

INVITATION FOR BID

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan-786602, Assam, India
E-mail: Contracts@oilindia.in

OIL INDIA LIMITED invites sealed bids from OIL Registered Civil Engineering Contractors for the under mentioned works:

Sl. No.	Tender No.	Description of Work	Location	Duration	Class of Registration
1.	DCC4728L21	Maintenance and repair of Graveled / Bituminous roads, bridges, culverts including minor construction works as and when necessary in NHK (SB), Joypur, Mohmari, Tengakhata, Hatiali, Chabua, Panitola, Dikom, Kathaloni, NHK (NB), Housing and Industrial area, Chandmari, Makum, Hapjan, Doomduma, Baghjan, Duarmara, Ushapur, Shanti, Deohal, NIA, Digboi, Jorajan, Kathalguri, Nagajan, Moran, Rajgarh, Deroi, Shalmari, Borbil, Sapekhati, OCS 3, OCS 4 and surrounding areas of OIL operation in the districts of Dibrugarh, Tinsukia, Charaideo and Sivasagar for a period of four (04) years (OIL registered A, B & C class contractors).	Districts of Dibrugarh, Tinsukia, Charaideo and Sivasagar of Assam.	Four Years	'A', 'B' & 'C' Class.
2.	DCC4729L21	Maintenance & repair of buildings, minor construction work, both permanent and semi-permanent, as and when necessary in NHK (SB), Joypur, Mohmari, Tengakhata, Hatiali, Chabua, Panitola, Dikom, Kathaloni, NHK (NB), Housing and Industrial area, Chandmari, Makum, Hapjan, Doomduma, Baghjan, Duarmara, Ushapur, Shanti, Deohal, NIA, Digboi, Jorajan, Kathalguri, Nagajan, Moran, Rajgarh, Deroi, Shalmari, Borbil, Sapekhati, OCS 3, OCS 4 and surrounding areas of OIL operation in the districts of Dibrugarh, Tinsukia, Charaideo and Sivasagar for a period of four (04) years.	Districts of Dibrugarh, Tinsukia Charaideo and Sivasagar of Assam.	Four Years	'A', 'B' & 'C' Class.
3.	DCC4730L21	Maintenance & repair of buildings, minor construction work, both permanent and semi-permanent, as and when necessary in NHK (SB), Joypur, Mohmari, Tengakhata, Hatiali, Chabua, Panitola, Dikom, Kathaloni, NHK (NB), Housing and Industrial area, Chandmari, Makum, Hapjan, Doomduma, Baghjan, Duarmara, Ushapur, Shanti, Deohal, NIA, Digboi, Jorajan, Kathalguri, Nagajan, Moran, Rajgarh, Deroi, Shalmari, Borbil, Sapekhati, OCS 3, OCS 4 and surrounding areas of OIL operation in the districts of Dibrugarh, Tinsukia, Charaideo and Sivasagar for a period of four (04) years including miscellaneous / maintenance minor road works for the field zones excluding Zone A – NHK (S/B), Joypur & Mohmari, Zone D – NHK (N), Housing and Industrial Area, Zone M – Digboi and Zone F- Moran.	Districts of Dibrugarh, Tinsukia Charaideo and Sivasagar of Assam.	Four Years	'D' Class

The tender documents are available in OIL's Website www.oil-india.com. Bidder are required to download the tender documents and duly fill up the prescribed Bid Format enclosed along with the tender document and submit the same in sealed envelopes on or before the bid closing date and time of the tender. Any incomplete submission by bidders shall make their bids liable for rejection.

Note: Only Bid Format duly filled up and signed in designated places is to be submitted.

INVITATION FOR BID

The Sealed Envelopes consisting of the bids are to be marked at the top with the above Tender Number, Name of the bidder, OIL Registration No. and Vendor Code and to be addressed to CGM – CONTRACTS (HOD), OIL INDIA LIMITED, P.O. DULIAJAN, PIN-786602 and to be dropped in the tender box present in the office premises.

Bids will be received upto **08:45 a.m. (IST) of 27/08/2020** and opened on the same day at **09:00 a.m. (IST)** at the office of CGM-Contracts (HOD), Duliajan in front of the bidders present, if any. Tender Box is present at the office of the CGM-Contracts (HOD).

However, Contractors of Zone-F (Moran, Demow, Sapekhati, Dholia) & Zone-O (Shalmari, Rajgarh, Sapkaint, Deroi, Tingkhong) may also deposit the Bids in the tender box placed at the office of Civil Engineering Department, OIL, Moran upto **01:00 p.m. (IST) of 25/08/2020**.

Date: 28.07.2020

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

Tender Document

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3.	DCC4730L21	Maintenance & repair of buildings, minor construction work, both permanent and semi-permanent, as and when necessary in NHK (SB), Joypur, Mohmari, Tengakhat, Hatiali, Chabua, Panitola, Dikom, Kathaloni, NHK (NB), Housing and Industrial area, Chandmari, Makum, Hapjan, Doomduma, Baghjan, Duarmara, Ushapur, Shanti, Deohal, NIA, Digboi, Jorajan, Kathalguri, Nagajan, Moran, Rajgarh, Deroi, Shalmari, Borbil, Sapekhati, OCS 3, OCS 4 and surrounding areas of OIL operation in the districts of Dibrugarh, Tinsukia, Charaideo and Sivasagar for a period of four (04) years including miscellaneous / maintenance minor road works for the field zones excluding Zone A – NHK (S/B), Joypur & Mohmari, Zone D – NHK (N), Housing and Industrial Area, Zone M – Digboi and Zone F- Moran.	Districts of Dibrugarh, Tinsukia, Charaideo and Sivasagar of Assam.	Four years	'D' Class

Tender Document

- 2.0 **All the OIL's FHQ registered Civil Contractors will be guided as per Notification Ref. No. OIL/CONT/V/C/480/2020-21 dated 10.07.2020.**
- 3.0 OIL Registered 'A', 'B', 'C' & 'D' Class Civil Contractors who have submitted the revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016 shall only be eligible for awarding of Civil Miscellaneous Maintenance Contract (MMC). The One Time Security Deposits against each class of registration are as under:

Class	Revised One Time Security Deposit (Rs.)
A	2,00,000
B	72,000
C	44,000
D	18,000

- 4.0 Any OIL registered A, B & C class contractor can submit bid against only one of the tender numbers **DCC4728L21 & DCC4729L21**. All the bidders are hereby advised to go through the tender documents and be acquainted with the terms and conditions of the tender prior to submission of the offers.
- 5.0 **Submission of Bids:**

The tender documents are available in OIL's Website www.oil-india.com. Bidder are required to download the tender documents and duly fill up the prescribed Bid Format enclosed along with the tender document and submit the same in sealed envelopes on or before the bid closing date and time of the tender. Any incomplete submission by bidders shall make their bids liable for rejection.

Note: Only Bid Format duly filled up and signed in designated places is to be submitted.

The Sealed Envelopes consisting of the bids are to be marked at the top with the above Tender Number, Name of the bidder, OIL Regn No. and Vendor Code and to be addressed to CGM – CONTRACTS (HOD), OIL INDIA LIMITED, P.O. DULIAJAN, PIN-786602 and to be dropped in the tender box present in the office premises.

The bids are to be submitted by 08:45 a.m. (IST) on or before 27/08/2020.

However, Contractors of Zone-F (Moran, Demow, Sapekhathi, Dholia) & Zone-O (Shalmari, Rajgarh, Sapkaint, Deroi, Tingkhong) may also deposit the Bids in the tender box placed at the office of Civil Engineering Department, OIL, Moran upto **01:00 p.m. (IST) of 25/08/2020**.

Bid received in an open manner without superscription of tender number and name of the bidder on the sealed envelope, may be rejected at the sole discretion of the Company.

- 6.0 Opening of Bids : The Bid(s) shall be opened **at 09:00 a.m. (IST) on 27/08/2020** at the office of CGM-Contracts (HOD), Duliajan in presence of the bidders and / or their authorized representatives, if any.
- 7.0 Submission of Documents: The Bidders shall have to submit the following documents / information to qualify for award of Contract –
- Two latest coloured Passport size photographs of the Proprietor in case of Proprietary firms, all the partners in case of Partnership firms, authorized representative of Co-operative Society or Company.
 - Specimen signatures of the Proprietor in case of Proprietary firms, all the partners in case of Partnership firms, authorized representative of Co-operative Society or Company.

Tender Document

- (c) Self attested photo copy of any one document (PAN Card / Aadhar Card / Voter-ID) of proprietor of proprietary firm / all partner of partnership firm / authorized representative of Co-operative Society or Company.
- (d) Phone No. / Mobile No.
- (e) Email ID.
- (f) Official Address.

Note to (d), (e) & (f): In the event of any change in the declared mobile number, email id &/or official address during the contract period, the contractors are advised to intimate the same to Contracts department for updating their records in SAP.

8.0 For the firms successful in bidding, the following conditions respective to the status of the firms (Proprietary or Partnership or Co-operative Society or Company) will be strictly applicable.

- (a) Power of Attorney (except as per the Company's norms) shall not be entertained in case of proprietary firm and only the proprietor shall represent his / her firm.
- (b) In case of Partnership firm, one of the partners shall be the Managing Partner as per the existing Power of Attorney on behalf of the firm. The Power of Attorney in favour of a person other than a partner of the firm shall not be acceptable. In case of change of existing Power of Attorney of the firm, "Deed of Revocation" and new "Power of Attorney" to be furnished to the Company.
- (c) In case of Co-operative Society, one authorized representative must furnish the resolution duly adopted by the Board of Directors or Executive Committee, nominating him/ her as the authorised representative of the Co-operative society along with "Power of Attorney" to the authorized representative.
- (d) The Proprietor in case of a proprietary firm, the Managing Partner in case of a partnership firm and one authorized representative in case of Co-operative Society or Company shall sign the contract and be present in Civil Engineering Department to receive work order or instruction etc if the contract is awarded to them.
- (e) The partner of partnership firm, authorized representative of Co-operative Society or Company and the proprietor of proprietary firm will not be allowed to represent another partnership firm, Co-operative Society, Company or proprietary firm.
- (f) The principle of "One Person-One Firm" shall be followed and hence only one entry photo pass shall be issued against each firm, if successful in bidding. Accordingly, any individual person shall not be allowed to represent more than one firm.

9.0 The number of contractors for maintenance works will be engaged Zone-wise, based on the Company's operational requirement and as per directive of the competent authority. Contractors shall have to mention their first and second preference of zones in the prescribed Bid Format. In case the numbers of first preference eligible bids received against a particular Zone exceeds the Company's requirement, selection will be done through Draw of Lots (DoL). As a result of DoL, the bidders who become successful will be allotted their respective zones as per their first preference. After allotment of zones to the successful bidders of DoL as per the first preference, bidders' 2nd preferences will be considered. For the 2nd preference also, if for any zone, the number of seats available is lesser than the number of bidders preferring that zone as per their 2nd choice, 2nd round of Draw of Lots will be held for the allotment of zones as per the 2nd choice. The bidders who are not allotted zones as per their first and second preferences will be allotted zones by Company as per vacancy available in the zones. The contractor shall have no objection in working at a different Zone other than his choice of preference as per Company's operational requirement & discretion.

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- 10.0 Broadly, the present Zone Wise maximum requirement of Miscellaneous Contractors in terms of percentage of the Total requirement is as follows:

Table-1

Sl No	ZONE	Area of Work	Maximum % of Contractors
1	Zone A	Naharkatia (S/B), Joypur & Mohmari	11.5 %
2	Zone B	Tengakhat & Hatiali	5 %
3	Zone C	Chabua & Panitola	3.5 %
4	Zone D	NHK (North)- Housing & Industrial Area	29 %
5	Zone E	Jorajan, Nagajan & Kathalguri	6 %
6	Zone F	Moran, Demow, Sapekhati, Dholia	9 %
7	Zone G	Makum & Hapjan	6 %
8	Zone H	Doomduma, Baghjan & Duarmara	3.5 %
9	Zone I	Dikom	3 %
10	Zone J	Kathaloni	4 %
11	Zone K	Ushapur, Shanti & OCS 3	4 %
12	Zone L	Deohal, OCS – 4 & New Industrial Area	5.5 %
13	Zone M	Digboi	2 %
14	Zone N	Chandmari	3.5 %
15	Zone O	Shalmari, Rajgarh, Sapkaint, Deroi, Tingkhong	2.5 %
16	Zone P	Horticulture Section	2 %

Total = 100%

- 11.0 After award of contract, transfer of working Zones shall not be accepted by Company under any circumstances.
- 12.0 In case an individual firm submits more than one bid, Company reserves the right to reject such bids or may consider only one bid at the sole discretion of the Company.
- 13.0 Conditional bids are liable for rejection at the sole discretion of Company without assigning any reason thereof.
- 14.0 Debarred contractors are not eligible for bidding during the period of debarment.

Tender Document

- 15.0 The successful bidders will be required to enter into a formal Contract Agreement, as per the terms and conditions of the tender The Agreement has to be signed within the stipulated time, as decided by Company.
- 16.0 After signing the contract, the contractor shall have to report to CGM-Civil (HOD), OIL and shall be required to obtain the Labour clearance from the competent authority within seven days of signing the Contract. On receipt of labour clearance from the competent authority, CGM-Civil (HOD) or his authorised officials will issue work order as and when the job requirement arises.
- 17.0 **RATES:** The rates applicable for operating the contract will be as per latest / revised OIL Schedule of Rates, prevalent during actual execution of the work.
- 18.0 Job requirement:
- (a) The contractor will have to carry out the work in accordance with 1968 General Condition of Contract of Oil India Limited.
 - (b) The contractor shall provide all labour, supervision and transportation of material including material issued by the Company, tools and plants as necessary for the work and shall be responsible for all royalties, taxes, duties and other levies etc. OIL Schedule of Rates are inclusive of all these, but exclusive of PF & GST.
 - (c) The contractor shall strictly follow rules and regulations of the following 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
 - (d) The contractor shall have to clear all rubbish and surplus materials from the site on completion of work and shall leave the site clear and tidy.
 - (e) If the contractor employs 20 (Twenty) or more workmen, such contractor shall be required to obtain requisite license at own cost from the appropriate licensing authority before undertaking any work.
 - (f) The contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable material within any fenced area.
 - (g) The contractor shall ensure that all persons engaged by him/her/them are provided with appropriate protective clothing and safety wear in accordance with the latest Oil Mines Regulation Act.
 - (h) The contractor shall not engage minor labour {below 18 (eighteen) years of age} under any circumstances.
 - (i) The contractor will be required to provide materials as and when required to carry out the jobs for which payment will be made as per OIL Schedule of Rates.
- 19.0 Company shall provide: Materials like (i) Cement (ii) C.G.I. Sheet/Asbestos Sheet (iii) M.S. Rods/Angles (iv) Bolts/Nuts/Wire nails/Screws (v) Doors/Window fittings (vi) Paint/ Lime/ Glue/

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Robin Blue (vii) Timber (viii) Sanitary/Bath Room fittings & other such materials as and when needed for individual jobs which are available at the Company's store.

20.0 GOODS AND SERVICES TAX (GST) CLAUSES:

a) 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.

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

c) "**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.

d) 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.

e) 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.

f) 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**.

g) 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.

h) 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.

i) **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**.

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- j) **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.
- k) 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.
- l) 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.
- m) 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.
- n) 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.
- o) 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.
- p) 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.

- q) 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.
- r) **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;

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- 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.

21.0 Special Conditions:-

- i. The Contractor shall allow OIL officials to inspect their work site and document in respect of the worker's payment.
- ii. Contractor whosever is liable to be covered under P.F. Act must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act 1952 in addition to the various Acts mentioned elsewhere in this agreement. Any Contractor found violating these provisions will render them disqualified from any future tendering. Since OIL Schedule of Rates is not inclusive of P.F, the amount deposited by the contractor under the said contract will be reimbursed on production of documentary evidence.
- iii. The Contractor shall use pump, if needed, for dewatering of pit while carrying out excavation for which no extra payment will be made.
- iv. Materials if rejected should be removed from site within 48 (Forty eight) hours of rejection, failing which Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor. The contractor shall demolish or rectify any work of inferior workmanship as and when so advised by Company.
- v. In the event of the Company inadvertently awarding any contract due to oversight against the principle of "One person-one firm" (one person, either as a proprietor or partner is allotted more than one contract), and the same comes to the knowledge of the Company at a later stage, then the Company shall withdraw any one Contract allotted to the firm/contractor.
- vi. The contractor who defaults in making payment of wages / remuneration etc. to the contract labourers / their own labourers engaged by them and / or persons employed by them / or other statutory dues like PF/ GST /Royalties etc. to the authorities concerned and the non-payment / default is concurred by the competent statutory authority / department of OIL / Court, OIL reserves the right to put such contractor on debarment list as per Company's Banning Policy without any further notice.
- vii. If any of the persons engaged by the contractor misbehaves with any official or work-person of the Company or commit any misconduct in connection with the property of the Company or suffer from any serious communicable disease, the contractor shall replace them immediately. Moreover, the contractor will be responsible for any such misbehaviour / misconduct on the part of an employee / labourer engaged by him/ her / them and punitive action will be taken by Company against such contractor as per Company's procedure.
- viii. The contractor shall maintain all record registers required to be maintained by him /her/ them under various statutory & labour laws and produce the same before the statutory authorities as and when required.
- ix. The contractor shall also submit periodical reports under various statutory & labour laws under intimation to the Principal Employer, OIL.

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- x. The contractor should ensure equal remuneration / wage to all labourers engaged by them irrespective of gender, caste, religion and age permitted by law.
- xi. The contractor shall get antecedents of the persons engaged by him/ her / them verified from the police station concerned and produce a certificate in this regard to OIL. Any consequence shall be responsibility of the contractor concerned.
- xii. In case of strike resorted to by the contractor or his / her/ their workmen, in isolation or in group, hampering the Company's essential services, OIL reserves the right to employ casual labour or other contractors, with 24 hours notice, for carrying out the work at the risk and cost of the contractor to whom the jobs were allotted. In addition, punitive action will be taken against such contractor as per Company's procedure.
- xiii. Containers / empty bitumen drum / empty cement bags must be returned to Company in good condition.
- xiv. Plants and equipment issued to the Contractor must be under proper watch & ward so that no part is pilfered / damaged. These must be handled only by Company's operators. Contractor shall be responsible for any loss or damage to these plants and equipment while these are under his /her/ their custody.
- xv. Cement / Bitumen / other Company's materials issued to Contractor by the Company are meant only for the specific Company's work relating to the Contract. However, if any quantity of cement / Bitumen/ other Company's materials is left over from the quantities issued, for any reason whatsoever, on the completion / cancellation / termination of the Contract the same shall have to be returned to the Company in full within one week of completion / cancellation of the work failing which the matter will be referred to appropriate authorities for legal action as well as realization of the cost of such Company's materials.
- xvi. Materials issued to Contractor must be under proper watch & ward so that no part is pilfered. If any pilferage occurs, the matter will be referred to appropriate authorities for legal action as well as realization of the cost of materials issued.
- xvii. If any contractor labourer, during his / her employment, sustains any injury or disablement in work accident, the contractor shall provide necessary medical treatment at the contractor's cost & risk.
- xviii. In case of non-return of PPE borrowed from OIL, the cost of the same will be recovered from the contractor's bill.
- xix. During contract period, it will be the responsibility of the contractor to keep OIL informed of any matter that may affect the contractor's continued registration and attributes. If the contractor's future standing changes in such a manner that they no longer comply with the registration criteria of the Company, then it is the responsibility of the contractor to promptly inform in writing to OIL. OIL reserves the right to cancel registration / particular class of registration, as per prevailing rules / guideline of Company, in force at the time of occurrence. If at later date, it is found that the contractor had suppressed the information, then OIL may put the contractor under suspension / cancel the registration. Any decision taken in this regard by Company shall be final and binding to the contractor.
- xx. Storage of Company's materials (e.g. cement, reinforcement bar etc) and transportation to site shall be the responsibility of the contractor.
- xxi. The Miscellaneous Maintenance Contracts shall be valid for four (04) years w.e.f 01.03.2021 to 28.02.2025 (unless otherwise revised /amended). However, the provision of applying Internal

Tender Document

Control Mechanism on Job Allotments and Escalation in Material Price shall be as per the existing practice with a horizon of 2 (two) years i.e. the cumulative value of work done for all the MMC contractors shall be made zero (0) after completion of 2 (two) years and the new Material Prices as per the market surveys will be revised after every two years irrespective of the effective commencement date of Civil MMC (as per present practice).

- xxii. Based on requirement of jobs to be done at work sites, CGM-Civil (HOD) or his authorized representative will issue work order (in the form of written memos / letter or ERP system generated work order) to the contractor, time to time basis as per the requirement. Intimation of work order will be made either through Notice on the Notice Board or through e-mail to the vendor / contractor at their declared e-mail address and the contractor has to collect the work order from the concerned Engineer. For official communication vendor/contractors are also requested to regularly update their mobile number, phone number, e-mail ID and official address during the continuation of the contract.
- xxiii. In the event of placement of work order to a contractor (in the form of written memos / letter or ERP system generated work order as stated above), if the contractor fails to accept the work order and commence the work within 4 (four) days as advised vide work order without any valid reason, the work order / advice shall be treated as cancelled, the job will be allotted to other eligible contractor and the defaulted contractor shall not be considered for allotment of work in the succeeding cycle of allotment.
- xxiv. In the event of placement of work order to a contractor (in the form of written memos / letter or ERP system generated work order as stated above), if the contractor fails or refuses to execute the job at the applicable rates, terms & conditions within the stipulated time of the work order, the work order will be treated as cancelled and the job will be allotted to other eligible contractor. The defaulted contractor shall be issued a warning letter with corrective measures to be observed by the contractor. Further allotment of work to the contractor will be delayed depending on the merit of the response.
- xxv. The repeated non-acceptance of work order (in the form of written memos / letter or ERP system generated work order as stated above) and failure on the part of the contractor to execute the jobs in time (maximum 3 times in either case) at the applicable rates, terms and conditions, no further work shall be allotted to the contractor under this Miscellaneous Maintenance Contract. Further, his / her / their name may be put in debarment list and the period of debarment shall be at the sole discretion of the Company.
- xxvi. The quality of job done by the contractors is to be as per the sound Engineering practice & technical specifications and to the satisfaction of the Engineer-in-charge. In the event of poor quality of job done at site, the contractor shall have to rectify the job with requisite quality at his / her / their own cost and risk.
- xxvii. If it is found that a Bidder/Contractor has furnished fraudulent document/information, the bidder/contractor shall be dealt as per the OIL's Banning Policy and Rules and Regulation for OIL's FHQ Registered Civil Engineering Firms.

22.0 OIL now looks forward to your active participation in the tender.

Date: 28.07.2020

DGM-CONTRACTS (CIVIL)
For, CGM-CONTRACTS (HOD)
For RESIDENT CHIEF EXECUTIVE

End of Document

BID FORMAT FOR CIVIL MISCELLANEOUS MAINTENANCE CONTRACT (2021-2025)

(Space for Official use)

(Space for Photograph)

**CGM –CONTRACTS (HOD)
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN-786602**

**Subject: MISCELLANEOUS MAINTENANCE CONTRACT FOR CIVIL ENGINEERING
WORKS AT OIL INDIA LIMITED, DULIAJAN (2021-2025).**

a) TENDER NO. DCC4728L21

Maintenance and repair of Graveled / Bituminous roads, bridges, culverts including minor construction works as and when necessary in NHK (SB), Joypur, Mohmari, Tengakhat, Hatiali, Chabua, Panitola, Dikom, Kathaloni, NHK (NB), Housing and Industrial area, Chandmari, Makum, Hapjan, Doomduma, Baghjan, Duarmara, Ushapur, Shanti, Deohal, NIA, Digboi, Jorajan, Kathalguri, Nagajan, Moran, Rajgarh, Deroi, Shalmari, Borbil, Sapekhati, OCS 3, OCS 4 and surrounding areas of OIL operation in the districts of Dibrugarh, Tinsukia, Charaideo and Sivasagar for a period of four (04) years. **(* For CLASS A, B and C only)**

b) TENDER NO. DCC4729L21

Maintenance & repair of buildings, minor construction work, both permanent and semi-permanent, as and when necessary in NHK (SB), Joypur, Mohmari, Tengakhat, Hatiali, Chabua, Panitola, Dikom, Kathaloni, NHK (NB), Housing and Industrial area, Chandmari, Makum, Hapjan, Doomduma, Baghjan, Duarmara, Ushapur, Shanti, Deohal, NIA, Digboi, Jorajan, Kathalguri, Nagajan, Moran, Rajgarh, Deroi, Shalmari, Borbil, Sapekhati, OCS 3, OCS 4 and surrounding areas of OIL operation in the districts of Dibrugarh, Tinsukia, Charaideo and Sivasagar for a period of four (04) years. **(For CLASS A, B & C only)**

c) TENDER NO. DCC4730L21

Maintenance & repair of buildings, minor construction work, both permanent and semi-permanent, as and when necessary in NHK (SB), Joypur, Mohmari, Tengakhat, Hatiali, Chabua, Panitola, Dikom, Kathaloni, NHK (NB), Housing and Industrial area, Chandmari, Makum, Hapjan, Doomduma, Baghjan, Duarmara, Ushapur, Shanti, Deohal, NIA, Digboi, Jorajan, Kathalguri, Nagajan, Moran, Rajgarh, Deroi, Shalmari, Borbil, Sapekhati, OCS 3, OCS 4 and surrounding areas of OIL operation in the districts of Dibrugarh, Tinsukia, Charaideo and Sivasagar for a period of four (04) years including miscellaneous / maintenance minor road works for the field zones excluding Zone A – NHK (S/B), Joypur & Mohmari, Zone D – NHK (N), Housing and Industrial Area, Zone M – Digboi and Zone F- Moran. **(For CLASS D only)**

1.0 I / We on this day ___ / ___ / 2020, hereby agree and offer to execute the work against tender mentioned below, in accordance with the Terms & Conditions of the tender and as per OIL's Internally approved Latest Schedule of Rates prevalent during actual execution of the work.

2.0 OIL Registered Firm Name : _____

3.0 Vendor Code: _____ OIL Registration Class/No.: _____

4.0 My / Our bid is for Civil Engineering maintenance contract pertaining to Tender No:

DCC_____ (Tender number to be duly filled up)

BID FORMAT FOR CIVIL MISCELLANEOUS MAINTENANCE CONTRACT (2021-2025)

5.0 My / Our preference for Area of Work is given below:
(to be chosen from Table-1 of Tender document)

(a) First preference : _____

(b) Second preference : _____

6.0 Status of firm : _____

(Proprietorship/ Partnership/ Co-operative Society)

(Declare whichever is applicable. The declaration should be as per the latest records of registration maintained with OIL. Mismatch in legal entity as per bidders' declaration with that of the latest records of registration may make the bid liable for rejection at the sole discretion of the Company.)

7.0 Following information are furnished at your disposal as per tender document.

- a) Two (02) copies of passport size coloured photograph (latest):
- Proprietor: 2 Copies
 - Authorized representative of Co-operative Society : 2 Copies
 - All partners : 2 Copies each

b) Specimen signature and ID proof (as applicable):

- Proprietor:

Name: _____

Signature: _____

- Authorized representative of Co-operative Society:

Name: _____

Signature: _____

- All Partners:

(i) Name (PoA): _____ Signature: _____

(ii) Name: _____ Signature: _____

(iii) Name: _____ Signature: _____

(iv) Name: _____ Signature: _____

(v) Name: _____ Signature: _____

{Self attested photo copy of any one document (PAN Card / Aadhar Card / Voter-ID) of proprietor of proprietary firm / all partner of partnership firm / authorized representative of Co-operative Society or Company to be enclosed.}

c) Phone No. / Mobile No. : _____

d) Email ID: _____

e) Official Address : _____

f) Last Civil Engineering Tender participated: _____
(Bidders to write Tender No.)

g) Zone of execution of work as per existing Civil MMC (2017-21): _____

BID FORMAT FOR CIVIL MISCELLANEOUS MAINTENANCE CONTRACT (2021-2025)

- 8.0 This bid and written acceptance of it shall constitute the Contract Agreement.
- 9.0 I / We do hereby confirm that I / we shall not seek Transfer / Mutual Transfer of working Zone for any reason if the Contract is awarded to me / us.
- 10.0 I / We solemnly agree with the principle of one person one firm adopted by OIL as mentioned and described in Tender Document.
- 11.0 I / We solemnly agree that in case the number of eligible bids received against any Zone exceeds the Company's operational requirement, the selection of contractors for a particular Zone will be done through draw of lots. In the event of my / our failure to get the preferred Zone of work through draw of lots, I / we shall have no objection in working at a different Zone as per Company's operational requirement & discretion.
- 12.0 I / We further undertake that if the award is made to me / us for the execution of the above contract, I / we shall strictly comply with all rules and regulations of the Company and observe all statutory requirements that are necessary during the course of the actual execution.
- 13.0 I / We hereby declare that all declarations and documents furnished are true to my /our knowledge & belief and in case of any false declaration, my /our bid is liable for rejection and the firm shall be dealt as per OIL's Banning Policy and Rules and Regulation for OIL's FHQ Registered Civil Engineering Firms.

Yours faithfully,

Signature.....
(Authorized signatory of the firm)

Name

Date

Seal of the firm.....