

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

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

IFB No.	SHORT DESCRIPTION OF SERVICE	BID SECURITY (Rs)	COST OF BID DOCUMENT (Rs)
CDI8612P16	Development of Nabajyoti gaon road near OCS-3 with 150 MM GSB, 150 MM WBM(2 layers of 75 MM) & 40 MM SDBC including supply of all materials. (Total approximate Length = 1.57 KM, Width= 3.66 Meters)	34,100/-	2000/-
Period of Sale of Bid Doc. for all the above works: 01.10.2015 to 29.10.2015			
Bid Closing / Opening Date & Time for all the above works: 05.11.2015 11.00/14.00 Hrs			
Vendors having user ID & password can purchase bid documents on-line through OIL's electronic Payment Gateway. New Vendors shall obtain User ID & password through online vendor registration system in e-portal and can purchased bid documents subsequently in the similar manner. Alternatively, parties can write to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 along with cost of bid document (non-refundable) in the form of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan, which must reach Head-Contracts office on or before the last date of sale of Bid Document.			
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 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.			

Date: 24.09.2015

A.DAS
Head Contracts -Civil
for **RESIDENT CHIEF EXECUTIVE**

Covering Letter

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

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

DESCRIPTION OF WORK/ SERVICE: Development of Nabajyoti gaon road near OCS-3 with 150 MM GSB, 150 MM WBM(2 layers of 75 MM) & 40 MM SDBC including supply of all materials.
(Total approximate Length = 1.57 KM, Width= 3.66 Meters)

LOCATION OF WORK: Duliajan Area at Dibrugarh District, Assam.

CONTRACT PERIOD: 36 (Thirty Six) weeks

BID CLOSING/ OPENING DATE: 05.11.2015

BID SECURITY DEPOSIT: ` 34,100/-(Rupees Thirty Four Thousand One Hundred Only)

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

No. _____ dated _____ of _____

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

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

2.1 All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/ Money Receipt/Bank Guarantee from a Nationalized / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid security against the individual IFBs through the online payment gateway. This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below. **Bids without Bid Security in the manner specified above will be summarily rejected. However, no bid security is required to be submitted for OIL registered "A" class bidders.** 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 Head-Contracts in presence of authorized representative of the bidder. **THE BID SECURITY SHOULD BE DROPPED IN THE TENDER BOX PLACED AT THE OFFICE OF THE HEAD CONTRACTS ON OR BEFORE 1.30P.M.OF THE SCHEDULE DATE OF OPENING OF TENDER. ALTERNATIVELY, APPLICANTS ALREADY HAVING USER ID & PASSWORD FOR OIL'S E-PORTAL CAN PAY THE REQUISITE BID SECURITY AGAINST THE INDIVIDUAL IFBS THROUGH THE ONLINE PAYMENT GATEWAY**

2.2 THE PHYSICAL BID SECURITY IS TO BE SUBMITTED ALONGWITH A COVERING LETTER MENTIONING THE e-TENDER NO AND THE BIDDER'S NAME AND ADDRESS IN A DULY SEALED ENVELOPE ADDRESSED TO – HEAD – 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.

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

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

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

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

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

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security in full and debarment from participation in future tenders, at the sole discretion of the Company and the period of debarment will not be less than 2 (two) years.

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

7.0 (a)The Bid must be valid for 180 (One hundred & eighty) 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 210 days from the date of Technical bid opening.

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

(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 Head (Civil) or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. He may also seek such clarification from this office as are deemed necessary.

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

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

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

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

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

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

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

12.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

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

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

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

14.0 SECURITY DEPOSIT:

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

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

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

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

18.0 Time Schedule

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

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

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

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

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

23.0 Bidder(s) must also furnish the followings:

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

24.0 The tender will be governed by:

- a) Covering Letter.
- b) Part - I - General Terms and Conditions for Works Contract. (GCC)
- c) Part - II - Schedule of Work, Unit and Quantity (SOQ)
- d) Part - III -Particular Specification, Special Terms, Conditions & Instructions of Contract (SCC)
- e) Part- IV - SCPME
- f) Part- V-Safety Measures
- g) 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:

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

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed Bid Security (if called for in the bid) in original will be ignored straightway.

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

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

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

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 Raghaw Sharan Pandey, IAS (Retd.), Former Secretary, Ministry of Petroleum & Natural Gas, E-Mail ID: rspandev_99@yahoo.com; Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: rajivmathur23@gmail.com have been appointed as Independent External Monitors).

28.0 SCREEN SHOTS:

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:

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.

HEAD-CONTRACTS
For RESIDENT CHIEF EXECUTIVE

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

Part-I GCC

Works Contract

DESCRIPTION OF WORK/SERVICES: - Development of Nabajyoti gaon road near OCS-3 with 150 MM GSB, 150 MM WBM(2 layers of 75 MM) & 40 MM SDBC including supply of all materials.(Total approximate Length = 1.57 KM, Width= 3.66 Meters)

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 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) AGST 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 36 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

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

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

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

10. The tendered all-inclusive Price (i.e. the Contract price) is ` _____ **(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)** (` _____ only.)

but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

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

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

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

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

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

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

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

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

20. Special Conditions

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

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

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

d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost. The following points are incorporated in the contract based on Contractor's declaration at the time of submission of offer against this contract.

(i) 12% P.F. is included / not included in the contract cost.

(ii) Wage component of the contract cost is 24.73%.

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 14 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 14% of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 14% 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:

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 for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

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

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

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal Attorney)

By the hand of

(Full Name of Signatory)

It's Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date: _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

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

E-Tender No.: CDI8612P16

SI no	Description of Work	Qty	UOM	Curr.	Rate
	Group A Sec. A	A			D
10	Levelling and dressing road sides: Levelling and dressing road sides and verges including dressing the area and cutting earth upto 150mm depth and filling depression and breaking large earth lumps as directed	3,140.00	M2	INR	10.24
20	Scarifying Granular Surface-Manually: Scarifying Existing Granular Surface to a Depth of 50 mm by Manual Means (Scarifying the existing granular road surface to a depth of 50 mm and disposal of scarified material within all lifts and leads upto 1000 metres.)	5,746.20	M2	INR	20.31
30	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	1,413.00	M3	INR	287.24

SI no	Description of Work	Qty	UOM	Curr.	Rate
40	75 MM WBM Course Grading 2: Water Bound Macadam (Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/binding material to fillup the interstices of coarse aggregate, watering and compacting to the reqd. density (with an initial lead of 5.0 km.) By Manual Means Grading II Using Screening Crushable type such as Moorum or Gravel	430.97	M3	INR	2667.46
50	75 MM WBM Course Grading 3: Water Bound Macadam (Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/binding material to fillup the interstices of coarse aggregate, watering and compacting to the reqd. density (with an initial lead of 5.0 km.) By Manual Means Grading III Using Screening Crushable type such as Moorum or Gravel	430.97	M3	INR	2667.46

Sl no	Description of Work	Qty	UOM	Curr.	Rate
60	150 MM GRANULAR SUB-BASE-RR- Contractor: CONSTRUCTION OF 150MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. (Road roller supplied by contractor).	2,873.10	M2	INR	61.78
70	Semi-Dense Bituminous Concrete-RR Cont: Providing and laying semi- dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equiped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.40 mm compacted thickness with bitumen of grade VG-30 @ 5%(percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity	6,320.82	M2	INR	424.48
80	Apply primercoat on GRAN BASE TENDER JOB: Providing and applying primer coat with bitumen emulsion on prepared surface of granular Base including clearing of road surface and spraying primer at the rate of 0.60 kg/sqm using mechanical means including supply of bitumen emulsion by Contractor of approved quality.(For TENDER ITEM)	5,746.20	M2	INR	27.90

SI no	Description of Work	Qty	UOM	Curr.	Rate
90	Apply tack coat (FORTENDERJOB): Providing and applying tack coat with bitumen emulsion/bitumen using emulsion pressure distributor at the rate of 0.20 kg per sqm on the prepared bituminous/granular surface cleaned with mechanical broom including supply of bitumen emulsion/bitumen by Contractor of approved quality.(For TENDER ITEM).	5,746.20	M2	INR	12.26
100	Laying RCC pipe NP3 900 mm Culvert: Supplying & Laying Reinforced cement concrete pipe NP3 900 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .	22.50	M	INR	7550.00
110	Making shallow kutchra drains . :Making shallow kutchra drains with base width 225mm and maximum depth 400mm including disposing spoil within 30m, dressing, grading, ramming, levelling, spreading etc. complete directed by Engineer in charge.	3,140.00	M	INR	14.13
120	Prelim & detail survey-Tracing of Plan: Preliminary and detail survey.(Part-B)1 Prepair drawing docket in five copies.(ploting and tracing of Plan, L-Section and X-Scction)	1.57	KM	INR	5720.00
130	B.M ,S.D.B.C works Taking&Recording level: Part-C(For B.M ,S.D.B.C works only)1 Taking & Recording level after and before construction of Bituminous surface as per MOSRTH (One time only)	1.57	KM	INR	2321.00
	SECTION B				

SI no	Description of Work	Qty	UOM	Curr.	Rate
10	Supply of Granular materials. Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	517.16	M3	INR	1227.14

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

Note: The Company's Internal Estimated Rates, as indicated in Part-II, are exclusive of P.F.

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

Particular Specifications and Instructions:

DESCRIPTION OF WORK/SERVICES: : Development of Nabajyoti gaon road near OCS-3 with 150 MM GSB, 150 MM WBM(2 layers of 75 MM) & 40 MM SDBC including supply of all materials.
 (Total approximate Length = 1.57 KM, Width= 3.66 Meters)

Special Terms and Condition:

1.0 SCOPE OF WORK :

Brief specifications are given here under for general guidance purpose of the tenderers. The job scope includes construction of sub-base with granular materials, Construction of two layers of (Grade-II & Grade- III) W.B.M of 75 mm thick each, providing and applying tack coat, construction of 40 MM thick Semi Dense Bituminous Concrete, supply & erecting hume pipe culvert etc.

(a) CONSTRUCTION OF SUB-BASE:

This work shall consist of laying and compacting well-graded material on prepared sub-grade in accordance with the requirements of these Specifications. The material shall be laid in one or more layers as sub-base, lower sub-base and upper sub-base (termed as sub-base hereinafter) as necessary according to lines, grades and cross-sections shown on the drawing or as directed by the Engineer. This job shall have to be carried out as per the procedure as spelt out in the Ministry of Road Transport & Highways Specifications for Road and Bridge Works Clause No.401.

(b) Construction of two layers of grading-II & GRADING III WATER BOUND MACADAM: This work shall consist of clean, crushed aggregates mechanically interlocked by rolling and bonding together with screening binding material and water laid on a properly prepared sub-base and finished in accordance with the requirements of these Specifications and in close conformity with the lines, grades, cross-sections and thickness as per approved plans or as directed by the Engineer. This job shall have to be carried out as per the procedure as mentioned in the Ministry of Road Transport & Highways Specifications for Road and Bridge Works Clause No.404.

(c) Construction of 40 MM Semi Dense Bituminous Concrete: This work shall consist of construction in a single or multiple layers of semi dense bituminous concrete on a previously prepared surface. A single layer shall be 25mm to 100 mm in thickness. This job shall have to be carried out as per the procedure as spelt out in the Ministry of Road Transport & Highways Specifications for Road and Bridge Works Clause No.508.

2.0 EXCAVATION OF FOUNDATION:

(i) Trenches to be excavated to the exact length, width and depth as shown in the drawing or as may be directed by the Engineer- in- charge.

(ii) When the foundations are completed to a desired height above ground level and approved by the Engineer-in-charge the excavated space round the foundations shall be cleared of rubbish or debris and refilled to the ground level with available excavated earth, watered and well rammed in layers not more than 150mm thick.

3.0 WATER

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

4.0 SPECIAL INSTRUCTION TO THE BIDDER

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing. The bidder or his official representative may be invited to attend a pre-bid meeting which would take place at the address, venue, time & date indicated later. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

5.0 SPECIAL INSTRUCTION TO THE CONTRACTOR

a). Efficient workmen to be engaged by the Contractor.

b). The Contractor's representative should report to Engineer-in charge on all working day's at 7.30AM for day to day instruction.

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

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

e). The Contractor shall obtain labour clearance within seven day's of signing the contract.

f). Water that may accumulate on the site during progress of the works or in trenches or at any excavated place of working site have to be evacuated from site by the contractor to the satisfaction of the Engineer-in-charge and at the Contractor's expense.

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

- h). No road closure will be allowed during execution of work and necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfillment of this condition.
- i). The Contractor will be required to work expeditiously at the site and must visit the site before tendering.
- j). Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-charge.
- k). The contractor should submit the work program in form of a bar chart within 7 days of receipt of work order.
- l) All materials supply by the contractor must be approved by Engineer In-charge and necessary Test certificate from competent authority to be submitted by the contractor.
- m). Company's Internal Estimate is excluding of PF component.
- n). The contractor has to work during rainy seasons also.

6.0 The signatory of the contract should visit the site of work/office at least twice a week to receive instructions from the Engineer in Charge or Company's representative.

7.0 The contractor shall arrange to provide watch and ward of Company's materials and equipments, issued to him/her (if any) in relation to the work.

8.0 Any infrastructural facility like water, electricity (if required), site godown etc. will have to be arranged/constructed by the contractor at his/her own cost.

9.0 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

10.0 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

11.0 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

12.0 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

13.0 Except where otherwise stated, the contractor shall pay all tonnage and other royalties, rent and other payments of compensation, if for getting stone, sand, gravel, clay of other materials required for the works. The contractor has to give proof for making payment of royalty to any state Government for procuring stone aggregate and earth etc.

14.0 TIME CONTROL:

Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.

15.0 IDENTIFYING DEFECTS:

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which is defined in the Contract.

16.0 PERIODIC MAINTENANCE:

The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free condition during the entire construction period.

17.0 Special Conditions for Bituminous work

To check the pilferage of bitumen, the following instructions have to be followed :-

- i). The data of each & every truck of receipt of bitumen be as per standard format.
- ii). Unloading of bitumen at plant site will be done in the presence of representative of Engineer. The day-to-day receipt and issue account of bitumen shall be maintained by the representative of Engineer and signed daily by the contractor or his authorized representative.
- iii). The bitumen indents of refinery may be sent to concerned refinery for verification as many fake indents are also available in market.
- iv). No contractual agency should be allowed to work from the same hot mix plant against two different contracts at one time. If he wants to start work on new project, he will have to stop the first work & then take permission from concerned site engineer in writing intimating the balance bitumen available at plant site.
- v). An undertaking should be taken from the agency during the payment of every bill that: He has actually purchased the bitumen as per list enclosed as annexure (the annexure should be part of undertaking).
 - He has used this bitumen on this work only.
 - He has not claimed its cost from any other division/office or any where else.
 - The data submitted by him is totally correct.
 - He owns full responsibility for the quality & quantity of bitumen and submission of data.

18.0. For controlling the quantity of mixed material the following procedure to be adopted:

- a). The contractor shall provide, install, maintain and operate at his own cost in good working condition a weigh bridge of suitable capacity at site of the hot mix plant under the direction of Engineer or his representative.

- b). Each truck before loading of the mix shall be weighted on the Weigh Bridge and its weight shall be recorded in the measurement book under the signature of authorized representative of the contractor and of the Engineer.
- c). The truck shall be again weighed on the weight bridge after loading of the mix and its weight recorded as per prescribed Performa.
- d). For the details of mixed material a slip book should be issued by JE at the plant site.

19.0 TECHNICAL SPECIFICATIONS

- i) Work shall be carried out as per the Ministry of Road Transport and Highways (MORT & H) Specification. Specification for Road and Bridges works. For items whose specifications are not given in MORT&H specifications for road and bridge works, then Company's work manual, as determined by the Engineer in that order should be followed.
- ii) For testing of materials for road construction, relevant I.S specification shall be referred to and department will have the discretion to get the sample tested from the reputed testing Laboratory. Testing charges shall be borne by the agency.
- iii) The frequency of testing shall generally conform to what has been stipulated in the codes, but this shall be increased beyond the stipulated minimum frequency, if frequent deficiencies in quality of works are noticed in particular location by the Engineer.
- iv) Level should be taken and entered in measurement book before commencing the work at an interval not exceeding 15 meters and after finishing the work complete in all respect as per MORT&H specification. The contractor shall make arrangement at his own cost for at least two numbers of modern leveling instruments (wild type) for the purpose of carrying out leveling operation.
- v). The Hot Mix Plant will be so located subject to the approval of the Engineer involving such lead in transportation of the mix so as to avoid its segregation and temperature drop beyond specified limits.
- vi). The contractor shall carry out the survey of existing road and submit the detail project report (DPR) for improvement of riding quality including the existing level and final level at his own cost and shall get it approved from the concerned Superintending Engineer in writing before commencing the work.
- vii). When the work under one agreement is being executed, the contractor shall not undertake any other work from same hot mix plant without written permission of the Engineer and shall also make separate arrangement of bitumen for that work.
- viii). The contractor will supply bills for purchase of RCC Hume Pipes clearly indicating name of manufacturer, date of manufacturing, Lot no. etc. These details must be painted on the RCC Hume Pipe. The pipe should be ISI marked. The manufacturer should give proof for validity of ISI license. In case of non supply of bills, no payment will be released.
- ix) All apparatus and laboratory equipments for quality control must be supplied by the Contractor

20.0 Note:-

a) Payment for the services of road roller shall be made as per actual number of days but not exceeding the pro-rata requirement for the entire job.

b) The Contractor shall not sub-let the WHOLE/ or any PART of the works / services. If given by the Contractor, shall not relieve the Contractor from any liability / obligation under the Contract Agreement and he / she / they shall be responsible for the acts, defaults or neglects of any sub-contractor, his/her/their agents, workmen. Any obstruction of Company's operation for non-payment of wages, dues, by the sub-contractor, workmen, and agents engaged by the Contractor, the sole responsibility shall be on the Contractor's part for which Company will not be responsible.

c) Company's Internal Estimate is excluding of PF component.

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

22.0 The bidder shall also furnish following information / documents alongwith the bid. Company reserves the right to reject the bid in the event of non submission of such information / documents.

- Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. The bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, with supporting documents, or a declaration / undertaking in stamped paper in the **Format Annexure-I**.

23.0 The bidder shall furnish following information / documents on issuance of LOI within 15 (fifteen) days from the date of issuance. Company reserves the right to cancel the contract / LOI if these documents are not submitted within the stipulated period, besides taking action under clause 25.0 (C) of Part-III SCC of tender document.

(a) PAN, VAT Registration number (Not required for OIL registered contractors)

(b) Service Tax Registration number issued by the appropriate Govt. Authority or exemption certificate from the concerned authority or a declaration / undertaking in stamped paper in the prescribed Format to the extent that provisions of the Service Tax are not applicable to him / her / them and in the event of any claim from the Service Tax Authority upon Company at a later date with respect to the services provided under the contract, the bidder shall deposit such amount to the Company, as per the rules applicable from time to time.

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

LIST OF MATERIALS & EQUIPMENTS TO BE SUPPLIED BY CONTRACTOR:

- Batch type Hot Mix Plant (CAPACITY- 100 to 120 TPH).....1 (One) No
- Paver finisher hydrostatic with sensor control1 (One) No

- Excavator cum loader 1 (One) No
- Static Roller (CAPACITY-8 to 10 T,)1 (One) No
- Vibratory Roller (CAPACITY-8 to 10 T,)1 (One) No
- Water Tanker with sprinkler (CAPACITY-6 KL.)..... 1 (One) No
- Mechanical Broom hydraulic (CAPACITY-1250sqm/hr.)1 (One) No
- Bitumen Pressure Distributor (CAPACITY-7 to 10 TON.)..... 1 (One) No
- Front End Loader1 (One) No
- Air compressor1 (One) No
- Diesel Electric Generator (CAPACITY-35 KVA.)..... 1 (One) No
- Tippers.....2 (Two)Nos
- Dumper2 (Two) Nos

25.0 (A) The following check list, duly endorsed by the bidder, to be enclosed 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. 22.0 of Part-III SCC have been submitted by me /us	YES
5	Bid validity from the date of technical bid opening is 180 days	YES
6	<p>I / We shall provide the following minimum numbers of equipments in operational condition capable of providing uninterrupted services under the contract as and when required, failing which company shall have the right to terminate the contract, besides taking action as per Clause 25(C) hereunder.</p> <p>List of equipment's:</p> <ul style="list-style-type: none"> • Batch type Hot Mix Plant (CAPACITY- 100 to 120 TPH)....1 (One) No • Paver finisher hydrostatic with sensor control1 (One) No • Excavator cum loader 1 (One) No • Static Roller (CAPACITY-8 to 10 T,)1 (One) No • Vibratory Roller (CAPACITY-8 to 10 T,)1 (One) No • Water Tanker with sprinkler (CAPACITY-6 KL.)..... 1 (One) No • Mechanical Broom hydraulic (CAPACITY-1250sqm/hr.)1 (One) No • Bitumen Pressure Distributor (CAPACITY-7 to 10 TON.)..... 1 (One) No • Front End Loader1 (One) No • Air compressor1 (One) No • Diesel Electric Generator (CAPACITY-35 KVA.)..... 1 (One) No • Tippers.....2 (Two)Nos • Dumper2 (Two) Nos 	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 / Head-Civil Engineering department, before submitting the bid.

(B) 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 Head-Civil by all bidders before issuance of work order.

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

- a) Has indulged in malpractices, bribery, fraud, pilferage.
- b) Is bankrupt or is being dissolved or resolved to be wound up or proceedings for winding up or dissolution have been instituted.
- c) Has furnished false information /statement / declaration and / or forged document / certificate.
- d) Has substituted materials in lieu of materials supplied by OIL or has not returned or has short returned or has unauthorizedly disposed-off materials / documents / drawings / tools or plants or equipments supplied by OIL.
- e) Has obtained official Company information or copies of documents in relation to the tender / contract by dubious methods / means.
- f) Has deliberately violated and circumvented the provisions of labour laws / regulations / rules, safety norms or other statutory requirements.
- g) Has indulged in construction and erection of defective works or supply of defective materials/services and not made good of the defects within reasonable time in spite of follow-up by Company.
- h) Has not cleared OIL's previous dues.
- i) Has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j) Has refused to accept LOA / LOI / Purchase Order / Signing of the Contract after accepting LOA / Work Order after the same is issued by OIL within the period of Bid validity and as per agreed terms & conditions.
- k) After bid opening, withdraws / revises its bid within the period of bid validity for no valid reasons. However, reduction of quoted rate(s) / Bid price by L1 Bidder after the bid opening date shall not constitute ground for banning.
- l) Has parted with, leaked or provided confidential / proprietary information of OIL given to the party only for its use (in discharging its obligations against an order / contract) to any third party without prior consent of OIL.

- m) Use intimidation / threatening or brings undue outside pressure on the Company or its Official(s) for acceptance of its bid or acceptance of materials supplied or performance of the job under the contract / purchase order.
- n) If the Director / Owner / Proprietor / Partner of a party is convicted by a court of law for offences involving moral turpitude in relation to its business dealings during last five years.
- o) Poor performance of the supplier / contractor /service provider in one or several contracts / supplies affecting Company's operations.
- p) Any other ground for which, in the opinion of the Company makes it undesirable to deal with the party.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan
WORKS CONTRACT
Schedule of company's Plants, Materials and Equipments
E-Tender No.CDI8612P16

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

Materials: All the Materials required for execution of the jobs shall have to be arranged by the contractor.

NOTE:

i) Materials: The contractor has to utilize cement for the various jobs as per CPWD specification and consumption shall have to be recorded in a binded book.

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

iii. All the materials must be under proper watch & ward so that no part is pilfered. If any pilferation, damage or loss takes place the matter will be referred to appropriate Govt. authorities for legal action.

Plants and Equipments: Nil

NOTE:-

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

2. If the materials listed above are not available suitable substitute will be provided by the Company and Contractor shall incorporate the same in the works without extra cost.

3. Plants and equipment if issued to Contractor must be under proper watch so that no part is pilfered. These must be handled only by Company's operators. Contractor shall be responsible for any loss or damage to these plants and equipment while these are under his/their custody.

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

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

PART-V SAFETY MEASURES

To,
HEAD-CONTRACT
Oil India Limited
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service: Development of Nabajyoti gaon road near OCS-3 with 150 MM GSB, 150 MM WBM(2 layers of 75 MM) & 40 MM SDBC including supply of all materials.
(Total approximate Length = 1.57 KM, Width= 3.66 Meters)

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

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

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health Safety & Environment) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a Contractor 1 Company SCC safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Date_____

Yours Faithfully

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 Development of Nabajyoti gaon road near OCS-3 with 150 MM GSB, 150 MM WBM(2 layers of 75 MM) & 40 MM SDBC including supply of all materials.

(Total approximate Length = 1.57 KM, Width= 3.66 Meters).

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.
- (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 Page 2 of 6 substantive suspicions 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 credibility 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, 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:

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

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 BRC 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 Experience of having successfully completed similar works with CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking. The minimum value of contract work completed successfully during the last seven (07) years ending last day of the month previous to the one in which applications are invited should be either of the following

One single completed work of value = ` 55,00,000/-

OR

Two numbers completed works of value = ` 35,00,000/-each

OR

Three numbers completed works of value = ` 28,00,000/-each

2.1.2 Average Annual Financial Turnover of the bidder during the last three (03) years, ending 31st March 2015 should be at least ` 21,00,000/-. The proof of Annual Turnover should be either in the form of Audited Balance Sheet along with Profit and Loss account or Certification from Chartered / Cost Accountant firm along with Profit and Loss account indicating their membership / code number.

2.1.3 Bids must be valid for minimum 180 (one hundred eighty) days from the date of Technical Bid opening.

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

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

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

Note:(a) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for minimum 210 days from the date of Technical bid opening.

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

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

2.1.6 The bidders must submit documentary evidence for BRC clause numbers 2.1.1 and 2.1.2 and the documents must be duly NOTORISED by the Government approved Notary. All the documents should be legible. The bidders must upload the documents with digital signature.

However, no bid security is required to be submitted by OIL registered “A” class bidders. OIL registered “A” class bidders are also exempted of any experience or turnover as per para 2.1.1 & 2.1.2.

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

Definition of similar work: Construction of Drilling location/ Road works.

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

4.0 SUBMISSION OF FORGED DOCUMENTS:

Bidders should note that Company may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfillment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract and forfeit EMD / SD submitted by the bidder(s), besides liable for action as per clause no.25 (C) of Part-III SCC of tender document.

(B) BID EVALUATION CRITERIA (BEC):

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

1.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made including loading for deviation if any.

2.0 In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot amongst the parties offering the same lowest price.

Note: The Company's Internal Estimated Rates, as indicated in Part-II, are exclusive of P.F. & Service Tax.

NOTE: Apart from BEC/BRC as detailed above bidders are also advised to kindly note that Documents/ Annexure/Declaration as per clause no. 22.0 & 25.0 (A) of part –III SCC of tender document should be furnished along with the bid. However, this will not be a part of BEC / BRC.

(ON THE NJSP OF RS.100/-)

TO BE NOTORISED

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

Dear Sirs,

**Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN RESPECT OF TENDER NO
CDI8612P16...**

(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.
- 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:-