

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

INVITATION FOR BID

OIL INDIA LIMITED invites Local Competitive Bid (LCB) through its e-procurement portal <https://etender.srm.oilindia.in/irj/portal> for the following items:

TENDER NO	Job Description	BID CLOSING/OPENING DATE
CDI2591P17	Re-grading and repairing of the existing asphalted road from DBY-NHK Road junction to Kathalguri-Nagajan Road Junction with WBM and SDBC layers in Nagajan Field Area in Tinsukia District (Approximate length = 3.50Km) including supply of all materials, tools and equipments.	17.11.2016
CDI2592P17	Conversion of existing gravel approach road to Bituminous road (dust free road) from NH 37 to LOC#MFK (Lakwagaon), Moran, under Sivsagar District. Total Length = 1.52 KM including supply of all materials except Bitumen	17.11.2016
CDI2593P17	Providing and laying of industrial tiles at Central Workshop inside Industrial Area at Duliajan including supply of all materials except cement.	17.11.2016
CDI2594P17	Construction of seepage wall cum 3m high RCC framed Brick Boundary wall having Y frame overhang with concertina coil around the effluent pit/flare pit of OCS-6.	17.11.2016
CDI2595P17	Repairing and re-grading of existing asphalted road from Langkashi-Kathalguri -Nagajan Tinali to Bazaloni Tea Garden Office with WBM & SDBC layers (Approximate length 2.50Km) in Dibrugarh District including supply of all materials, tools & equipments.	17.11.2016
CDI2596P17	Development Of Buddha Mandir Road (1.0 Km) By Sub-Base With G.S.B & Gravel ,Two Layers Of 75 Mm Thick (Gr-II & Gr-III) Water Bound Macadam And 40 mm thick Semi Dense Bituminous Concrete (All Materials Including Bitumen, To Be Supplied By Contractor)	17.11.2016
CDI2597P17	Construction of Brick Boundary wall around Oil sports ground, providing and fixing GI chain link fencing above the wall, construction of gate, fixing tiles as per requirement including supply of all materials except cement inside oil housing area, Moran.	17.11.2016

Tender fee (Non-refundable): ₹ 1000.00, Bid Closing/Opening Time: 11:00/14:00 Hrs; Last date for submission of tender fee is 10.11.2016, 15:30 Hrs. The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website www.oil-india.com.

NOTE: All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e-portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

(Daya Shankar)
Manager Contracts Civil
For DGM-Contracts (Civil)
For Resident Chief Executive

Date: 15.10.2016

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

OIL INDIA LIMITED (OIL) invites Bids under Single Stage Two Bid System from established Civil Engineering firms / contractors through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following works.

IFB No.	SHORT DESCRIPTION OF SERVICE	BID SECURITY	COST OF BID DOCUMENT
CDI2597P17	Construction of Brick Boundary wall around Oil sports ground, providing and fixing GI chain link fencing above the wall, construction of gate, fixing tiles as per requirement including supply of all materials except cement inside oil housing area, Moran.	₹ 15,500/-	₹ 1000/-
Period of Sale of Bid Doc. for above work: 19.10.2016, 07:00 am to 10.11.2016, 03:30 pm.			
Bid Closing / Opening Date & Time for all the above works: 17.11.2016 11.00/14.00 Hrs			
Bidder shall require User ID and Password for online submission of Bid. Vendors having user ID & password can purchase bid documents on-line through OIL's electronic Payment Gateway. Alternatively, bidders can write to DGM-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 along with cost of bid document (non-refundable) in the form of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan, which must reach DGM-Contracts office on or before the last date of sale of Bid Document.			
New Vendors who do not have User ID & password shall request OIL for the issue of the same well in advance and OIL will take up to 5 working days to issue the same. Therefore bidder should not delay in making request till the last moment in their own interest. In case of delay because of late request by the bidders, OIL shall not be responsible for non-submission of Bid in absence of user ID and Password. Alternatively, User ID and Password may be generated online by the bidders by using the link for supplier enlistment given in OIL's e-tender portal and can purchase bid documents subsequently in the similar manner.			
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.			

Date: 15-10-2016

**DGM- Contracts (Civil)
for RESIDENT CHIEF EXECUTIVE**

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

OIL INDIA LIMITED a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms / contractors meeting the requisite criteria for the following mentioned work under **SINGLE STAGE TWO BID System** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE: Construction of Brick Boundary wall around Oil sports ground, providing and fixing GI chain link fencing above the wall, construction of gate, fixing tiles as per requirement including supply of all materials except cement inside oil housing area, Moran.

LOCATION OF WORK: Moran Oil Sports Ground, Moran, Assam.

CONTRACT PERIOD: 24 (Twenty Four) Weeks.

BID CLOSING/ OPENING DATE & TIME: 17.11.2016 (11:00 HRS/14:00 HRS)

BID SECURITY DEPOSIT: ₹15,500/- (Rupees Fifteen Thousand Five Hundred Only).

a) Bid Security deposited vide Demand Draft / Banker's Cheque / Money Receipt/Bank Guarantee

No. _____ dated _____ of _____

(Original hard copy of (a) should reach the office of DGM-CONTRACTS before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

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

2.0 SEALED ENVELOPES containing the Bid Security Deposit (EMD) shall be marked with the above Tender Number and description of work and addressed to

DGM-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.

2.1 All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/ Money Receipt/Bank Guarantee from a Nationalized / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid security against the individual IFBs through the online payment gateway. This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below.

Bids without Bid Security in the manner specified above will be summarily rejected. However, OIL registered 'A', 'B' & 'C' class bidders are exempted from depositing the bid security against this tender considering they submit revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/1296/2016 dated 25.08.2016, on or before 13:30 Hrs of Bid Closing/Opening date of this tender. Bid should be submitted on-line through OIL's e-Tendering Portal up to 11:00 hrs (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14:00 hrs (IST) at Office of the DGM-Contracts in presence of authorized representative of the bidder. **THE BID SECURITY SHOULD BE DROPPED IN THE TENDER BOX PLACED AT THE OFFICE OF THE DGM CONTRACTS ON OR BEFORE 1:30 p.m. OF THE SCHEDULE DATE OF OPENING OF TENDER. ALTERNATIVELY, APPLICANTS ALREADY HAVING USER ID & PASSWORD FOR OIL'S E-PORTAL CAN PAY THE REQUISITE BID SECURITY AGAINST THE INDIVIDUAL IFBS THROUGH THE ONLINE PAYMENT GATEWAY.**

2.2 THE PHYSICAL BID SECURITY IS TO BE SUBMITTED ALONGWITH A COVERING LETTER MENTIONING THE e-TENDER NO AND THE BIDDER'S NAME AND ADDRESS IN A DULY SEALED ENVELOPE ADDRESSED TO – DGM – CONTRACTS, OIL INDIA LIMITED, CONTRACTS DEPARTMENT, DULIAJAN – 786602

2.3 If the bidders deposit the requisite Bid security in the form of Bank Guarantee, then the Bank Guarantee should be valid for 30 days beyond the required bid validity period.

3.0 However, 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 The rates shall be quoted per unit as specified in the "Price Bidding Format" attached just below the "Tendering text". Bidder should note that no pricing information is furnished in the "c-Folder" (Technical Bid) otherwise the bid will be rejected.

4.1 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.

4.2 The bid and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

4.3 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organization's name, the bid will be rejected.

4.4 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

4.5 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within 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 not be less than 2 (two) years.

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

7.0

a) The Bid must be valid for 120 (One Hundred & Twenty) days from the date of opening of the tender.

b) In case of extension of Bid Opening Date, Bid validity must be extended suitably by the bidder, as and when advised by OIL.

c) The amount of Bid Security shall be as specified in the NIT.

d) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for minimum 150 days (One Hundred & Fifty) from the date of Technical bid opening.

e) In case of extension of Bid Opening Date, Bid Security validity must be extended suitably by the bidder, as and when advised by OIL.

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

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

10.0 Before submission of bids, the bidder is advised to inspect the work site with permission from DGM (Civil) or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. He may also seek such clarification from this office as are deemed necessary.

11.0 The bidders should quote their rates against individual items. The rates shall be quoted within (+/-) 10% on the internal estimate against individual items as specified in Schedule of Works (Part-II) subject to the limit of overall percentage from at par to (+10%) of the internal estimated contract cost. However, the bids with quoted rates below (-10%) or above (+10%) of the rates of internal estimate against individual items and bids with quoted overall percentage below at par and above (+10%) of the internal estimated cost will be rejected outright. The rates shall be in figures and up to two decimal places only. In case of any identical situation, the L-1 bidder will be decided through draw of lots.

12.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un priced bid documents.

12.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

12.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

12.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

12.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

12.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

12.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form

indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

12.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

NOTE: Point no. 12.1 to 12.7 is not applicable for contractors who are already registered with OIL INDIA LIMITED.

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

14.0 SECURITY DEPOSIT:

The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

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

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

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

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

20.0 BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, The Bid security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

21.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bid security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

22.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

23.0 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 (If available) :

24.0 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).

i) Special Note:

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with tender no. and due date at following address:

**The DGM Contracts,
Contracts Department,
Oil India Limited,
Duliajan- 786602, Assam**

- a. ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee).

A scanned copy of Bid Security should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

- b. Any other document required to be submitted in original as per tender requirement.

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Draft/Banker's Cheque/Bank Guarantee) must be received at OIL's DGM (Contracts) office at Duliajan on or before the scheduled date & time specified in the NIT, failing which the bid shall be rejected.

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. Offers sent without the requisite value of prescribed Bid Security (if called for in the bid) in original will be ignored straightway.

25.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "PRICED" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "Price Bidding Format" attached just below the "Tendering text" in the main bidding engine of OIL's e-Tender Portal. The price quoted in the "Price Bidding Format" will only be considered for evaluation.

26.0 In Technical Bid opening, only Technical RFX (Technical-Folder) will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the Technical - Folder link (Technical RFX link) under Un-priced Bid Tab Page only. No price should be given in above Technical RFX, otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organization's Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

(Note: Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: rajivmathur23@gmail.com and Shri Satyananda Mishra, IAS (Retd.) Former Chief Information Commissioner of India & Ex-Secretary, DOPT, GOI E-Mail ID: satyanandamishra@hotmail.com have been appointed as Independent External Monitors).

27.0 SCREEN SHOTS:

Display RFX Response:

Technical RFX Response

RFX Response Number 60006452 RFX Number TEST2
RFX Owner WIPRO_TEST1 Total Value 0.00 INR

2013 11:00:00 INDIA
Number 4

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delive
Incoter

Status and Statist
Created C
Created B
Last Processed C
Last Processed B

Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

On “EDIT” Mode- The following screen will appear. Bidders are advised to upload “Un-priced Techno-Commercial Bid” and “Priced Bid” in the places as indicated below:

Edit RFX Response:

Submit Read Only Print Preview Check Technical RFX Response Close Save Verify signature

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information Items Notes and Attachments Conditions

Notes

Add Clear

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

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualifier

Assigned To	Category	Description	File Name	Checked
The table does not contain any data				

Note :

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

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Price Bid. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

28.0 OIL now looks forward to your active participation in the IFB.

DGM-CONTRACTS
For RESIDENT CHIEF EXECUTIVE

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

DESCRIPTION OF WORK/SERVICES: - Construction of Brick Boundary wall around Oil sports ground, providing and fixing GI chain link fencing above the wall, construction of gate, fixing tiles as per requirement including supply of all materials except cement inside oil housing area, Moran.

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 _____ .

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. 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 Contractor

incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

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 who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman 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 stipulated in Part-II. During the actual execution of the contract, if any, additional items (deviation items) are required, which are not covered in the tender, payment of such items shall be made at the current OIL schedule of rate. In case of positive variation in quantity of any items for the quantity mentioned in the schedule of work during the actual execution of work, the contractor will have to carry out the positive varied quantity at the contract rate, or internally estimated rate whichever is lower.

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. VAT Act.
- XI. Service Tax Act.

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 p.c) 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 Chief Engineer'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 Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

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

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

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

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

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. 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 will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

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 amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.

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

c) 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 applicable P.F. Contribution.

d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same 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. The following points are incorporated in the contract based on Contractor's declaration at the time of submission of offer against this contract.

- (i) 12% P.F. is included / not included in the contract cost.
- (ii) Wage component of the contract cost is 23.98 %.

e) As per Service Tax Act, the contractors are required to furnish service Tax Invoices Containing the following details:

- (i) Name, address and registration No of the contractor
- (ii) Name and address of the service recipient i.e. OIL
- (iii) Description and value of taxable services and the service Tax payable thereon

Note: In absence of Service Tax invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractors

The Contractor shall have to submit Invoice of Service Tax as per the following Format:

Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

TAX INVOICE

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Invoice Serial No.....

Oil India Limited, Duliajan, Assam

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 15 % on (A) above (In case of taxable value of service is not 100 %, than specify the value of taxable service and apply 15 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 15 % on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

21. 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.

22. FORCE MAJEURE:

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

23. 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.

24. 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.

Contractor

Company

25. 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)."

26.0 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 "Guidelines for Banning business Dealings".

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value .

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal Attorney)

By the hand of

(Full Name of Signatory)

It's Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date: _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

Part-II SOQ

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

E-Tender No.: CDI2597P17

Sl. no	Description of Work	Quantity	UOM	Currency	Rate
	Group A SEC-A				
10	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil	115.00	M3	INR	144.96
20	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.All kinds of soil	5500.00	M2	INR	10.48
30	Providing & Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	10.00	M3	INR	3664.73
40	Providing & Laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement - All work upto plinth level : 1:1.5:3 (1 cement: 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	65.00	M3	INR	3610.63
50	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. upto floor five level excluding cost of centring, shuttering, finishing and reinforcement: 1:1.5:3 (1 cement: 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	15.00	M3	INR	4328.18
60	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto floor five level excluding the cost of centring, shuttering, finishing and reinforcement with 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	20.00	M3	INR	4620.06

Sl. no	Description of Work	Quantity	UOM	Currency	Rate
70	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	9000.00	KG	INR	69.76
80	Centring and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	110.00	M2	INR	187.04
90	Centring and shuttering including strutting, propping etc. and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts.	220.00	M2	INR	409.73
100	Centering and shuttering including strutting, propping etc. and removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers.	380.00	M2	INR	293.90
110	Brick work with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:4 (1 cement : 4 coarse sand)	125.00	M3	INR	5697.00
120	Structural steel work in single section fixed with or without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	4500.00	KG	INR	67.13
130	6mm cement plaster of mix:1:3 (1 cement : 3 fine sand)	380.00	M2	INR	87.98
140	15mm cement plaster on the rough side of single or half brick wall of mix:1:4 (1 cement : 4 fine sand)	1200.00	M2	INR	115.17
150	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer-in-charge.	650.00	M2	INR	544.88

Sl. no	Description of Work	Quantity	UOM	Currency	Rate
160	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be struted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 metres (minimum), between the two posts fitted and fixed with G.I.staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for serarately) :- Payment to be made per metre cost of total length of barbed wire used. With G.I. barbed wire.	3800.00	M	INR	13.00
170	Fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12mm thick bed of cement Mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	80.00	M2	INR	621.70
180	Finishing walls with water proofing cement paint of required shade: New work (Two or more coats applied @ 3.84 kg/10 sqm).	1300.00	M2	INR	50.38
190	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade:Two or more coats on new work	630.00	M2	INR	60.35

- **Bidder must include all liabilities including statutory liabilities in their quoted rates.**

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

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

1.1 GENERAL CONDITION AND SCOPE OF WORKS (CIVIL)

Description of the Job: Construction of Brick Boundary wall around Oil sports ground, providing and fixing GI chain link fencing above the wall, construction of gate, fixing tiles as per requirement including supply of all materials except cement inside oil housing area, Moran.

1.1.1 SITE CLEARANCE: Cutting and uprooting of tree stumps as and when required, cleaning grass and disposal of all debris before starting of the work and after completion of the work at contractor's own cost.

1.1.2 CEMENT CONCRETE/ REINFORCED CEMENT CONCRETE WORK: All C.C. work in 1:3:6 proportion shall be done with 25 mm graded down broken stone. Broken stone shall be properly screened before use. All reinforced cement concrete work to be done in prop.1:1.5:3 with 25mm down to 12mm graded down broken stone as per related drawings and instructions of site Engineer to be followed in case of any discrepancies. Proper vibration to be done as per IS recommendation. Floor panelling to be done in the line of expansion joint as directed by Engineer in-charge.

1.1.3 CURING OF CONCRETE : Curing shall be done in accordance with IS:456 by keeping the concrete surface covered with wet hessian cloths, canvas or similar absorbent materials and kept constantly wet for a period of not less than 7 days from the date of pouring of concrete. Brick work and plastered surface to be kept wet by sprinkling with water for at least 7 days.

1.1.4 MEASUREMENT & PAYMENT: Payment for all works done shall be made on the basis of actual work done and not as per contract quantity.

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

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

Cement shall be stored in a weather proof shed, the floor of which shall be raised 300 mm clear from the ground and 450 mm away from the wall all round in order to protect from rain and moisture. Empty cement bag shall be returned to the Company in good condition.

1.1.7 Water: Water shall be clear, clean and free from all harmful impurities which must be approved by the Engineer. Arrangement of water for concreting and other purpose shall be made by the contractor at his own cost. Water from excavation shall not be used for construction work and curing.

1.2 GENERAL REQUIREMENTS:

All exposed MS members to be painted with two coats of synthetic enamel paint over a coat of primer or as directed.

1.3 MANDATORY TESTS:

The various mandatory tests shall be carried out by the contractor at his own cost. Following tests /test certificate to be produced by the contractor at his own cost from a competent government authority.

- (i) Test certificate for steel materials, MS Rod, torsteel, should be produced.
- (ii) Tests for Bricks.

1.4 SCOPE:

The specification and the method of measurements described herein are applicable for all the items of works involved in the site.

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

Unless specially provided for in the contract the tendered rates shall include the cost of carriage, transport, loading, unloading and stacking as directed for all materials required on the work. Where a tender provides a rate for transport of materials, it includes for all loading, unloading and stacking on the site in such position and manner as directed.

1.6 MATERIALS AND WORK SPECIFICATIONS:

a. CEMENT. Cement shall be issued by the company from its Store at Moran/Duliajan as per requirement and will be calculated as per CPWD specification.

Cement shall be stored in weatherproof shade with raised wooden plank flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of

receipt, i.e. first received being first used. Cement deteriorated and or clodded shall not be used on work but shall be removed at once from the site.

b. Fine Aggregate: Sand shall conform to relevant portion of IS 515. It shall pass through an IS sieve 4.75(3/16 BS) test sieve, leaving a residue not more than 5%. It shall be from natural source or crushed stone screening, if allowed. Chemically inert, clean, sharp, hard, durable, well graded and free from dust, clay, shale, large pebbles, salt, organic matter, loam mica, or other deleterious matter. The sum of percentage of all such deleterious materials in sand shall not exceed 5% by weight. It shall be washed if directed to reduce the percentage of deleterious substances to acceptable limits. Sand shall not contain any trace of salt and it shall be tested and sand containing any trace of salt shall be rejected.

The fine aggregate for concrete shall be graded within limits as specified in IS 383. The fine aggregate shall be stacked carefully on a clean, hard, dry surface so that it will not get mixed up with deleterious foreign materials. If such a surface is not available a platform of planks or corrugated iron sheets or brick floor or a thin layer of lean concrete shall be prepared.

c. Coarse Aggregate : Shall consist of crushed or broken stone 95% of which shall be retained on 5.75mm IS test sieve. It shall be obtained from crushing Granite, Quartzite, Trap Basalt or similar approved stones from approved quarry and shall conform to IS-383 and IS-515. Coarse aggregate shall be chemically inert when mixed with cement and shall be fairly cubical in shape and free from soft, feeble, thin, porous, laminated or flaky pieces. It shall be free from dust and any other foreign matter.

d. Bricks: Bricks shall generally comply with IS-1077 except in size, which shall be conforming to the sizes locally available.

Bricks of 75 class designation shall be the best quality locally available, table moulded, well burnt but not over burnt, have plane rectangular face with parallel sides and sharp right angle edges have a fine compact and uniform texture. The bricks shall be free from cracks, chips, flaws, stones or lumps of any kind and shall not show efflorescence either dry or subsequent to soaking in water. It shall emit a clear ringing sound on being struck and shall not absorb water more than 20% by weight. Common building bricks shall have a minimum compressive strength of 75 kg/sq.cm. unless otherwise specifically stated.

e. Water: Water for mixing cement mortar or concrete shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantity of silt and traces of oil, acid, injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or causes efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Site Engineer. Potable water is generally considered satisfactory for

mixing and curing concrete mortar masonry etc. Where water other than from main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected there with shall be borne by the contractors.

1.7 CEMENT MORTAR: Cement mortar shall be of proportions specified for each type of work in the schedule. It shall be composed to Portland cement and sand. The ingredients shall be accurately measured and well and evenly mixed together in a mechanical pan mixer, care being taken not to add more water than is required. No mortar that has began to set shall be used. River sand shall be used unless otherwise specified.

If hand mixing is allowed it shall be done on pucca water proof platform. The gauged materials shall be put on the platform and mixed dry water will then be added and the whole mixed again until it is homogeneous and of uniform colour. Not more than one bag of cement shall be mixed at one time and which can be consumed within half an hour of its mixing.

1.8 CONTRACTOR'S GODOWN: The contractor must make adequate arrangement at his own expense, for the storage in suitable godown of all perishable materials such as cement. On no circumstances the cement is stacked on the ground either in or outside godown.

1.9 PREPARATION OF SITE: The land described or shown on the site plan shall be cleared of all obstructions, rubbish, brush wood, jungle and bamboo clumps as directed by the Site Engineer.

1.10 EXCAVATION OF FOUNDATION:

- i) Trenches for wall foundation, column footings, raft-foundations, pile caps, plinth beams, water tanks, cess pits etc. shall be excavated to the exact length, width and depth shown or figured on the drawing or as may be directed by the Site Engineer. If taken out to greater length, width or depth than shown or required, the extra work occasioned thereby shall be done at contractor's expense. Extra depth shall be brought up by plain cement concrete filling 1:4:8 proportion and extra length and width filled in by rammed earth or if the Site Engineer thinks it necessary for the stability of the work by 1:4:8 concrete as may be directed at the contractor's cost.
- ii) Excavated materials shall be used for filling in plinth or each side of the foundation blocks or trenches or it shall be spread elsewhere on or near the site work including watering, ramming and consolidating or removed from site as may be ordered.
- iii) The contractor shall at his own expense and without extra charge, make provision for supporting all utility services, lighting the trenches, separating and stacking serviceable materials neatly, shorting, timbering, bailing out water either sub-soil or rain water including pumping at any stage of the work. Trenches shall be kept free from water masonry of concrete works are in progress and till the concrete is sufficiently set.

1.11 FILLING:

Filling shall be done with approved quality earth. It shall be free from salt, organic matter, black cotton or slushy earth and combustible materials. All clods shall be broken.

1.12 TRANSPORTATION:

The concrete shall be conveyed from the place of mixing to the place of final deposits as rapidly as practicable by methods which will prevent segregation or loss of any of the ingredients. If segregation does occur during transport, the concrete shall be remixed before being placed. In no case more than 30 min. shall elapse between mixing and final placement in its position.

Concrete shall be thoroughly compacted during the operation of placing and thoroughly worked around the reinforcement by punning, prodding, mechanically vibrating. The intensity and duration of vibration should not be more which may cause segregation of concrete and will be weaker in strength.

1.13 FORM WORK:

a. Form work shall conform to the slope lines, curvature and dimensions of concrete and RCC structure as shown in the relevant drawings. Form work for concrete shall be plywood, steel plates, seasoned timber or other approved materials as per directions of the Engineer. It shall be sufficiently tightened to prevent loss of cement slurry and all holes and joints shall be chaulked with putty. For casting R.C.C. slab polythene sheet may have to be used to prevent leakage as advised by the Engineer Incharge for which no extra payment will be made to the Contractor.

1.14 SCAFFOLDING:

The scaffolding required for brick work, plastering work etc. shall be strong enough and of approved materials by the Engineer-in-charge. Before use of scaffolding, it has to be inspected and approved by the Engineer-in-charge or authorised representative.

1.15 Site Books & Records:

1.15.1 A site order book will be maintained at site which will be in the custody of the Engineer-in-charge or his representative and all instructions given to the Contractor will be recorded in the site order book and the same has to be signed by the contractor to comply with the instruction given therein.

1.15.2 A register to be maintained at site which will be in the custody of the Engineer-in-charge or his representative to maintain the records of cement the same has to be signed by the contractor

1.15.3 A separate register to be maintained at site by the contractor to record the works executed and a remarks column to be added in this to record the hindrance.

1.16 SPECIAL INSTRUCTION TO THE CONTRACTOR

- i. The Contractor must use mixture machine and at vibrator for the RCC works. The Contractor shall use pump if needed for dewatering for excavation job for which no extra payment will be made.
- ii. Watch and ward, loss or damage to Company's property theft and other incidental charges shall be Contractor's responsibility.
- iii. Efficient workmen to be engaged by the Contractor.
- iv. The Contractor's representative should report to Engineer-in charge on all working day's at 7.00AM for instruction.
- v. Materials if rejected should be removed from site within 48(forty eight) hours of rejection, failing which the company reserves the right to get the rejected materials removed at the risk and cost of the contractor.
- vi. The Company reserves the right to get the part or whole work completed through other agency at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.
- vii. The Contractor shall obtain labour clearance within seven day's of signing the contract.
- viii. Water that may accumulate on the site during progress of the works or in trenches and excavation from other than accepted risks shall be removed from the site to entire the satisfaction of the Engineer-in-charge and at the Contractor's expense.
- ix. If needed water and electricity will have to be arranged by the Contractor at his own cost. However, if felt, water may be provided by Company on Chargeable basis depending on its availability & approval by the Competent authority.
- x. The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act.(Latest edition) while executing the work.
- xi. No road closure will be allowed during execution of work and necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfillment of this condition.
- xii. The Contractor will be required to work expeditiously at the site and must visit the site before tendering.
- xiii. Welding and cutting sets with fuel & operator, welder, fitter etc shall be arranged by the Contractor at his cost at site for fabrication and erection work.
- xiv. Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-Charge before starting of dismantling job.

1.17 “The bidders should note that, if three (3) or more bidders are found to be technically eligible, no clarification / deficit documents will be sought from the bidders under any circumstances, once the bids are opened and the bids will be evaluated on the basis of documents submitted by the bidders along with the bid”.

- 1.18 The bidder shall also furnish following information / documents alongwith the bid. Company reserves the right to reject the bid in the event of non submission of such information / documents.
- 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. The bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, with supporting documents, or a declaration / undertaking in stamped paper in the **Format Annexure-I.**
- 1.19 The bidder shall furnish following information / documents on issuance of LOI within 15 (fifteen) days from the date of issuance. Company reserves the right to cancel the contract / LOI if these documents are not submitted within the stipulated period, besides taking action under **Clause 1.21 (III) of Part-III SCC** of tender document.
- a. PAN, VAT Registration number (Not required for OIL registered contractors).
 - b. Service Tax Registration number issued by the appropriate Govt. Authority or exemption certificate from the concerned authority or a declaration / undertaking in stamped paper in the prescribed Format to the extent that provisions of the Service Tax are not applicable to him / her / them and in the event of any claim from the Service Tax Authority upon Company at a later date with respect to the services provided under the contract, the bidder shall deposit such amount to the Company, as per the rules applicable from time to time.
- 1.20 The bidder must provide the following minimum numbers of equipments in operational condition capable of providing uninterrupted services under the contract as and when required.

LIST OF MATERIALS & EQUIPMENTS TO BE SUPPLIED BY CONTRACTOR:

- | | |
|---------------------|----------|
| i. Mixture Machine | = 2 Nos |
| ii. Vibrator | = 4 Nos. |
| iii. Sump Pump | = 2 Nos. |
| iv. Welding Machine | = 1 No. |

1.21 (I) The following check list to be enclosed (uploaded) by the bidder along with the bid document:-

CHECK LIST:

SL NO	DESCRIPTION													
1	Location /construction site visited & assessed.	YES												
2	Item descriptions clearly understood and availability of materials verified.	YES												
3	Understood that Mandatory Material tests to be performed (wherever applicable)	YES												
4	PF code No. / Annexure-I as per clause no. 1.18 of Part-III SCC have been submitted by me /us	YES												
5	Bid validity from the date of technical bid opening is 120 days	YES												
6	<p>I / We shall provide the following minimum numbers of equipments in operational condition capable of providing uninterrupted services under the contract as and when required, failing which company shall have the right to terminate the contract, besides taking action as per Clause 1.21 (III) hereunder.</p> <p><u>List of equipment's:</u></p> <table><tr><td>i.</td><td>Mixture Machine</td><td>= 2 Nos</td></tr><tr><td>ii.</td><td>Vibrator</td><td>= 4 Nos.</td></tr><tr><td>iii.</td><td>Sump Pump</td><td>= 2 Nos.</td></tr><tr><td>iv.</td><td>Welding Machine</td><td>= 1 No.</td></tr></table>	i.	Mixture Machine	= 2 Nos	ii.	Vibrator	= 4 Nos.	iii.	Sump Pump	= 2 Nos.	iv.	Welding Machine	= 1 No.	YES
i.	Mixture Machine	= 2 Nos												
ii.	Vibrator	= 4 Nos.												
iii.	Sump Pump	= 2 Nos.												
iv.	Welding Machine	= 1 No.												

Bidder(s) should clearly understand these criteria before submission of the bid and in case of any doubt he / she / they may seek clarification from Engineer – in charge / DGM-Civil Engineering department, before submitting the bid.

(II) Information / List of other Civil works contract, if any, being executed by the bidder(s) in his / her / their firm's name in OIL and expected to continue beyond 6 months time from date of opening of bid document to be furnished to DGM-Civil by all bidders before issuance of work order.

(III) Company reserves the right to debar the bidder / contractor during processing of tender and / or during continuation of the contract on commission or omission on the part of the bidder / contractor as under:

- Has indulged in malpractices, bribery, fraud, pilferage.
- Is bankrupt or is being dissolved or resolved to be wound up or proceedings for winding up or dissolution have been instituted.
- Has furnished false information /statement / declaration and / or forged document / certificate.
- Has substituted materials in lieu of materials supplied by OIL or has not returned or has short returned or has unauthorizedly disposed-off

materials / documents / drawings / tools or plants or equipments supplied by OIL.

- e) Has obtained official Company information or copies of documents in relation to the tender / contract by dubious methods / means.
- f) Has deliberately violated and circumvented the provisions of labour laws / regulations / rules, safety norms or other statutory requirements.
- g) Has indulged in construction and erection of defective works or supply of defective materials/services and not made good of the defects within reasonable time in spite of follow-up by Company.
- h) Has not cleared OIL's previous dues.
- i) Has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j) Has refused to accept LOA / LOI / Purchase Order / Signing of the Contract after accepting LOA / Work Order after the same is issued by OIL within the period of Bid validity and as per agreed terms & conditions.
- k) After bid opening, withdraws / revises its bid within the period of bid validity for no valid reasons. However, reduction of quoted rate(s) / Bid price by L1 Bidder after the bid opening date shall not constitute ground for banning.
- l) Has parted with, leaked or provided confidential / proprietary information of OIL given to the party only for its use (in discharging its obligations against an order / contract) to any third party without prior consent of OIL.
- m) Use intimidation / threatening or brings undue outside pressure on the Company or its Official(s) for acceptance of its bid or acceptance of materials supplied or performance of the job under the contract / purchase order.
- n) If the Director / Owner / Proprietor / Partner of a party is convicted by a court of law for offences involving moral turpitude in relation to its business dealings during last five years.
- o) Poor performance of the supplier / contractor /service provider in one or several contracts / supplies affecting Company's operations.
- p) Any other ground for which, in the opinion of the Company makes it undesirable to deal with the party.

1.22 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 performed entirely at Contractor's own expenses. If such corrective works is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor shall be deducted from contractor's bill or Retention money/ performance security.

Part- IV SCPME
OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan
WORKS CONTRACT
Schedule of company's Plants, Materials and Equipments
E-Tender No.CDI2597P17

Materials: All materials to be supplied by the contractor except cement. The Cement will be issued to the contractor from Moran/Duliajan materials Godwon at free of cost as per CPWD specification.

Plants & Equipment: NIL.

Note:

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

NOTE:

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

b. Materials issued to Contractor must be under proper watch & ward so that no part is pilfered. If any pilferation takes place the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the materials issued.

c. Cement issued to Contractor by the Company is meant only for the specific Company work relating to the Contract. However, if any quantity of Cement is left over from the quantities issued for any reason whatsoever, on the completion / cancellation / termination of the Contract the same shall have to be returned to the Company in full within one week of completion/cancellation of the work failing which the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the Cement.

d. All other materials issue to the Contractor by the Company if subsequently found to be in excess of the actual requirement will have to be returned by the Contractor within two weeks of completion of the work failing which the cost of all such materials will be recovered from the Contactor at double the value of materials without any reference to him.

PART-V SAFETY MEASURES

**To,
DGM-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: - Construction of Brick Boundary wall around Oil sports ground, providing and fixing GI chain link fencing above the wall, construction of gate, fixing tiles as per requirement including supply of all materials except cement inside oil housing area, Moran.

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, 1984 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 following HSE (Health Safety & Environment) points:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance 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 as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has 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 (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL 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. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.

6. Contractor has to ensure that all work is 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 Contractor 1 Company SCC 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

Tender No: CDI2597P17

stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. 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 OIL'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 / Official / Supervisor/Junior Engineer for safe operation.

11. 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.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. 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.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. 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.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. 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.

20. 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.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. 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 prevailing relevant Acts/Rules/Regulations.

23. 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 Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. 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.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

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.

2.1 Interested bidders shall have to submit the following documents to qualify for opening of the Price Bid:

2.1.1

- a. One successfully completed similar work of value ₹ 15,48,000.00/- under tender with CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking during the last seven (07) years reckoned from the original bid closing date.
- b. For proof of requisite experience of SIMILAR work, Job Completion Certificate clearly mentioning Gross value of job done, Nature of works, Contracts period/Contract Start and Completion date issued by CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking must be submitted along with the bid.
- c. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

2.1.2

- a) Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least ₹9,29,000.00.
- b) **Net worth** of bidder must be positive for preceding financial/ accounting year.
- c) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/ accounting years excluding the preceding

financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that 'the balance sheet / Financial Statements for the financial year(as the case may be) has actually not been audited so far.

Note: For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

- i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Annexure-II**.

OR

- ii) Audited Balance Sheet along with Profit & Loss account.

2.1.3 Bids must be valid for minimum 120 (one hundred twenty) days from the date of Technical Bid opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is 120 (one hundred twenty) days.

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

2.1.4 Bid Security must be furnished (except those exempted) as a part of the Technical Bid. The Bid Security (in original) must reach the Office of DGM-Contracts, OIL, Duliajan on or before 1:30 p.m. on the bid closing date. *Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid Document cost & Bid security against the individual IFBs through the online payment gateway.*

The amount of Bid Security shall be as specified in the NIT.

Note:

(a) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for minimum 150 days from the date of Technical bid opening.

(b) In case of extension of Bid Opening Date, Bid Security validity must be extended suitably by the bidder, as and when advised by OIL.

2.1.5 The bidders must submit documentary evidence for BEC clause numbers **2.1.1 and 2.1.2**. All the documents should be legible. The bidders

must upload all the documents, digitally signed with “Organizational type” Digital Signature Certificate having Organization’s name.

OIL registered ‘A’, ‘B’ & ‘C’ class bidders are exempted from submitting documents fulfilling their experience & turnover criteria as well as depositing the bid security amount as specified in the Clauses 2.1.1, 2.1.2 & 2.1.4 of BEC/BRC of this tender document, providing submission of his/her/their revised “One Time Security Deposit” in line with OIL’s notification no.: CONT/CIV/1296/2016 dated 25.08.2016, on or before 13:30 Hrs of Bid Closing/Opening date of this tender.

3.0 Notes to Clause no. 2.1.1 above:

(a) **“Similar work”** mentioned in Paragraph 2.1.1 above means the following:

Definition of similar work: Construction of RCC framed Boundary wall/ RCC Building/ RCC Water Tank/ RCC Bridge/ RCC Machine Foundation.

(b) Non-submission of the documents as specified in all the paragraphs above will result in rejection of bids.

4.0 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 fulfillment 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 liable for action as per **clause no. 1.21 (III) of Part-III SCC** of tender document.

5.0 The bids conforming to the specifications, terms and conditions stipulated in the tender documents and considered to be responsive after subjecting to Bid Evaluation Criteria will be considered for further evaluation as given below:

- i) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.
- ii) In case of identical lowest offered rate by more than 1 (one) bidder, the selection of priority-1 and priority-2 bidder will be made by draw of lots amongst the parties offering the same lowest. The tender shall be awarded to priority-1 bidder only, but if priority-1 bidder fails to accept the LOI/found non-eligible/ fails to execute the jobs, then Company may think to award the same to priority -2 bidder after taking management approval for the same.

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

(B). BID REJECTION CRITERIA (BRC):

1. The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.
2. Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the NIT. Any bid not accompanied by a proper bid security will be summarily rejected.
3. Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.
4. Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
5. Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. 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.
6. Bidder 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. EMD / Bid Bond
 - c. Period of validity of Bid
 - d. Price Schedule
 - e. Performance Bank Guarantee / Security deposit
 - f. Delivery / Completion Schedule
 - g. Scope of work
 - h. Guarantee of material / work
 - i. Liquidated Damages clause
 - j. Tax liabilities
 - k. Arbitration / Resolution of Dispute Clause
 - l. Force Majeure
 - m. Applicable Laws

n. Specifications

7. There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.

8.0 GENERAL:

- i. 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.
- ii. 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 or before the deadline given by the Company, failing which the offer will be 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.
- iii. If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- iv. Bidder(s) must note that requisite information(s)/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.
- v. 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.

(ON THE NJSP OF RS.100/-)

TO BE NOTORISED

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

Dear Sirs,

**Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN
RESPECT OF TENDER NO. CDI2597P17**

(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/SCC 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.

Annexure-I

- 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:-

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER
HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of
M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto
.....(as the case may be) are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership No. :

Registration Code. :

Signature