

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
CDC5474L21	Construction of walking track (350.00 Mtr long X 3.00 Mtr wide) of walking track inside Nehru Maidan, Duliajan, including supply of all materials except cement.	C	NIL
Bid Closing / Opening Date & Time for the above work : 17-11-2020 at 11.00/14.00 Hrs.			
Bidder shall require User ID and Password for online submission of Bid.			
Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal .			
Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.			
No physical Bid documents will be issued. The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com . The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com .			
All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep them updated.			
This tender document is issued to OIL Registered 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.			

Date: 19.10.2020

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

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

OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from **OIL's Registered '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:

DESCRIPTION OF WORK/ SERVICE: Construction of walking track (350.00 Mtr long X 3.00 Mtr wide) of walking track inside Nehru Maidan, Duliajan, including supply of all materials except cement.

TENDER VALUE: ₹ 26,14,763.32

LOCATION OF WORK: **Nehru Maidan, Duliajan**

CONTRACT PERIOD: **20 Weeks**

BID CLOSING/ OPENING DATE & TIME: **17.11.2020 (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.

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

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

In case of identical bidding, Draw of Lots shall be conducted amongst the bidders who have quoted the lowest price (within the permissible percentage) under the "Total Bid Value" tab, to select 7 (seven) numbers of bidders priority-wise. The Technical & Commercial Scrutiny of bids will be carried out for these 7(seven) bidders only for further processing of the tender.

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

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

7.0 To participate in OIL's E-procurement tender, bidders must have a legally Valid Digital Signature of Class 3 [**Organizational Type**] with Organizations Name along with **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name (i.e. Firm's Name)** are not acceptable.

8.0 The authenticity of above Digital Signature shall be verified through authorized CA after bid opening. If the **Digital Signature Certificate (DSC)** used for signing is not of "**Class -3**" & Organizational type with Organization's name in the name of bidder (i.e. Firm's Name), the bid will be rejected.

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

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 no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened. Bidders are requested to take note of the above and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

(b) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within bid validity period will lead to forfeiture of his/her/their Bid Security in full and debarment from participation in future tenders, at the sole discretion of the Company and the period of debarment will be decided as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

(c) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

15.0 The Bid must be valid for 90 (Ninety) days from the actual date of closing of the tender.

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

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

18.0 Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract); and all PF related statutory guidelines shall be adhered to by the bidder.

19.0 Before Bidding :

- Bidder(s) are advised to inspect the work site with permission from HOD-Civil or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. The bidder may also seek such clarification from this office as are deemed necessary.
- Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.

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

21.0 PERFORMANCE SECURITY DEPOSIT:

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

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

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	10494832599

e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

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

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

Note:

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

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

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

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

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

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

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

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

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

25.0 Time Schedule: The time allowed for completing the work will be reckoned from the date of issue of work order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.

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

27.0 BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, the Bid Security will be forfeited and be debarred from further tendering as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

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

29.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website. **Annexure IV must be duly filled in bidder's letter head and upload the scanned copy of the same along with techno-commercial bid.**

30.0 ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

31.0 Bidder(s) must also furnish the followings:

- a) NAME OF FIRM :
- b) DETAIL POSTAL ADDRESS :
- c) MOBILE / TELEPHONE NO :
- d) E-MAIL ADDRESS :
- e) FAX NO (If available) :
- f) CONTACT PERSON :
- g) VENDOR CODE :
- h) GST Registration Number (If available):

32.0 The tender will be governed by :

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

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

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

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

NB: In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

34.0 SCREEN SHOT :

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

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

The screenshot shows the 'Create RFx Response' interface. At the top, there are tabs: 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFx Response', and 'Close'. Below these, a summary bar displays: 'RFx Response Number 60038748', 'RFx Number 1396', 'Status In Proce', 'RFx Owner BHARALI', 'Total Value 0.00 INR', and 'RFx Response Version Nu'. The main content area has tabs for 'RFx Information', 'Items', 'Notes and Attachments', and 'Conditions'. Under 'RFx Information', there are sub-tabs: 'Basic Data', 'Questions', and 'Technical Attachments'. The 'Basic Data' tab is active, showing 'Event Parameters'. Within this section, 'Currency' is set to 'Indian Rupee', 'Detailed Price Information' is set to 'No Price', and 'Terms of Payment' is empty. The 'Total Bid Value' field is highlighted with a red box. A blue callout bubble points to this field with the text: "Total Bid Value" considering all liabilities, taxes & duties except PF & GST.

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

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

Note:

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

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

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

RFX Response Number: 60037504, RFX Number: TESTARUP, Status: In Process, Submission Deadline: 15.04.2017 11:00:00 INDIA, Opening Date: 15.04.2019 00:00:00 INDIA

Basic Data | Questions | **Technical Attachments** | Conditions | Summary | Tracking

Notes

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

Attachments

cFolder Attachments

cFolder Name	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

C. Uploading of UNDERTAKING IN RESPECT OF QUOTED PRICE:

RFX Response Number: 60032549, RFX Number: SDIO66P17, Status: Saved, Submission Deadline: 26.02.2017 11:00:00 INDIA, Opening Date: 26.02.2019 11:00:00 INDIA, Remaining Time: 4 Days 01:50:00

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

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

Notes

Assigned To	Category	Text Preview
The table does not contain any data		

Attachments

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

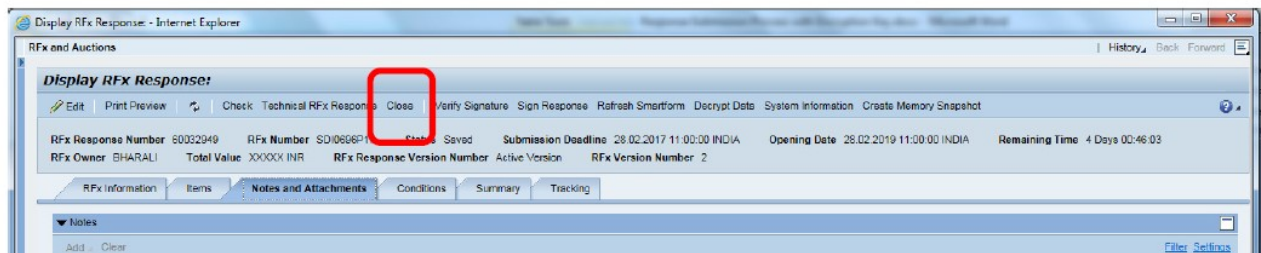
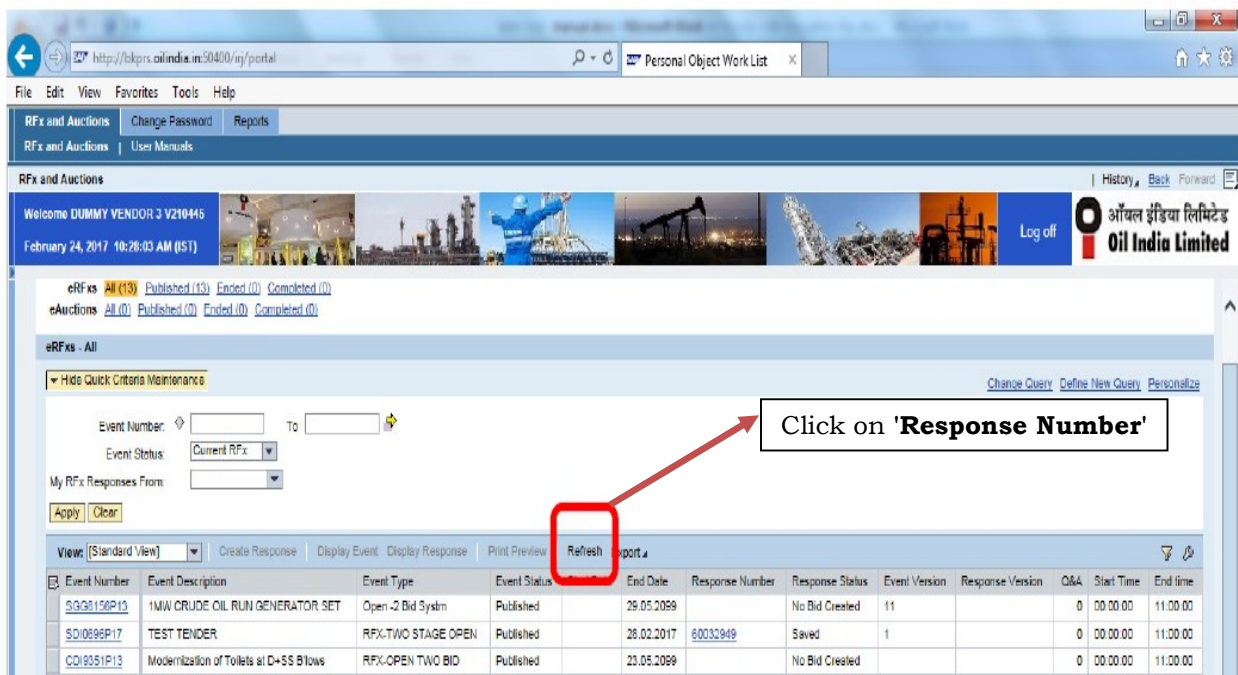
D. After Uploading of Proforma-I Click 'Save'

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

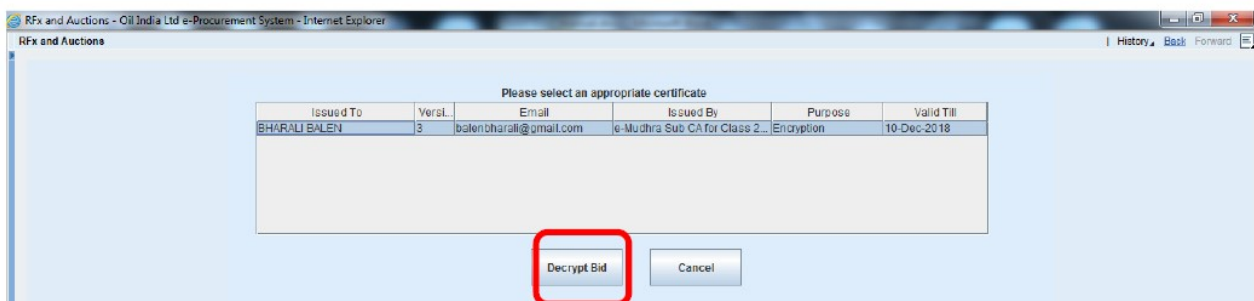
E. Click to select the desired Encryption certificate & Encrypt Bid:

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

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

G. Click on 'Close'**H. Click on 'Refresh'. Then Click on 'Response No.'**

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

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

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

Click '**Check**'

Edit RFX Response:

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

☒ RFX response is complete and contains no errors

RFX Response Number: 60032949 RFX Number: SCID686P17 Status: Saved Submission Deadline: 28.02.2017 11:00:00 INDIA Opening Date: 28.02.2019 11:00:00 INDIA Remaining Time: 3 Days 21:23:24

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

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Event Parameters

Currency: Indian Rupee Incoterm: EXW KOLKATA

Detailed Price Information: No Price

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

Status and Statistics

Created On: 23.02.2017 10:34:53 INDIA

Created By: Mr. V210445 Test vendor

Last Processed On: 24.02.2017 09:40:12 INDIA

Last Processed By: Mr. V210445 Test vendor

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

Edit RFX Response:

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

☒ RFX response is complete and contains no errors

RFX Response Number: 60032949 RFX Number: SCID686P17 Status: Saved Submission Deadline: 28.02.2017 11:00:00 INDIA Opening Date: 28.02.2019 11:00:00 INDIA Remaining Time: 3 Days 21:23:24

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

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Event Parameters

Currency: Indian Rupee Incoterm: EXW KOLKATA

Detailed Price Information: No Price

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

Status and Statistics

Created On: 23.02.2017 10:34:53 INDIA

Created By: Mr. V210445 Test vendor

Last Processed On: 24.02.2017 09:40:12 INDIA

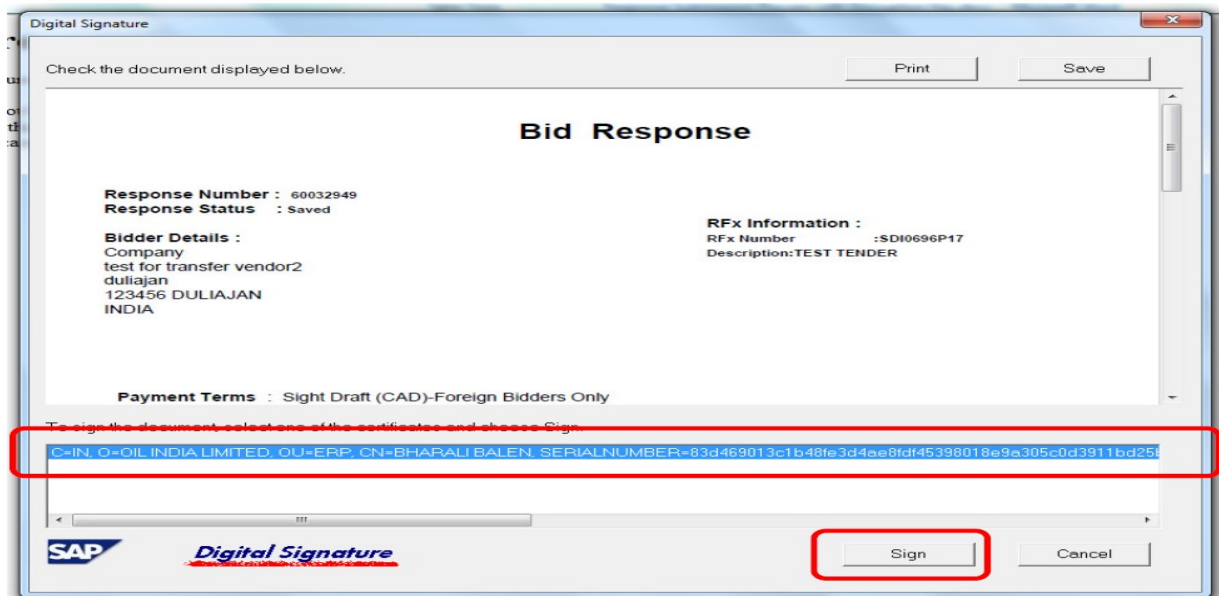
Last Processed By: Mr. V210445 Test vendor

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

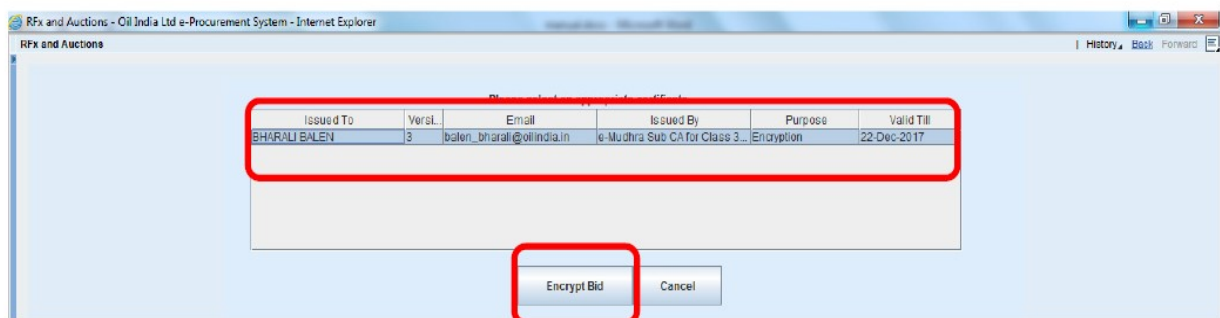
E-TENDER NO.: **CDC5474L21**

COVERING LETTER

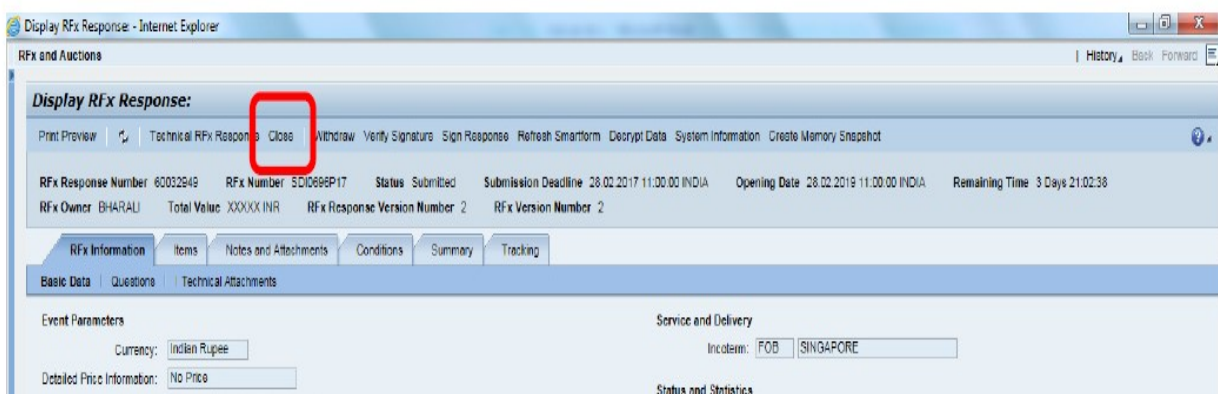
L. After Clicking '**Submit**' below pop up will open. Select Digital Signature & **Sign**.



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



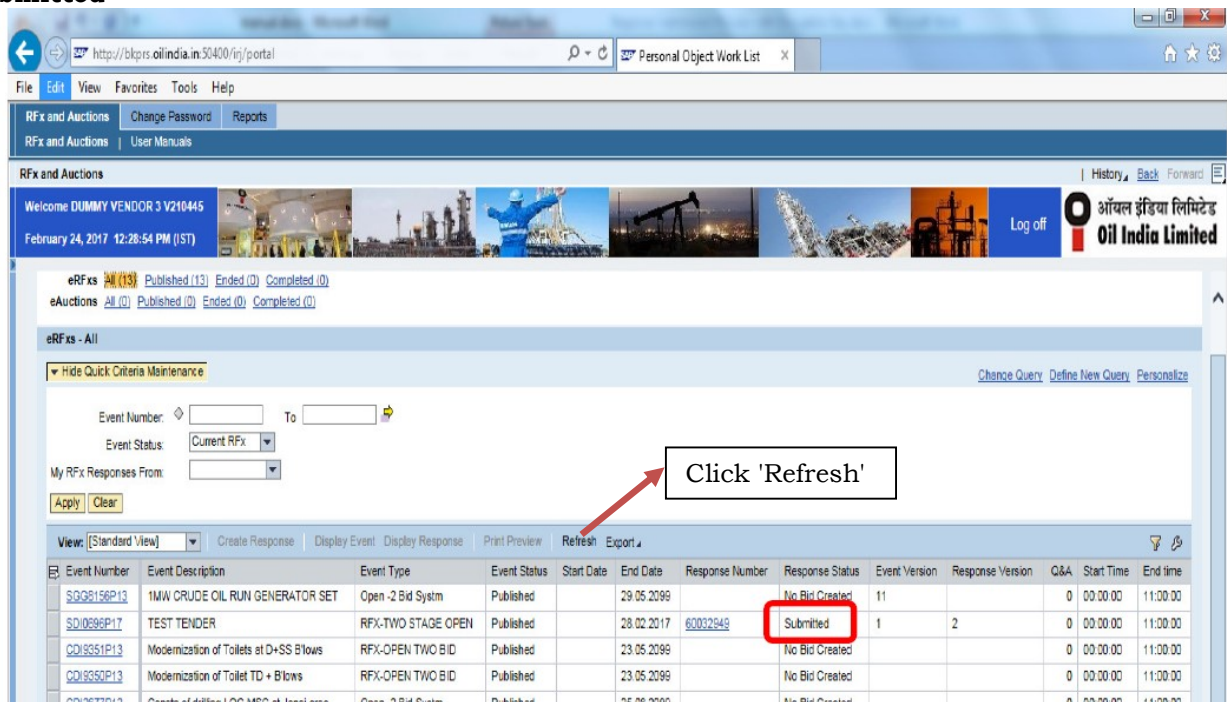
N. Click '**Close**'



E-TENDER NO.: **CDC5474L21**

COVERING LETTER

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



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

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

CGM-CONTRACTS
For RESIDENT CHIEF EXECUTIVE

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)**(A). BID EVALUATION CRITERIA (BEC):**

1.0 The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to **BEC** must be submitted along with the Techno-Commercial Bid.

2.0 OIL Registered '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 The bidders **must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class 3 [Organization Type]** to upload all the documents. If the **Digital Signature Certificate (DSC)** used for signing is not of "**Class -3**" & Organizational type with Organization's name in the name of bidder (i.e. Firm's Name), the bid will be rejected.

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

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

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

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

6.0 The bids conforming to the specifications, terms and conditions stipulated in the tender documents and considered to be responsive will be evaluated as per the procedure mentioned below:

- i. Bid will be opened on schedule date & time as specified in the NIT and all the bids where the bidders have quoted the lowest price (within the permissible percentage as per NIT) under the **"Total Bid Value" tab** in e-tender portal and who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender will be selected for conducting Draw of Lots (DoL). DoL will be conducted within a short period after Bid Closing Date. In the DoL, 7 (seven) numbers of bidders will be selected first, in the order of B-1 (Bidder-1), B-2 B-3, B-4, B-5, B-6 and B-7. The technical and commercial scrutiny will be carried out for these seven bidders only. If the bid of bidder B-1 is found to be techno-commercially qualified, B-1 will be the successful bidder (Priority-1 bidder) and the contract will be awarded to B-1. If B-1 is not found to be techno-commercially qualified but B-2 is techno-commercially qualified, B-2 will be awarded the contract, ---- and so on; i.e. whoever becomes the first technically qualified bidder in the order of B-1 → B-2 → B-3 → B-4 → B-5 → B-6 → B-7, will be

the successful bidder (P-1). In this way, P-1 (Priority-1) and P-2 bidders will be selected. The contract will be awarded to the P-1 bidder only. However, in case the bidder P-1 is not able to carry out the job due to any reason, P-2 may be awarded the job, if the same is approved by Company's competent authority. In case, none of these seven bidders are found to be technically acceptable, the draw of Lot will be again conducted to select 7 more bidders as B-8 to B-14 and similar steps will be followed thereon as explained above. The system of conducting further draw of lots will be followed till a technically acceptable bidder is selected.

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

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

(B). BID REJECTION CRITERIA (BRC):

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

(C). GENERAL:

- i. Submission of Forged Documents: Bidders should note that Company may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract and forfeit EMD / SD submitted by the bidder(s), besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website.
- ii. In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
- iii. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- iv. If any of the clauses in the BEC/BRC contradicts with other clauses of Bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- v. Bidder(s) must note that requisite information/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- vi. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- vii. If any of the clauses in the BEC/BRC contradicts with any of the clauses/disclaimer/guideline/user manual/report or any other field displayed in the e-tender portal, the clauses in the BEC/BRC shall prevail.

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

DESCRIPTION OF WORK/SERVICES: Construction of walking track (350.00 Mtr long X 3.00 Mtr wide) of walking track inside Nehru Maidan, Duliajan, including supply of all materials except cement.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. The Contractor must complete the work within **20 weeks** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. SPECIAL CONDITIONS:

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

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

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

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

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

e) The Contract cost is excluding P.F. & GST. The P.F deposited by the Contractor, will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost. Wage component of the Contract cost is 20.65 %.

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

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

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

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

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.

l) Materials if rejected should be removed from site within 48 (forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.

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

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

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

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

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

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

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

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

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

21. SPECIAL INSTRUCTION

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

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

22.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

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

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

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

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

22.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

22.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

22.9 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

22.10 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

22.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

22.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

22.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

22.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

22.15 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

22.16 Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **GST** shall be passed on to the OIL.

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

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

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

22.18 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars

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

22.19 ANTI-PROFITEERING CLAUSE

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

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

23. ARBITRATION:

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

Place of Arbitration: Duliajan, Dibrugarh, Assam.

24. FORCE MAJEURE:

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

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

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

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

27. SET OFF CLAUSE:

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

28. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

29. ERRING / DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

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

(Signature of Contractor or his legal Attorney)

(Full name of signatory)

(Seal of Contractor's firm)

(Signature of witness)

(Full name of Signatory)

Address:

(Signature of Acceptor)

Designation: -----

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

WORKS CONTRACT

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	GROUP A SEC A				
1	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	1,850.000	15.90	29415.00
2	Cutting, uprooting & removing wild growth from slab, chajja, wall etc. & cleaning properly upto a height of 4m & disposing the cut materials as directed.	M2	1,850.000	15.61	28878.50
3	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil	M3	135.000	134.32	18133.20
4	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	M3	135.000	144.82	19550.70
5	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 136 (1Cement 3 coarse sand 6 graded stone aggregate 20 mm nominal size)	M3	20.000	1384.73	27694.60
6	Brick work with modular bricks of class designation 75 in foundation and plinth in Cement mortar 14 (1 cement 4 coarse sand)	M3	105.000	1200.68	126071.40
7	12mm cement plaster finished with a floating coat of neat cement of mix 13 (1 cement 3 fine sand)	M2	500.000	173.56	86780.00
8	Sand / silt filling in 150mm layers, consolidating each layer by ramming and watering in foundation, plinth etc. including carrying upto 30m. away and lift, if any, not exceeding 2m. (Supply of sand will be paid extra)	M3	500.000	167.01	83505.00
9	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 13) and carrying all materials from a distance of upto 30.00m.	M2	1,000.000	145.38	145380.00
10	Centring and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns, etc. for mass concrete.	M2	120.000	162.12	19454.40
11	Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00m.	M3	80.000	292.70	23416.00
12	Mud mortar	M3	80.000	432.48	34598.40
	GROUP A SEC B				
1	Supply of Local bricks- First Class	NO	83,300.000	11.69	973777.00
2	Supply of Timber for shuttering	DM3	1,500.000	24.20	36300.00
3	Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish	M3	600.000	1099.86	659916.00

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
4	Supply of Jhama bricks bats-each bat not smaller than 1/3 of a full brick	M3	104.000	2262.45	235294.80
5	Supply of broken stone-Boulder broken (18mm graded - down to 10mm) heard& clean	M3	19.000	2597.28	49348.32
6	Hire charges of Diesel Road Roller - 8 to 10 tonne	DAY	5.000	3450.00	17250.00

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

Note:

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

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

PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

DESCRIPTION OF WORK/SERVICES: Construction of walking track (350.00 Mtr long X 3.00 Mtr wide) of walking track inside Nehru Maidan, Duliajan, including supply of all materials except cement.

1.0 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.

2.0 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 meters outside the periphery of the area under clearance. The rate of such site clearance is included in the rate of earthwork.

3.0 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.

4.0 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. Proper vibration to be done as per IS recommendation. Floor paneling is to be done in the line of expansion joint as directed by Engineer In-charge.

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, seashells 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.

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 meter. While measuring the aggregate and sand the boxes shall be filled without shaking, ramming or 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 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.

5.0 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 loosening - 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.

In normal circumstances (temperature not below 15 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 days
 - ii) Spanning above 6 m: 21 days

In no circumstances shall forms be struck until the concrete reaches 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.

6.0 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 where so 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.

7.0 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

8.0 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: 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.

9.0 FILLING EXCAVATED EARTH IN PLINTH OR UNDER FLOORS:

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 used.

10.0 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 until the Engineer-in-charge has inspected and approved the filling.

11.0 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.

12.0 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.

13.0 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.

14.0 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.

15.0 In case of any ambiguity/conflict among various documents the decision of Engineer-in-charge will be final and binding.

16.0 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.

17.0 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 days 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. 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.
- viii. 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 Company on Chargeable basis depending on its availability & approved by the competent authority.
- ix. The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- x. 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-fulfillment of this condition.
- xi. The Contractor will be required to work expeditiously at the site.
- xii. 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.

- xiii. Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor(whenever applicable) to Engineer-in-Charge before starting of dismantling or the other execution of job.
- xiv. The contractor must engage at least one or as mentioned in the Contract Agreement qualified Technical personal.
- xv. 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.

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

- 1) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating, ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub-sub-contractors.
- 2) Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment (PPE) as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness will have to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company for providing the same. Company will provide the safety items, if available. But in turn, Company will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the Contractor and how it is to be managed.
- 4) The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
- 5) The Contractor shall keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6) The Contractor has to ensure that all works are carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.
- 7) All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in Company's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/ Engineer-in-charge /Official /Supervisor /Junior Engineer-in-charge for safe operation.
- 9) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

- 10) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 11) The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of Company.
- 12) The Contractor has to keep a register of the persons employed by him. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 13) If the Company arranges any safety class / training for the working personnel at site (Company employee, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 14) The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres as per Company's requirement & proof of such test(s) is to be submitted to Company. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 15) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 16) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
- 17) A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 18) A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 19) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 20) In case Contractor is found non-compliant of HSE laws as required, Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per prevailing relevant Acts/Rules/Regulations.
- 21) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures by the Contractor, Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 22) The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 23) For any HSE matters not specified in the contract document, the Contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

19.0 The contractor shall deposit the PAN and GST registration number (if applicable, as per Statutory GST Regulations) as and when required by the Company. If the above are not available with the contractor, the contractor must apply for the same after signing of the Contract and submit the same within 45 days of signing the contract (or as and when advised by the Company, after 45 days of signing the contract). Moreover, the statutory guidelines of Goods and Service Tax (GST) shall be adhered to by the contractor.

20.0 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.

- a) Concrete Mixture Machine - 01 No.
- b) Cube mould (150mm x 150mm x 150mm) - 09 Nos.

- c) Slump Cone - 01 No.
- d) Diesel Road Roller: 8-10 T – 01 No.

21.0 A Hindrance Register shall be maintained in the enclosed Format to record all hindrances encountered during execution of works against the contract. The items of work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.

22.0 Company reserves the right to initiate actions against the bidder / contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

23.0 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 (Will be issued from Company's godown at Duliajan or other godowns)

2) **PLANTS AND EQUIPMENT:** Nil

NOTE: All empty cement bags must be returned to Materials Godown, Duliajan failing which Rs 8/- (Rupees Eight only) per bag for empty cement bags will be recovered from the Contractor's bill.

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Construction of walking track (350.00 Mtr long X 3.00 Mtr wide) of walking track inside Nehru Maidan, Duliajan, including supply of all materials except cement.

Sir,

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

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

i) _____
ii) _____
iii) _____

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

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

(Seal)

Date_____

Yours Faithfully

M/s_____

CONTRACTOR

UNDERTAKING BY BIDDER IN RESPECT OF QUOTED PRICE AGAINST TENDER

Description of Work:

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

- a) That I/we have gone through all the tender documents (i) Covering Letter (ii) BEC/BRC (iii) GCC (iv) SOQ (iv) SCC (v) SCPME (vi) SM and agree with all the terms and conditions provided there in.
- b) I/We have submitted the “One Time Security Deposit” in line with OIL’s notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender.
- c) That I/we hereby offer to execute the work described above at the price quoted in the “Total Bid Value” (under RFx Information > Basic Data > Total Bid Value) inclusive of all liabilities including statutory liabilities except PF & GST in accordance with the Contract Terms & Conditions, which I/ we have fully understood.

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

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

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

Dear Sirs,

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

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

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

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

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

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

Yours faithfully,

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

Place:-

Date:-

Annexure-II

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Contd.... P/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.

UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,
The Oil India Limited
Contracts Department
Duliajan – 786602
Assam

We M/s are submitting the Performance security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. for an amount of INRvalid up to as per terms and conditions of the Contract No.

PBG issuing bank details:-

Bank:

Branch:

IFS Code:

Contact Details

E-mail Address:

Mobile:

Telephone:

Fax:

Correspondence Address

House No/Street/City:

State:

Country:

Pin Code:

Declaration:-

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank using the details mentioned in the Contract document and hereby confirming the correctness of the details mentioned.

Authorised Signature_____

Name_____

Vendor Code_____

Encl: Original performance bank guarantee

ANNEXURE III - FORMAT FOR HINDRANCE REGISTER

Description of Project :

Contract No. & Date :

Contractor's Name :

Scheduled Completion Date :

Sl. No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of hindrance	Date of Removal of hindrance	Period of hindrance	Overlapping Period, if any	Net hindrance days	Remarks
Signature of Contractor's Representative			Signature of Engineer-in-charge			Signature of HoD		

Annexure- IV

**Format of undertaking by Bidders towards submission of authentic
information/documents**

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
CGM - Contracts
Contracts Deptt,
OIL, Duliajan

Sir,

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

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

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

Yours faithfully,

For (Name of the firm _____)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)
