling, construction of gravelled road and parking area development, construction of boundary wall using PRE PAINTED GALVALUME/GALVANISED SHEET with concertina coil (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, precoated galvanised sheet etc. has to be provided by contractor), construction of footpath with lean to roof (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, PRE PAINTED GALVALUME/GALVANISED SHEET ROOFING etc. has to be provided by contractor), construction of kitchen cum dinning, toilet etc. including supply of all materials except cement and CGI sheets for kitchen cum dinning, toilet." The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

#### Section 1 - Commitments of the Principal

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

#### Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - I. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

Contractor 1 Company

# PART-VI INTEGRITY PACT

- II. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- III. The Bidder/Contractor will not commit any offence under the relevant anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

#### Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

Contractor 2 Company

# PART-VI INTEGRITY PACT

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

#### Section 5 - Previous transgression

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

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

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

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

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

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

- 1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- 3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Contractor 3 Company

# PART-VI INTEGRITY PACT

- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

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

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

## Section 10 - Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

For the Principal	for the Bidder/Contractor
Place: Duliajan.	Witness 1:
Date:	Witness 2:

Contractor 4 Company

## UNDERTAKING BY BIDDER IN RESPECT OF QUOTED PRICE AGAINST TENDER

Description of Work: Improvement of site for setting up drilling satellite camp at Anandabag area by earth filling, construction of gravelled road and parking area development, construction of boundary wall using PRE PAINTED GALVALUME/GALVANISED SHEET with concertina coil (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, precoated galvanised sheet etc. has to be provided by contractor), construction of footpath with lean to roof (only scraped pipe for post will be provided, Hollow section steel bar for horizontal member, PRE PAINTED GALVALUME/GALVANISED SHEET ROOFING etc. has to be provided by contractor), construction of kitchen cum dinning, toilet etc. including supply of all materials except cement and CGI sheets for kitchen cum dinning, toilet.

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 (vii) IP 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)

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)

To CGM-CONTRACTS OIL INDIA LIMITED DULIAJAN

Dear Sirs.

fo Clause	s in connection with the Bid submitted by(Name of the Bidder) against Tender r(subject of the Tender). As per the conditions stipulated in e 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.

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.

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.

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.

Yours faithfully,	
1. Authorized Signatory (BIDDER)	
Place:-	
Date:- ************************************	******

# Annexure-II

# FORM OF PERFORMANCE BANK GUARANTEE TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE

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

M/s OIL INDIA LIMITED. CONTRACTS DEPARTMENT DULIAJAN, ASSAM, INDIA, PIN-786602 \_ (Name and address of Contractor) (hereinafter called WHEREAS "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:

Contd.... P/2

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

IFSC CODE OF THE BANK:

Address of the Controlling Office of the BG issuing Bank:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

B. Controlling Office:

Designation \_\_\_\_\_

Annexure-II

#### Page No. 2

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 – HDFCINBBCAL; 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

Desc	ription of Project:				t No. & Da			
Contractor's Name :			Schedul	led Completic	on 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	Signa	ture of Engin	eer-in-charge	,	Signatu	re 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 informat Ref: Your tender No Dated	
To, CGM - Contracts Contracts Deptt, <u>OIL, Duliajan</u>	
Sir,	
With reference to our quotation against your all no fraudulent information/documents have been	
We take full responsibility for the submission o above cited bid.	f authentic information/documents against the
We also agree that, during any stage of the tinformation/documents submitted by us are fouto reject our bid at any stage including forfeituaward of contract and/or carry out any other per	und to be false/forged/fraudulent, OIL has right are of our EMD and/or PBG and/or cancel the
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	2)
***************	************