

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

WORKS CONTRACT

OIL INDIA LIMITED (OIL) invites Bids under Limited Composite bid System from **OIL Registered 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
CDC6661L22	Construction of asphalted approach road with WBM and premixing to Well plinth BRK#10 and Barekuri QPS in Barekuri area of Chandmari Zone in Tinsukia District including supply of all materials and equipment except Bitumen and Cement.	C	NIL

Bid Closing / Opening Date & Time for the above work : 06-05-2021 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: 06.04.2021

DGM Contracts (Civil)
For GM-Contracts (HOD)
For RESIDENT CHIEF EXECUTIVE

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

WORKS CONTRACT

OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from **OIL's Registered '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 asphalted approach road with WBM and premixing to Well plinth BRK#10 and Barekuri QPS in Barekuri area of Chandmari Zone in Tinsukia District including supply of all materials and equipment except Bitumen and Cement.**

TENDER VALUE: ₹ 26,13,984.57

LOCATION OF WORK: Barekuri (Chandmari) OIL Field area

CONTRACT PERIOD: 24 Weeks

BID CLOSING/ OPENING DATE & TIME: 06.05.2021 (11:00 HRS/14:00 HRS)

TENDER FEE: Nil

BID SECURITY DEPOSIT: Nil

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

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 If the above mentioned closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.

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

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

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

5.0 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.

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

7.0 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.

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

9.0 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.

10.0 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>.

11.0 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.

12.0 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.

13.0 (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.

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

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

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

17.0 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.

18.0 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.

19.0 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 within 02 (two) weeks from the date of issuance of LOA.

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

21.0 The amount of retention money (3% of total contract cost) shall be released after 6 (six) months from the date of completion certified by the concerned department.

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

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

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

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

26.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder and the contract is not signed within the time specified in the Bid Document, the Bid Security

shall be forfeited and the bidder shall be dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

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

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

29.0 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):

30.0 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.

31.0 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.

32.0 SCREEN SHOT :

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

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

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

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

Note:

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

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

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

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

RFX Response Version Number Active Version RFX Version Number 1

Basic Data Questions **Technical Attachments**

▼ Notes

Clear

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

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Chk
The table does not contain any data						

C. Uploading of UNDERTAKING IN RESPECT OF QUOTED PRICE:

RFX Response - Internet Explorer

RFX and Auctions

Edit RFX Response:

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

RFX Response Number 60032949 RFX Number SIO696P17 Status Saved Submission Deadline 28.02.2017 11:00:00 INDIA Opening Date 28.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:50:00

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

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

▼ Notes

Add Clear

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

▼ Attachments

Sign Attachment Add Attachment Edit Description Delete Create Qualification Profile

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

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

RFX Response - Internet Explorer

RFX and Auctions

Edit RFX Response:

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

RFX Response Number 60032949 RFX Number SIO696P17 Status Saved Submission Deadline 28.02.2017 11:00:00 INDIA Opening Date 28.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:19:48

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

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

▼ Notes

Add Clear

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

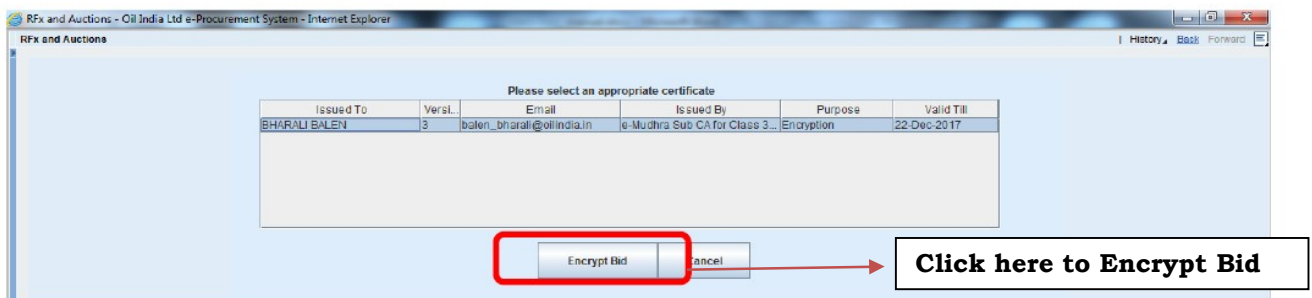
▼ Attachments

Sign Attachment Add Attachment Edit Description Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE_BID.xls.sig	1		☐	sig	10	V210445	24.02.2017

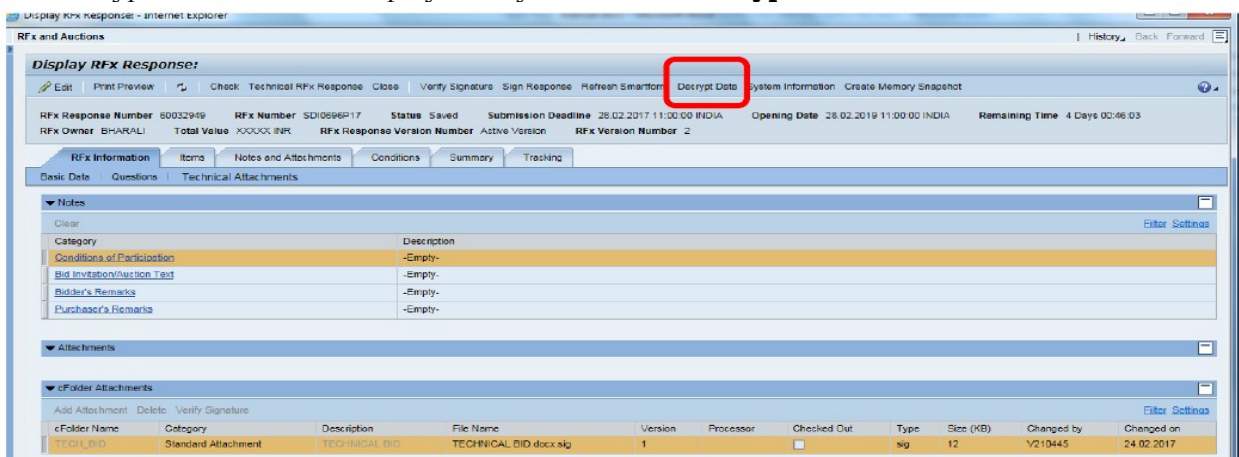
Once Saved ,the Data will be Encrypted & the Encryption Certificate will be in use.

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

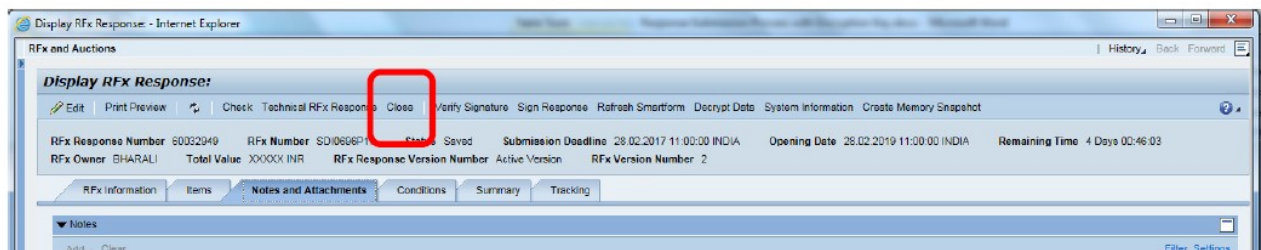


The Encrypted Data will be displayed only when click 'Decrypt data'

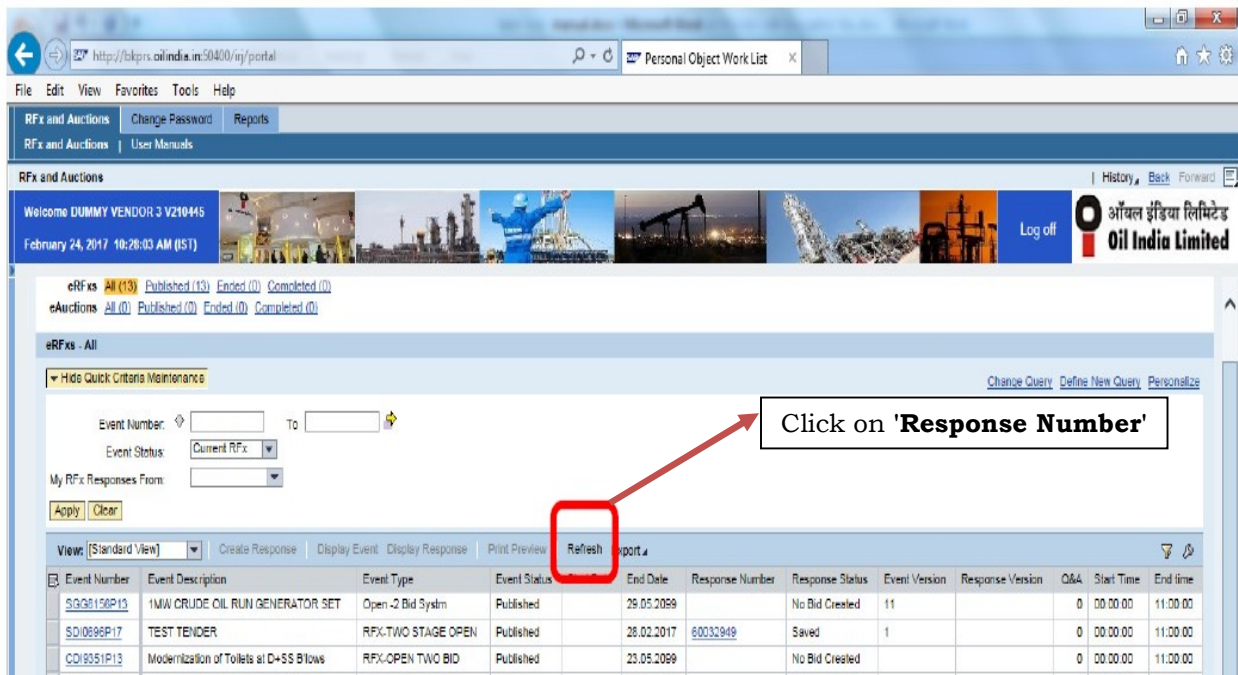
F. The Encrypted Data will be displayed only when click 'Decrypt data'



G. Click on 'Close'

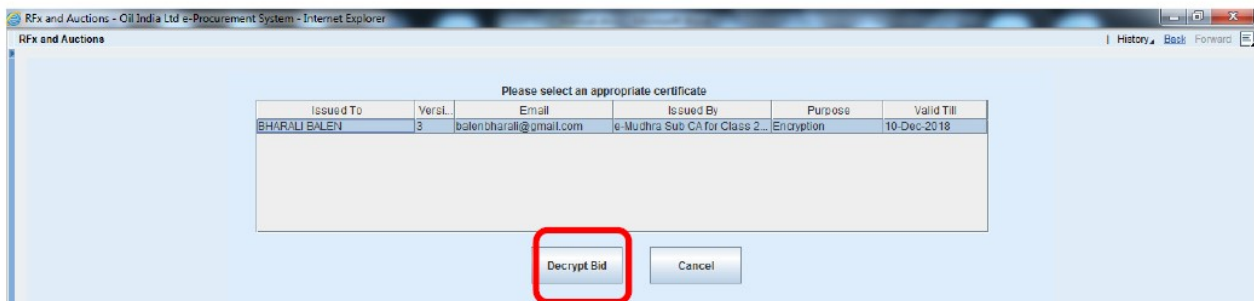


H. Click on 'Refresh'. Then Click on 'Response No.'

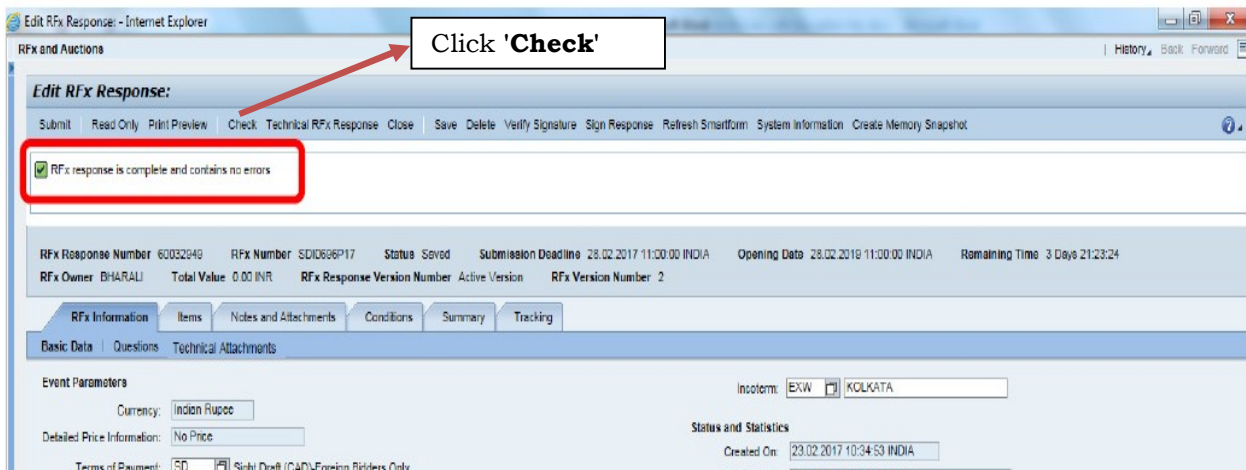


Now Uploading part is complete. Bidders are requested to go to the Initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

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



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



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

Edit RFx Response:

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

RFx response is complete and contains no errors

RFx Response Number: 60032949 RFx Number: SDI0696P17 Status: Saved Submission Deadline: 28.02.2017 11:00:00 INDIA Opening Date: 28.02.2016 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

Detailed Price Information: No Price

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

Incoterms: EXW KOLKATA

Status and Statistics

Created On: 23.02.2017 10:34:53 INDIA

Created By: Mr. V210445 Test vendor

Last Processed On: 24.02.2017 09:40:12 INDIA

Last Processed By: Mr. V210445 Test vendor

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

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

Check the document displayed below.

Print Save

Bid Response

Response Number : 60032949
Response Status : Saved

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

RFx Information :
RFx Number : SDI0696P17
Description: TEST TENDER

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

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

C:\IN_O=OIL INDIA LIMITED, OU=ERP, CN=BHARALI BALEN, SERIALNUMBER=83d469013c1b48fe3d4ae8fd45398018e9a305c0d3911bd25f

SAP Digital Signature

Sign Cancel

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

RFx and Auctions - Oil India Ltd e-Procurement System - Internet Explorer

RFx and Auctions

Issued To	Ver/L	Email	Issued By	Purpose	Valid Till
BHARALI BALEN	3	balen_bharali@oilindia.in	e-Mudhra Sub CA for Class 3	Encryption	22-Dec-2017

Encrypt Bid Cancel

N. Click '**Close**'

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

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

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

GM-CONTRACTS (HOD)
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. Guarantee of material / work
 - i. Arbitration / Resolution of Dispute
 - j. Force Majeure
 - k. Applicable Laws
 - l. 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.

WORKS CONTRACT

DESCRIPTION OF WORK/SERVICES: Construction of asphalted approach road with WBM and premixing to Well plinth BRK#10 and Barekuri QPS in Barekuri area of Chandmari Zone in Tinsukia District including supply of all materials and equipment except Bitumen and 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 i.e. the rates of OIL's SOR, 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 24 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 97% 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) Retention Money @ 3 % will be kept as Performance Security Deposit against the contract and will be deducted from the running bill. The amount of retention money shall be released after 6(six) months from the actual date of completion of the work. A part or whole of retention money shall be used by the Company in realisation of liquidated damage or claims, if any, or for adjustment of compensation or loss due to the Company for any reason. The retention money shall not earn any interest.

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 16.60 %.

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: -----

WORKS CONTRACT
SCHEDULE OF WORK, UNIT AND QUANTITY

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	GROUP A SEC A				
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m. All kinds of soil	M2	900.00	16.17	14553.00
2	Scarifying Existing Granular Surface to a Depth of 50 mm by Manual Means (Scarifying the existing granular road surface to a depth of 50mm and disposal of scarified material within all lifts and leads upto 1000 metres.)	M2	1811.70	33.89	61398.51
3	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and compacting, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	243.00	414.48	100718.64
4	CONSTRUCTION OF 150MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. (Road roller supplied by contractor).	M2	1811.70	98.67	178760.44
5	CONSTRUCTION OF WATER BOUND MACADAM base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec. 404) and as directed as applied over new consolidated surface. (Road roller supplied by contractor).	M2	3623.40	115.85	419770.89
6	LABOUR FOR PRE-MIX CARPETING OF 20 mm THICK WITH CHIPS or pea-gravel and bitumen over a tack-coat after cleaning the road surface with wire brush, brush broom and fanning with gunny bag etc., heating the bitumen to proper temperature, mixing 12mm and 10mm size chips or pea gravels in the ratio 2:1 by volume, heating the aggregates suitably adding bitumen at 9.50Kg per 10 sq. m or 52Kg per cubic metre of 12mm chips or pea gravels and 5.10Kg per 10 sq. m or 56 Kg per cu. m of 10mm chips or pea gravels preferably in a mechanical mixer or by other mixer of approved type until the chippings or pea gravels are thoroughly coated with binder, spreading the pre-mix with rakes to the desired thickness and camber immediately after applying the tack coat over the existing WBM surface (Tack coat will be paid separately), checking the camber by templates, evening out irregularities and rolling the surface with a roller of 8 to 10 ton capacity, wetting the wheels of the roller to prevent pre-mix from sticking and continuing rolling till the pre-mix is compacted. High and low spots observed are to be corrected by adding or removing pre-mix chippings or pea gravels, excess rolling to be avoided, including carriage of bitumen from company's store or yard to the site of work, (Tenderer to provide watch & ward & hot-mix plant supplied by Contractor. Road roller, Bitumen supplied by company). i) Using hot-mix plant	M2	1811.70	101.58	184032.49
7	Applying tack coat with bitumen emulsion/bitumen at the rate of 0.20 kg per sqm on the prepared bituminous/granular surface cleaned.	M2	1811.70	5.17	9366.49
8	Supplying & Laying Reinforced cement concrete pipe NP3 900 mm dia (prestressed concrete pipe) for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets.	M	10.00	7346.00	73460.00
9	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 136 (1 Cement 3 coarse sand 6 graded stone aggregate 20 mm nominal size)	M3	2.00	1405.53	2811.06

E-TENDER NO. CDC6661L22**Part-II SOQ**

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
10	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in Cement mortar 14 (1 cement 4 coarse sand)	M3	10.00	1476.36	14763.60
11	12mm cement plaster of mix 14 (1 cement 4 fine sand)	M2	20.00	143.77	2875.40
12	Providing and laying seal coat sealing the voids in a bituminous surfacelaid to the specified levels, grade and cross fall using Type A sealcoats. (Road roller provided by Contractor).	M2	1811.70	4.08	7391.74
GROUP A SEC B					
1	Supply of Local bricks- First Class	NO	4600.00	11.43	52578.00
2	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	M3	231.90	1662.33	385494.33
3	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disintegrated pieces, organic and other foreign matters (63mm to 45mm graded)	M3	358.72	2596.13	931283.75
4	Supply of Broken stone-Boulder broken 25mm graded down to 12mm, hard and clean.	M3	1.84	2960.68	5447.65
5	Supply of Broken stone (Boulder broken) (6mm graded down to 2mm), hard and clean.	M3	16.31	2129.23	34727.74
6	Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish	M3	3.86	1329.29	5131.06
7	Supply of Broken stone (Boulder broken 12 mm to 6 mm)	M3	48.92	2596.13	127002.68
GROUP A SEC C					
1	Carriage of material by mechanical transport including loading, unloading and stacking Tar Bitumen Beyond 4KM and Upto 5KM	TON	5.00	139.62	698.10
2	Extra on Carriage of material by mechanical transport including loading, unloading and stacking Tar Bitumen on every additional KM Beyond 5KM and Upto 10KM	TPM	25.00	11.04	276.00
3	Extra on Carriage of material by mechanical transport including loading, unloading and stacking Tar Bitumen on every additional KM Beyond 10KM and Upto 20KM	TPM	50.00	9.26	463.00
4	Extra on Carriage of material by mechanical transport including loading, unloading and stacking Tar Bitumen on every additional KM Beyond 20KM	TPM	125.00	7.84	980.00

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

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.

WORKS CONTRACT**SPECIAL CONDITIONS OF CONTRACT**

DESCRIPTION OF WORK/SERVICES: Construction of asphalted approach road with WBM and premixing to Well plinth BRK#10 and Barekuri QPS in Barekuri area of Chandmari Zone in Tinsukia District including supply of all materials and equipment except Bitumen and Cement.

1.0 SITE CLEARANCE: All the dismantled goods to be handed over to the Company in proper condition. Contractor will be responsible for any items missing from site and the same will be recovered from his bill.

2.0 EARTH WORK IN EXCAVATION: In works specified involving widening of existing pavements or providing treated shoulders, unless otherwise specified, the shoulder shall be removed to their full width and to levels shown on drawing or as indicated by the Engineer-In- Charge. While doing so, Care shall be taken to see that no portion of the existing pavement designated for retention is loosened or disturbed. If the existing pavement gets disturbed or loosened, it shall be dismantled and cut to a regular shape with sides vertical and the disturbed/loosened portion removed completely and re-laid as directed by Engineer-In-Charge, at the cost of Contractor. The materials obtain from the excavation of shoulder shall be used for filling up of Road way embankment, the existing pits in the right -of-way as directed by Engineer-In-Charge including leveling and spreading with all lifts and lead up to 1000m and no extra payment shall be made for the same. Unsuitable and surplus materials not intend for use within the lead specified above shall also, if necessary, be transported with all lifts and lead beyond initial 1000m, disposed of or used as directed by the Engineer-In-Charge. The Contractor shall have full responsibility of the stability of the excavation and safety of the workmen.

3.0 WBM SURFACE: The sub-grade/sub-base to receive the water bound macadam course shall be prepared to the specified grade and camber and made free of dust and other extraneous material. After preparation of sub-grade/sub-base, the coarse aggregate shall be spread uniformly rolling shall be started with three wheeled power roller of 8 to 10 tonne capacity the edge and proceed towards the upper edge longitudinally for portions having unidirectional cross fall and super elevation and shall commence at the edges and progress towards the centre for portions having cross fall on both sides. Rolling shall be discontinued when the aggregate are partially compacted with sufficient void space in them to permit application of binding material. During rolling a light sprinkling of water may be done. Any high spots or depressions, which become apparent, corrected by removing or adding fresh material. Screening materials shall be applied at a slow and uniform rate so as to ensure filling all voids shall be accompanied by dry rolling and brooming with mechanical or hand brooms. The screening rolling and brooming of the screenings shall be carried out in only such lengths of the road which could be completed in one day's operation. After the applications of screenings have been applied, the surface shall be copiously sprinkled with water, swept and rolled. Hand brooms shall be used to sweep the wet screenings into voids and to distribute them evenly. The sprinkling, sweeping and rolling operation shall be continued with additional screenings applied as necessary, until the coarse aggregate has been thoroughly keyed, well bonded and firmly set in its full depth and a grout has been formed of screenings. After the application of screenings, the binding materials shall be applied successively in two or more thin layers at a slow and uniform rate. The surface shall be copiously sprinkled with water, the resulting slurry swept in with hand brooms or mechanical brooms to fill the voids properly and rolled during which water shall be applied to the wheels of the rollers if necessary to wash down the binding materials sticking to them. After final compaction of water bound macadam course, the road shall be allowed to dry overnight. Next morning hungry spots shall be filled with screenings or binding material as directed, lightly sprinkled with water if necessary and rolled. Coarse aggregates of size 63mm to 20mm shall be either crushed boulder or broken stone and shall be hard and durable and free from excess of flat .Binding materials to be used for water bound macadam course shall comprise of a suitable material

approved by Engineer-In-Charge having plasticity index value of less than 6. The quantity required of binding materials will be 0.10m³/10m².

4.0 PREMIX: The work shall consist of the preparation, laying and compaction of a close-graded premix surfacing materials of 20mm thickness composed of graded aggregates premixed with bituminous binder on a previously prepared surface in accordance with the requirements of these specifications, to serve as a wearing course.

a) Binder:- The binder shall be penetration bitumen of IndomacDB (VG10) bitumen.

b) Aggregate:- The coarse aggregates shall consist of crushed boulder broken or other hard materials. They shall be clean, hard, and durable of cubical shape, free from dust and soft or friable matter, organic or other deleterious matter. Fine aggregates shall consist of crushed or naturally occurring material or a combination of the two and proportioned to be as-

1. Nominal Stone size 12mm (passing 22.4mm sieve and retained on 11.2mm sieve) Qty require- 0.18m³/10m²

2. Nominal Stone size 10mm (passing 13.2mm sieve and retained on 5.6mm sieve) Qty require- 0.09m³/10m²

c) Construction operations:- Laying shall be suspended while free-standing water is present on the surface to be covered, or during rain, fog and dust storm. Laying of bituminous mixtures shall not be carried out when the air temperature at the surface on which it is to be laid is below 10°C or when the wind speed at any temperature exceeds 40 Km/h at 2m height unless specifically approved by the Engineer.

d) Preparation of Surface:- The surface on which the bituminous work is to be laid shall be thoroughly cleaned of all loose and extraneous matter by means of mechanical broom or by brushing with wire brushes, banister brushes and gunny bags etc.to the satisfaction of the Engineer-In Charge.

e) Tack Coat:- This work shall consist of the application of a single coat of low viscosity liquid bituminous material to an existing road surface preparatory to the superimposition of a bituminous mix, when specified in the contract or instructed by the Engineer-In-Charge.

f) Preparation of Premix:-For preparing of Premix, 0.135cum (0.09cum of 12mm size and 0.045cum of 10mm size) of aggregates per batch shall be used which quantity will cover 5sqm of road surface with 20mm average thickness. The coarse aggregate of 13.2mm size shall be placed into the mixing plate by 5 to 6.5kg of bitumen emulsion and then the 11.2mm size aggregate shall be added, followed by 5 to 6.5 kg of bitumen emulsion. The 13.2mm size aggregates and emulsion are mixed first and then the 11.2mm size aggregates and remaining quantity of emulsion are added and mixed. Too much mixing shall be avoided. The temperature of the binder at the time of mixing shall be in the range of 150°C to 163°C and that of the aggregate in the range of 155°C to 163°C provided that the difference in temperature between the binder and aggregate at no time exceeds 14°C. Mixing shall be through to ensure that a homogeneous mixture is obtained in which all particles of the aggregate are coated uniformly and the discharge temperature of mix shall be between 130°C and 160°C.

The mix shall be immediately transported from the mixture to the point of use in suitable vehicles or hand barrows. The vehicles employed for transport shall be clean and mix being transported covered in transit if so directed by the Engineer-In-Charge.

g) Spreading and rolling:- The premixed material shall be spread by suitable means to the desired thickness, grades and Cross-fall (Camber)making due allowance for any extra quantity required to fill up depressions, if any. The Cross-fall should be checked by means of camber boards and irregularities leveled out. Excessive use of blades or rakes should be avoided. As soon as sufficient length of bituminous material has been laid, rolling shall commence with 8 to 10 tone rollers, smooth wheel tandem type, or other approved equipment. Rolling shall begin at the edge and progress towards the centre longitudinally, except that on super elevated and unidirectional cambered portions, it shall progress from the lower to the upper edge parallel to the centre line of the pavement. When the roller has passed over the whole area once, any high spots or depressions, which become apparent, shall be corrected by removing or adding premixed materials. Rolling shall then be continued until the entire surface has been rolled and all the roller marks eliminated. In each pass of the roller the preceding track shall be overlapped uniformly by at least 1/3 width. The roller wheels

shall be kept damp to prevent the premix from adhering to the wheels. In no case shall fuel/lubricating oil be used for this purpose. Excess use of water for this purpose shall also be avoided.

Rollers shall not stand on newly laid material. Rolling operations shall be completed in every respect before the temperature of the mix falls below 100°C. Joints along and transverse to the surfacing laid and compacted earlier shall be cut vertically to their full depth so as to expose fresh surface which shall be painted with a thin coat appropriate binder before the new mix is placed against it. No traffic shall be allowed on the road until the sealcoat has been laid

5.0 SEAL COAT: The work shall consist of the application of a seal coat for sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall (Camber) OF TYPE #B# (Premixed seal coat comprising of a thin application of fine aggregate premixed with bituminous binder)

a) Binder:-The quantity of bitumen per 10 square metres shall be 6.8 kg.

b) Aggregates:-The stone chips shall consist of angular fragments of clean, hard, tough and durable rock of uniform quality throughout. They should be free of soft or disintegrated stone, organic or other deleterious matter. Stone chips shall be of 6.7mm size defined as 100% passing through 11.2mm sieve and retained on 2.36mm sieve. The quantity used for spreading shall be 0.09 cubic metres per 10 square metre area.

Construction Operations: The Seal coat shall be applied immediately after laying the bituminous course which is required to be sealed. Before application of seal coat materials, the surface shall be cleaned free of any dust or other extraneous matter. Bitumen (Binder) shall be heated to 150°C to 165°C. Mixing of binder with aggregates to the specified proportions shall be continued until the latter are thoroughly coated with the former. The mix shall be immediately transported from the mixing plant to the point of use and spread uniformly on the bituminous surface to be sealed. As soon as a sufficient length has been covered with the pre-mixed material, the surface shall be rolled with an 8-10 tonne smooth wheeled roller. Rolling shall be continued until the premix material completely seals the voids in the bituminous course and a smooth uniform surface is obtained. Traffic may be allowed soon after final rolling when the premixed material has cooled down to the surrounding temperature.

6.0 STORAGE: Bitumen shall be transported, handled and stored carefully with Security on Contractor's Cost. Company may provide nearby stock yard if available but transportation to be done by the contractor to the worksite at his own cost.

7.0 It shall be clearly noted that the bidders are required to give their rates taking into consideration all aspects as per site requirements and specifications. Quoted offers shall be inclusive of all materials, labour, services of Hot Mix Plant of required capacity, tippers, laying paver, smooth wheeled, vibratory and tandem rollers and other apparatus/equipment and taxes & levies. No road closure is permitted. The contractor shall be responsible to complete the entire work in all respects and also any other works necessary to complete the job though specifically not covered in the scope of work without any objection.

8.0 TEST REPORT:

(i) Water for construction to be tested before use ('PH' value should not be less than 6.) at contractor's own cost

(ii) Test certificate for aggregates to be used should be produced before use by contractor's own cost.

9.0 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) Road Roller smooth wheeled 8-10 tonne - one no.
- b) Tripper or truck - two nos.
- c) Tandem Roller - one no.

- d) Vibratory Roller - one no.
- e) Hydraulic Excavator - one no.
- f) Hot-mix plant -120 TPH capacity - one no.
- g) Bitumen boiler with spray unit - one no.

10.0 All materials supply by the contractor must be approved by Engineer In-charge and necessary Test certificate as per relevant BIS code from competent authority to be submitted by the contractor (without claiming any extra cost).

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

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

12.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:

- a. Contractor must arrange Hot Mix Plant of required capacity, tippers, laying paver, smooth wheeled, vibratory and tandem rollers and other apparatus/equipment.
- b. Watch and ward, loss or damage to Company's properties, theft and other incidental charges shall be Contractor's responsibility.
- c. Efficient workmen to be engaged by the Contractor.
- d. The signatory of the contract or his authorised representative should report to Engineer-in charge at least twice a week on working days at 7.30 a.m. for day to day instruction.
- e. 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.
- f. 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.
- g. The Contractor shall obtain labour clearance within Fourteen days of signing the contract.
- h. The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act (latest edition) while executing the work.
- i. No road closure will be allowed during the execution of work and necessary traffic signal/road boards and traffic controlling system to be displayed / deployed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfillment of this condition.
- j. The Contractor will be required to work expeditiously at the site and must visit the site before tendering for clear understanding of job involvement and working environment.
- k. Company's Internal Estimate is excluding of PF component.
- l. Company may withdraw any items of work in part or full for which contractor shall have no objection.
- m. All works to be executed as per relevant specification of MORTH/CPWD.

13.0 GENERAL HSE (Health Safety & Environment) POINTS TO BE FOLLOWED BY THE CONTRACTOR

- 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.

14.0 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.

15.0 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.

16.0 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.

17.0 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:

(a) Bitumen- Will be issued from Company's godown at Duliajan.

NB: All empty Bitumen drum must be returned to Materials Godown Duliajan failing which Rs 80/- (Rupees Eighty only) per drum will be recovered from the Contractor's bill.

(b) Cement- Will be issued from Company's godown at Duliajan or other godowns but transportation to be arrange by the Contractor.

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

2) PLANTS AND EQUIPMENT: Nil

NOTE:-

1. The Contractor is to arrange transport of the above materials to site of work and for safety thereof for which no extra payment will be made.

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

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Construction of asphalted approach road with WBM and premixing to Well plinth BRK#10 and Barekuri QPS in Barekuri area of Chandmari Zone in Tinsukia District including supply of all materials and equipment except Bitumen and Cement.

Sir,

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

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

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

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

(Seal)

Date_____

Yours Faithfully

M/s_____

CONTRACTOR

UNDERTAKING BY BIDDER IN RESPECT OF QUOTED PRICE AGAINST TENDER

Description of Work: Construction of asphalted approach road with WBM and premixing to Well plinth BRK#10 and Barekuri QPS in Barekuri area of Chandmari Zone in Tinsukia District including supply of all materials and equipment except Bitumen and Cement.

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

- a) That I/we have gone through all the tender documents (i) Covering Letter (ii) BEC/BRC (iii) GCC (iv) SOQ (v) SCC (vi) 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).

Annexure-I

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

**To
GM-CONTRACTS (HOD)
OIL INDIA LIMITED
DULIAJAN**

Dear Sirs,

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

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

Ref. No. _____

Date _____

Sub: Undertaking of authenticity of 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)
