

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist.-Dibrugarh, Assam

INVITATION FOR BID
DOMESTIC COMPETITIVE BIDDING

OIL INDIA LIMITED (OIL) invites Bids through its E-Procurement Portal “<https://etender.srm.oilindia.in/irj/portal>” against (i) IFB No. CDI4011P17 for “Improvement of existing Bituminous surfacing(SDBC) from Loc. HNE near Makum Railway Crossing to Habeda OCS, about 4.2 KM length including supply of all materials and machineries in Makum area.” (ii) IFB No. CDI4012P17 for “Providing and fixing sandwiched insulated roofing and composite panel wall cladding in the existing (operational) Central Workshop inside industrial area including dismantling of existing asbestos sheets, modifications as and where necessary and supply of all materials at Duliajan.” & (iii) IFB No. CDI4014P17 for “Construction of Security Office Buildings, Drivers Toilet & Bathroom, Dismantling & Reconstruction of part Boundary wall with 2 (two) nos. Gate Installation at Industrial Area for newly proposed alternate Entry / Exit at Duliajan including supply of all materials except Cement.” The details of IFBs and procedures for applying & participation 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. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the 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 themselves updated.

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

OIL INDIA LIMITED (OIL) invites Bids under Composite 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
CDI4012P17	Providing and fixing sandwiched insulated roofing and composite panel wall cladding in the existing (operational) Central Workshop inside industrial area including dismantling of existing asbestos sheets, modifications as and where necessary and supply of all materials at Duliajan.	₹ 1,76,500/-	₹ 1000/-
Period of Sale of Bid Doc. for above work: 11-03-2017, 07:00 AM to 06-04-2017, 03:30 PM.			
Bid Closing / Opening Date & Time for all the above works: 13-04-2017 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. Tender fee: Only payment made through online payment gateway on or before the last date of sale of bid document shall be acceptable and no other instrument (cash/ DD/ Cheques/Cashier Cheque, etc.) shall be acceptable. 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.			
EXEMPTION OF TENDER FEE: Central Govt. Departments and Central Public Sector Undertakings (PSU) are exempted from payment of tender fee. Application for exemption of Tender Fee must reach the office of GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602(Assam) within the bid selling period.			
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: 09-03-2017

DGM- Contracts (P)
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 Composite Bid System** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE: Providing and fixing sandwiched insulated roofing and composite panel wall cladding in the existing (operational) Central Workshop inside industrial area including dismantling of existing asbestos sheets, modifications as and where necessary and supply of all materials at Duliajan.

LOCATION OF WORK: Central Workshop, Inside Industrial area, Duliajan.

CONTRACT PERIOD: 78 (Seventy Eight) Weeks.

BID CLOSING/ OPENING DATE & TIME: 13-04-2017(11:00 HRS/14:00 HRS)

BID SECURITY DEPOSIT : ₹ 1,76,500/- (Rupees One Lakh Seventy Six Thousand Five Hundred Only).

- a) Bid Security deposited vide Bank Guarantee/LC No. _____
dated _____ of _____

(Original hard copy of (a) should reach the office of GM-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

**GM-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.**

2.1 The bidders shall pay the requisite Bid security against the individual IFBs through the online payment gateway. Alternatively, the bidders may deposit the requisite BID SECURITY in the form of Bank Guarantee/LC from a Nationalized /

Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. **DD/Cheques/ Cashier Cheque etc. will not be acceptable.** 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.** 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 GM-Contracts in presence of authorized representative of the bidder. **If the bid security is submitted in the form of BG / LC, the same should be dropped in the tender box placed at the office of the GM-Contracts on or before 1:30 p.m. of the schedule date of opening of tender.**

Exemption from submission of bid security:

Central Govt. Department & Public Sector Undertaking Companies are exempted from submission of bid security.

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 – GM – 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 bid validity period will lead to forfeiture of his/her/their Bid Security in full and debarment from participation in future tenders, at the sole discretion of the Company and the period of debarment will be decided as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

(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 90 (Ninety) 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 120 days (One Hundred Twenty) from the date of 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.

f) The bidders must upload the Integrity Pact, digitally signed by the authorized signatory (who is authorized to sign the bid) along with the Technical Bid.

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 GM -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 bidder should offer their overall rate only as a percentage of Company's internally estimated cost within the limit of at Par to +10% on the Company's internal estimated contract cost. The bids with overall rates quoted

below at par and above (+10%) of Company's internal estimate will be rejected outright.

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 Bank Guarantee/LC 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 be debarred from further tendering at the sole discretion of the Company and the period of debarment will not be less than 2 (Two) years.

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 dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

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 dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website, 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) Part- VI –Integrity Pact
- h) 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:

**GM 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 Guarantee/LC).**

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 Guarantee/LC)** must be received at OIL's GM (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-Composite 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. 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.

27.0 The Integrity Pact is applicable against this tender:

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

(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).

28.0 SCREEN SHOTS:

Display RFX Response:

Go to this Tab "Technical RFX Response" for Uploading "Un-priced Techno-commercial"

Go to this Tab "Notes and Attachments" for Uploading "Price Bid"

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

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Partners and Delivery Information

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:

BID ON "EDIT"

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

Area for uploading Un-Priced Techno-Commercial

Area for uploading Priced Bid**

Notes

Add | Clear

Assigned To | Category | Text Preview

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.

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

GM-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: - Providing and fixing sandwiched insulated roofing and composite panel wall cladding in the existing (operational) Central Workshop inside industrial area including dismantling of existing asbestos sheets, modifications as and where necessary and supply of all materials at Duliajan.

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 78 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The 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,

Contractor

- 3

Company

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: 25.21 %.

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

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

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.

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 OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

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

It's Partner /Legal Attorney

(Full Name of Signatory)

(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.: CDI4012P17

Sl. no	Description of Work	Qty	UOM	Curr.	Rate
	Group A SEC-A				
10	Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 metres lead of : Asbestos sheet	8,039	M2	INR	24.21
20	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50metres lead	20,000.00	KG	INR	1.74
30	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	15,000.00	KG	INR	74.53
40	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia. and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber / neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling,	904.8	KG	INR	455.56

Sl. no	Description of Work	Qty	UOM	Curr.	Rate
	C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)				
50	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item) With float glass panes of 5.50 mm thickness	60.3	M2	INR	1,015.07
60	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with 5.5 mm thick glass panes	772.24	M2	INR	937.63
70	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture	1,000	M2	INR	88.31

Sl. no	Description of Work	Qty	UOM	Curr.	Rate
80	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia. M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	9,293.60	M2	INR	142.44
90	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes 110 mm diameter	300	M	INR	231.87
100	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion Bend 87.5° 110 mm bend	60	EA	INR	175.89

Sl. no	Description of Work	Qty	UOM	Curr.	Rate
110	Providing and fixing to the inlet mouth of rain water pipe cast iron grating 15 cm diameter and weighing not less than 440 grams.	30	EA	INR	36.7
120	Providing and fixing factory made Rockwool composite panel system manufactured from external sheet of 0.5mm TCT (total coated thickness) profiled permanently colour coated zinc aluminum coated (150 GSM Zinc-Aluminum alloy coating total of both sides as per AS:1397 having minimum yield strength of 350Mpa. The inner sheeting shall be light grooved sheet or equivalent manufactured of galvanized sheet with 20 micron polyester top coat over 5 micron primer on the exposed side and alkyd back coat of 5 micron over primer of inner side. The panel shall have 1000/1023 mm width , 34.5 mm crests (for outer sheet) with special male/female side laps having system for auto-siphoning feature to prevent leakage. the composite Rockwool panel shall be fixe to the structure by means of self drilling fasteners. An insulation of 50 mm thick Rockwool converted to Lamellar as core insulation shall be mechanically fixed between to the sheets with suitable adhesive as per specification. Work shall be carried out as per specifications, approved drawings and instruction of the Engineer. The steel sheets shall confirm to IS:513, 277 & IS:14246. The colour of the cladding sheets shall match with new workshop shed. The rate includes corner flashings, trims , downspouts etc.	3,300	M2	INR	5,795.02

Sl. no	Description of Work	Qty	UOM	Curr.	Rate
130	Providing and fixing sandwiched insulated roofing system comprising of 0.55mm total coated thick high tensile zinc Aluminium alloy coats standing seam type non-piercing sheeting system having profile depth of sheet as 50.8 mm and pitch of 453.9 mm as external sheet. The sheet is to be fixed to the Z section with concealed compatible GI clip which will be held in position with wafer head screw. The core insulation will be 50mm thick Rockloyd resin bonded slab of 48kg/cum density conforming to IS:8183. The inner sheet shall be 28-30mm crest at a pitch of 195-200 mm c/c. The total coating masses for both external and internal sheet are 150 gm/m ² (AZ 150). The paint system consists with 15-20 micron Silicon modified polyester (SMP) coating over primer on outer side and manufacturer's backer coat on inner side. The entire roof will have no exposed screw (excepting at the joint of sheet and ridge of flashing) to generate water- tight system. The sheet shall generally be as per IS:14246:1985 and IS:513:1994.	4,654	M2	INR	2,594.88

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

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**

PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

DESCRIPTION OF WORK/SERVICES: Providing and fixing sandwiched insulated roofing and composite panel wall cladding in the existing (operational) Central Workshop inside industrial area including dismantling of existing asbestos sheets, modifications as and where necessary and supply of all materials at Duliajan.

1. PREPARATION OF WORKING DRAWING: Contractor shall prepare detailed working drawing indicating colour sequence, position of glazed aluminium ventilators/ windows/ openings, position of purlin/rafter as per structural plan etc and submit to Engineer-in-Charge for approval within 30 days from date of issuance of Letter of Intent (LOI).

2. 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. Any materials found not conforming to specification must be removed from site within 48 hours.

3. SITE CLEARANCE : Before the dismantling is started, the area shall be cleared of shrubs, vegetation, grass, uprooting of tree stumps and such others, and rubbish removed up to a distance of 50 metres outside the periphery of the area under clearance.

4. 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.

5. DISMANTLING AND DEMOLISHING : The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed.

Necessary propping, shoring and or under pinning shall be provided to ensure the safety of the adjoining work or property before dismantling and demolishing is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining work or property. Wherever specified, temporary enclosures

or partitions and necessary scaffolding with suitable double scaffolding and proper cloth covering shall also be provided, as directed by the Engineer-in-Charge.

Necessary precautions shall be taken to keep noise and dust nuisance to the minimum. The demolition work shall be proceeded with in such a way that it causes the least damage and nuisance to the adjoining building and the public.

Dismantling shall be done in a systematic manner. All materials which are likely to be damaged by dropping from a height or by demolishing roofs, masonry etc. shall be carefully removed first. Chisels and cutters may be used carefully as directed. The dismantled articles shall be removed manually or otherwise, lowered to the ground (and not thrown) and then properly stacked as directed by the Engineer-in-Charge.

Where existing fixing is done by nails, screws, bolts, rivets, etc., dismantling shall be done by taking out the fixing with proper tools and not by tearing or ripping off.

Any serviceable material, obtained during dismantling or demolition, shall be separated out and stacked properly as directed by the Engineer-in-Charge within a lead of 50 metres. All unserviceable materials, rubbish etc. shall be disposed off as directed by the Engineer-in-Charge.

6. STEEL WORKS :

LAYING OUT :- A figure of the steel structure to be fabricated shall be drawn on a level platform to full scale. This may be done in full or in parts, as shown on drawings or as directed by the Engineer-in-Charge. Steel tape shall be used for measurements.

FABRICATION :- Fabrication shall generally be done as specified in IS 800. Great accuracy shall be observed in the fabrication of various members, so that these can be assembled without being unduly packed, strained or forced into position and when built up, shall be true and free from twist, kinks, buckles or open joints. The steel section shall be straight or to be straightened or flattened by pressure unless required to be of curvilinear form and shall free from twists. These shall be cut square either by shearing or sawing to correct length and measured by steel tape. No two pieces shall be welded or joined to make up for the required length of member.

During execution, the steel members shall be securely bolted or otherwise fastened when necessary temporarily braced to provide for all loads including those due to erection equipment's and its operation to be carried safely by structure during erection. The steel members shall be placed in proper position as per approved drawing, final riveting or permanent bolting shall be done only after proper alignment has been checked and confirmed.

Trusses shall be lifted only at nodes. The trusses above 10 m in span shall not be lifted by slinging at two mid points of rafters, which shall be temporary braced by a wooden member of a suitable section. After the trusses are placed in position, purling and wind bracings shall be fixed as soon as possible.

Welding : Welding shall generally be done by electric arc process as per IS 816 and IS 823.

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The electric arc method is usually adopted and is economical. Gas welding shall only be resorted to using oxyacetylene flame with specific approval of the Engineer-in-charge. Gas welding shall not be permitted for structural steel work. Gas welding required heating of the members to be welded along with the welding rod and is likely to create temperature stresses in the welded members. Precautions shall therefore be taken to avoid distortion of the members due to these temperature stresses.

As far as possible every efforts shall be made to limit the welding that must be done after the structure is erected so as to avoid the improper welding that is likely to be done due to heights and difficult positions on scaffolding etc. apart from the aspect of economy. The maximum diameter of electrodes for welding work shall be as per IS 814. Joint surfaces which are to be welded together shall be free from loose mill scale, rust, paint, grease or other foreign matter, which adversely affect the quality of weld and workmanship.

7. ANODISED ALUMINIUM WORKS :

Aluminium sections used for fixed/open able windows, ventilators, partitions, frame work & doors etc. shall be suitable for use to meet architectural designs to relevant works and shall be subject to approval of the Engineer-in-Charge for technical, structural, functional and visual considerations. The aluminium extruded sections shall conform to IS 733 and IS 1285 for chemical composition and mechanical properties. The stainless steel screws shall be of grade AISI 304.

The permissible dimensional tolerances of the extruded sections shall be as per IS 6477 and shall be such as not to impair the proper and smooth functioning/operation and appearance of door and windows. Aluminium glazed doors, windows etc. shall be of sizes, sections and details as shown in the drawings. The details shown in the drawings may be varied slightly to suit the standards adopted by the manufacturers of the aluminium work, with the approval of Engineer-in-Charge.

GLAZING : Glass used for glazing shall be sheet glass of best approved quality, free from flaws, specks, bubbles and shall be of specified thickness.

8. SYNTHETIC ENAMEL PAINT :-

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

9. DOUBLE SCAFFOLDING SYSTEMS :-**SPECIFICATION :-**

Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube chollies, M.S. clamps and M.S. staircase system in the scaffolding for working

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platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer in- charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.

10. PROVIDING AND FIXING INSULATED WALL CLADDING SYSTEM:-**SPECIFICATION :-**

Providing and fixing factory made Rockwool composite panel system manufactured from external sheet of 0.5mm TCT (total coated thickness) profiled permanently colour coated zinc aluminium coated (150 GSM Zinc-Aluminium alloy coating total of both sides as per AS:1397 having minimum yield strength of 350 Mpa. The inner sheeting shall be light grooved sheet or equivalent manufactured of galvanized sheet with 20 micron polyester top coat over 5 micron primer on the exposed side and alkyd back coat of 5 micron over primer on the inner side. The panel shall have 1000/1023 mm width , 34.5 mm crests (for outer sheet) with special male/female side laps having system for anti-siphoning feature to prevent leakage. the composite Rockwool panel shall be fixed to the structure by means of self drilling fasteners. An insulation of 50 mm thick Rockwool converted to Lamellar as core insulation shall be mechanically fixed between to the sheets with suitable adhesive as per specification. Work shall be carried out as per specifications, approved drawings and instruction of the Engineer. The steel sheets shall conform to IS:513, 277 & IS:14246. The colour of the cladding sheets shall match with new workshop shed. The rate includes corner flashings, trims , downspouts etc.

11. PROVIDING AND FIXING INSULATED ROOFING SYSTEM :-**SPECIFICATION:**

Providing and fixing sandwiched insulated roofing system comprising of 0.55 mm total coated thick high tensile zinc Aluminium alloy coats standing seam type non-piercing sheeting system having profile depth of sheet as 50.8 mm and pitch of 453.9 mm as external sheet. The sheet is to be fixed to the Z section with concealed compatible GI clip which will be held position with wafer head screw. The core insulation will be 50 mm thick Rockwool resin bonded slab of 48kg/cum density conforming to IS : 8183. The inner sheet shall be 28-30mm crest at a pitch of 195-200 mm c/c. The total coating masses for both external and internal sheet are 150 gm/m² (AZ 150). The paint system consists with 15-20 micron Silicon modified polyester (SMP) coating over primer on outer side and manufacturer's backer coat on inner side. The entire roof will have no exposed screw (excepting at the joint of sheet and ridge of flashing) to generate water- tight system. The sheet shall generally be as per IS:14246:1985 and IS:513:1994.

12. MANDATORY TESTS :- The various mandatory tests shall be carried out by the contractor and no separate payment shall be made unless otherwise specified

in the schedule of rates. Following tests /test certificate to be produced by the contractor at his own cost.

- i. Test certificate of roofing and wall cladding material to be submitted.
- ii. Any other tests as per the direction of Engineer-in-charge.

13. MEASUREMENT & PAYMENT :-

Payment for all works done shall be made on the basis of actual work done as per the schedule of rates. Necessary and adequate arrangement to be made for measuring executed works at site as and when necessary. For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of rates, deviation order for the same shall be made on the rates as decided by the Company's Engineer.

14. SAFETY MEASURE :-

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

15. RECORD KEEPING :-

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

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

17. The bidder shall also furnish following information / documents along with 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.

18. 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.

- 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.

19. The bidder must provide the following minimum numbers of equipment in operational condition capable of providing uninterrupted services under the contract as and when required.

LIST OF MATERIALS & EQUIPMENTS TO BE SUPPLIED BY CONTRACTOR:

- Welding and cutting set - 03 (Three) no
- Crane - 20 MT capacity

20. (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. 17 of Part-III SCC have been submitted by me / us	YES
5	Bid validity from the date of technical bid opening is 90 days	YES
6	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 OIL's banning policy dated 6th Jan 2017 available at OIL's website. <u>List of equipment's:</u> • Welding and cutting set - 03 (Three) nos. • Crane - 20 MT capacity	YES

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 / GM-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 GM-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 as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

21. Defect liability period shall be 6 months beyond the date of completion of works as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be carried out entirely at Contractor's own expenses. If such corrective works are not carried out within a reasonable time, the Company, at its discretion, may have such remedial works carried out by other agencies and charge the cost thereof to the Contractor. This amount shall be deducted from contractor's bill/Retention money/ Performance security.

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.CDI4012P17

- A. SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and
- B. SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENTS for use in the execution of work.

Company will not provide any Plants and Equipment .

1) MATERIALS :- Nil

2) PLANTS AND EQUIPMENT : - Nil

Tender No: CDI4012P17

PART-V SAFETY MEASURES

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

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: - Providing and fixing sandwiched insulated roofing and composite panel wall cladding in the existing (operational) Central Workshop inside industrial area including dismantling of existing asbestos sheets, modifications as and where necessary and supply of all materials at Duliajan.

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.

Tender No: CDI4012P17

- 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.

Tender No: CDI4012P17

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. 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.

Tender No: CDI4012P17

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

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as "The Principal"
And
(Name of the bidder).....hereinafter referred to as
"The Bidder / Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Providing and fixing sandwiched insulated roofing and composite panel wall cladding in the existing (operational)Central Workshop inside industrial area including dismantling of existing asbestos sheets, modifications as and where necessary and supply of all materials at Duliajan.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:-

- I. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- II. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- III. The Principal will exclude from the process all known prejudiced persons.

Contractor

Company

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- I. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- ii. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- iii. The Bidder/Contractor will not commit any offence under the relevant anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iv. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover

from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not,

Contractor

Company

within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

for the Bidder / Contractor

Place: Duliajan.

Witness 1:

Date:

Witness 2:

Contractor

Company

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 ₹ 1,76,20,000.00 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 ₹ 1,05,72,000.00.
- 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.

Note: In case the bidder is Central Govt. organization/ PSU/ State Govt. organization/ Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

2.1.3 Bids must be valid for minimum 90 (Ninety) days from the date of Bid opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is 90 (Ninety) 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. Bidders 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 on or before 1:30 p.m. on the bid closing date. Alternatively bidder can submit Bid Security (in original) amount through Bank Guarantee/LC, which must reach the Office of GM-Contracts, OIL, Duliajan on or before 1:30 p.m. on the bid closing date. **Bid Security (EMD):-** Only payments through online payment gateway or Bank Guarantee/LC (to be submitted in original) will be acceptable. **DD/Cheques/Cashier Cheque etc. will not be acceptable.**

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 120 days from the date of 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 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who sign the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

2.1.6 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.

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 : Bidder must have experience of having supply and erection of sandwiched insulated roofing and composite panel wall cladding.

- (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 taking action as per OIL's banning policy dated 6th January 2017, available in the OIL's website.

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

- i. Bid will be opened on schedule date & time as specified in the NIT and all the bids where the bidders have quoted the lowest price (within the permissible percentage as per NIT) will be selected for conducting Draw of Lots (DoL). DoL will be conducted within a short period after Bid Closing Date. In the DoL, 7 (seven) numbers of bidders will be selected first, in the order of B-1 (Bidder-1), B-2 B-3, B-4, B-5, B-6 and B-7. The technical scrutiny will be carried out for these seven bidders only. If the bid of bidder B-1 is found to be technically qualified, B-1 will be the successful bidder (Priority-1 bidder) and the contract will be awarded to B-1. If B-1 is not found to be technically qualified but B-2 is technically qualified, B-2 will be awarded the contract, ---- and so on; i.e. whoever becomes the first technically qualified bidder in the order of B-1 →B-2→B-3→ B-4→ B-5→ B-6→ B-7, will be the successful bidder (P-1). In this way, P-1 (Priority-1) and P-2 bidders will be selected. The contract will be awarded to the P-1 bidder only. However, in case the bidder P-1 is not able to carry out the job due to any reason (action will be taken as per the OIL's banning policy dated 6th January 2017, available in the OIL's website), P-2 may be awarded the job, if the same is approved by Company's competent authority. In case, none of these seven bidders are found to be technically acceptable, the draw of Lot will be again conducted to select 7 more bidders as B-8 to B-14 and similar steps will be followed thereon as explained above. The system of conducting further draw of lots will be followed till a technically acceptable bidder is selected.
- ii. Bidder should note that deficit documents will not be sought from the bidders. The bids will be evaluated as per the documents received from the bidders at the time of bid opening. Any bid, which is not supported with the requisite documents as per the NIT, will be rejected straightway without seeking any further clarification and deficit document.

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

(B). BID REJECTION CRITERIA (BRC):

1. The bids are to be submitted in single stage under composite bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price (percentage only).
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
 - o. Integrity Pact

(C.) 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 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
GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN**

Dear Sirs,

**Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN
RESPECT OF TENDER NO. CDI4012P17**

(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