



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Conquering Newer Horizons

NEF Project, P.O.- Duliagan, Assam-786602, India

Tel No:(91)374 280 7461, E-mail:nef@oilindia.in, website:www.oil-india.com

COVERING LETTER

E-TENDER NO: CNI8112P16 DATED 07.08.2015

OIL INDIA LIMITED (OIL), 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: <https://etender.srm.oilindia.in/irj/portal>

DESCRIPTION OF WORK/ SERVICE: Construction of Approach Road, Plinth, Effluent Pit, Foundation for Derrick Leg and other ancillary civil works including supply of all required materials except Cement for drilling location NCK 1, near Old Jambo village at Namchik, Dist: Changlang, Arunachal Pradesh in Namchik PEL area

LOCATION OF WORK : Loc. NCK-1 at Namchik in Changlang District, Arunachal Pradesh

CONTRACT PERIOD : 28 (Twenty-Eight) Weeks

MOBILIZATION PERIOD (S) : 07 (Seven) Days

BID CLOSING DATE & TIME : As mentioned in e-portal

BID OPENING DATE & TIME : As mentioned in e-portal

COST OF BID DOCUMENT : Rs. 5,000.00 (Rupees Five Thousand Only)

BID SECURITY DEPOSIT : Rs. 72,000.00 (Rupees Seventy Two Thousand Only)

- (a) Bid Security deposited vide Demand Draft / Banker's Cheque / Bank Guarantee No. _____ dated _____ of _____.
(Original hard copy of (a) should reach the office of HEAD-NEF, Oil India Limited, NEF Project, Duliagan, Assam, 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 (Technical Bid).
- b) Bidders to confirm that in the event of the award of Contract they will submit Performance Security @ 2.5% of the total contract price and their acceptance of payment after deduction @7.5% against each running bill towards retention money as per Company's policy. Earnest Money/ Bid Security/ Performance Security / Retention Money will not earn any interest.

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-NEF
NEF PROJECT
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 in favour of Oil India Limited & payable at Duliajan, Assam or in the form of Bank Guarantee in OIL's prescribed format from any Nationalized/Scheduled Bank in India. 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. 6.0(a) below. Bids without Bid Security in the manner specified above will be summarily rejected. Bid should be submitted/uploaded on-line through OIL's e-Tendering Portal up to 11:00 HRS (IST) (Server Time) within the bid closing date as mentioned in the e-portal and will be opened on the same day at 14:00 HRS (IST) at Office of the HEAD-NEF, DULIAJAN in presence of authorized representative of the bidders, who choose to attend. THE BID SECURITY SHOULD BE DROPPED IN THE TENDER BOX PLACED AT THE OFFICE OF THE HEAD-NEF, DULIAJAN ON OR BEFORE 1.30 P.M. OF THE SCHEDULE DATE OF OPENING OF TENDER. ALTERNATIVELY, APPLICANTS ALREADY HAVING USER ID & PASSWORD FOR OIL'S E-PORTAL CAN PAY THE REQUISITE BID SECURITY AGAINST THE INDIVIDUAL IFBS THROUGH THE ONLINE PAYMENT GATEWAY.

2.2 The Bid Security, in Original should be submitted in physical form along with a covering letter mentioning the E-Tender No. at the office of the HEAD-NEF, NEF PROJECT, OIL INDIA LIMITED, DULIAJAN, ASSAM on or before 1.30 P.M. on the schedule date of opening of tender. Bidders may also send their bid security by Registered Post or by Courier Services. However, Company shall not be responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

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

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

4.0 The Technical Bid alongwith all technical documents related to the tender should be uploaded under "Technical RFx Response" Tab only. Bidders to note that no price/cost details should be uploaded in "Technical RFx response" Tab page otherwise the offer will be rejected. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under "Notes & Attachments" tab.

4.1 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.

4.2 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.

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

4.4 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) VALIDITY OF BID: 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) 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.

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

(e) The bidders must upload the Integrity Pact, digitally signed by the authorized signatory (who is authorized to sign the bid) alongwith 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-Services (NEF) 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 both in words & figures up to two decimal places only.

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.

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

14.0 SECURITY DEPOSIT: The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque in favour of Oil India Limited & payable at Duliajan or in the form of Bank Guarantee (Proforma-II B) as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work including warranty period if any, 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 to the Contractor.

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

16.0 RETENTION MONEY: A retention money equivalent to 7.5% of each running bill will be deducted till final completion of the work. This deducted amount will be released after 6 (six) months from the date of completion certificate from the Head-Services (NEF).

17.0 The work shall have to be start 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) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC)
- c) Part-I : General Terms and Conditions for Works Contract (GCC)
- d) Part-II : Schedule of Work, Unit and Quantity (SOQ)

- e) Part-III : Particular Specification, Special Terms, Conditions & Instructions of Contract (SCC)
- f) Part-IV : SCPME
- g) Part-V : Safety Measures
- h) Part-VI : Integrity Pact (IP)

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 the original Bid Security which is to be submitted manually/physically in sealed envelope super-scribing the Tender No., Brief description of work and due date at the below mentioned address:

HEAD NEF,
NEF PROJECT,
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 On 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 **INTEGRITY PACT:** 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.

27.1 OIL has appointed Sri Raghaw Sharan Pandey, IAS (Retd.) Former Secretary MOP & NG and Shri Rajiv Mathur, IPS (Retd.) Former Director, IB, Govt. of India as Independent External Monitors (IEMs) to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to the Invitation for Bid (IFB).

28.0 Language of BIDS: The bid as all correspondence and documents relating to the bid exchanged between the bidder and the Company shall be in English language only.

29.0 Bidders should include all taxes, duties, all liabilities including statutory liabilities in their quoted rates excluding PF, if applicable on Wage Component.

30.0 OIL now looks forward to your active participation against the Tender.

(BHAGYA SONOWAL)
MANAGER (MATERIALS)-NEF
FOR EXECUTIVE DIRECTOR (E&D)

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC):

1.0 BID REJECTION CRITERIA (BRC):

The bid shall conform to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case material and 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 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 shall be submitted along with the Technical Bid.

- (a) The bidder must have Experience of having successfully completed similar type of works with CPWD, Railways, APWD, APPWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking. The minimum value of contract job executed successfully during the last seven (07) years as on the last date of the month previous to the bid closing date should be:

One single contract job of value of Rs. 114.66 Lakhs

Or

Two contract jobs of value of Rs. 71.66 Lakhs each

Or

Three contract jobs of value of Rs. 57.33 Lakhs each

Note: The similar work means construction of drilling locations, roads, RCC buildings and RCC bridges.

- (b) Average Annual Financial Turnover during the last three (03) years, ending 31st March 2015 should be at least Rs. 43.00 Lakhs. The proof of Annual Turnover should be either in the form of Audited Balance Sheet or Certification from Chartered / Cost Accountant firm along with Profit and Loss account indicating their membership / code.

- (c) The bidder must submit documentary evidences of possessing the following equipment or undertaking from the owners that the equipment will be provided to the bidder for the work if the work is allotted to the bidder:

i) Excavator	: 02(Two)	Nos.
ii) Road Roller	: 02(Two)	Nos.
iii) Dumper	: 04(Four)	Nos.
iv) Vibrator	: 02(Two)	Nos.
v) Mixture Machine	: 02(Two)	Nos.
vi) Sump Pump	: 01(One)	No.

- (d) PF code number issued by the appropriate Govt. Authority or exemption certificate from the concerned authority or a declaration in stamped paper that provisions of the PF Act are not applicable to him / them and in case the PF is to be deposited later on, the same will be deposited by the bidder.

- (e) PAN, VAT and Service Tax Registration certificates.

- (f) Documentary evidence in support of sound financial standing and Bank Account number from any Bank.
- (g) All the certificates and documentary evidences submitted in support of paragraph 1.0(a), 1.0(b), 1.0(c), 1.0(d), 1.0(e) & 1.0(f) above should be clearly legible and duly notarized by Government approved Notary with official seal.
- (h) Company has the right to check the original certificates / documents at any point of time if desired and the required documents should be produced for authentication.
- (i) Documentary evidences of job experiences should be in the form of Completion Certificate(s).
- (j) Non-submission of the documents as specified in all the paragraphs above will result in rejection of bids.

1.2 COMMERCIAL:

1.2.1 The Bids are to be submitted under "Single Stage Two (2) Bid System" i.e. "Technical Bid (Techno-Commercial Un-priced Bid)" and the "Price Bid" in OIL's e-tender portal.

1.2.2 Bidder must furnish Bid Security, in original, along with the Technical (Un-priced) Bid. Any bid not accompanied by a proper bid security will be rejected. The Bid Security (in original) must reach the OFFICE OF THE HEAD-NEF, NEF PROJECT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602(INDIA) in a sealed envelope before the Techno-commercial Bid Opening Date and Time. However, a scanned copy of the Bid Security may also be uploaded as a part of the Techno-commercial Bid in OIL's E-portal. The amount of Bid Security is 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.

1.2.3 Integrity Pact: The Integrity Pact must be submitted with the Techno-commercial Bid, digitally signed by the same signatory who signs the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be rejected straightway.

1.2.4 There should not be any indication of price/rates in the Technical Bid. A bid will be straightway rejected if price/rate is given in the Technical Bid.

1.2.5 Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in PRICE BID FORMAT, and upload the same separately as attachment in its designated place in OIL's e-Tender portal; otherwise the Bid will be summarily rejected.

1.2.6 Validity of the bid shall be minimum 180 days from the date of technical bid opening. Bids with lesser validity will be rejected.

1.2.7 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

1.2.8 Bidders must quote clearly and strictly in accordance with the price schedule outlined for all items in relevant section of Bidding Documents; otherwise the bid will be rejected.

1.2.9 Any bid containing false statement will be rejected.

1.2.10 The Bid Documents are not transferable. Offers made by bidder who have not been issued Tender document/User-ID/Password from the Company will be rejected.

1.2.11 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

1.2.12 Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

1.2.13 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.

- (a) Performance Security Clause.
- (b) Bid Security Clause.
- (c) Integrity Pact.
- (d) Force Majeure Clause.
- (e) Termination Clause.
- (f) Settlement of disputes Clause.
- (g) Liquidated Damages & Penalty Clause.
- (h) Acceptance of Jurisdiction and applicable law.
- (i) Tax liabilities clause.
- (j) Insurance clause.
- (k) With holding clause.
- (l) Liability clause.
- (m) Set off clause
- (n) Safety & Labour Law

1.3 GENERAL:

1.3.1 In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.

1.3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC/BRC also and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily be rejected.

1.3.3 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

1.3.4 Any exception/deviation to the tender must be spelt out by the bidder in their Technical Bid only. Any additional information/terms/ conditions furnished in 'Price Bid' will not be considered by Company for evaluation/award of contract.

1.3.5 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.

1.3.6 Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

2.0 BID EVALUATION CRITERIA (BEC):

2.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria.

2.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total cost of various works envisaged under the contract.

2.3 If there is any discrepancy between the unit rate and total price, the unit rate will prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amount mentioned in words shall prevail and will be adopted for evaluation.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
NEF PROJECT, DULIAJAN
DIST: DIBRUGARH
ASSAM: 786602

WORKS CONTRACT

DESCRIPTION OF WORK/SERVICES: - Construction of Approach Road, Plinth, Effluent Pit, Foundation for Derrick Leg and other ancillary civil works including supply of all required materials except Cement for drilling location NCK 1, near Old Jambo village at Namchik, Dist: Changlang, Arunachal Pradesh in Namchik PEL area

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/she (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) 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 28(TWENTY EIGHT) WEEKS of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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 Rs. _____
(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.) (Rupees

_____ only.)
 but the Company shall pay the Contractor 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 _____%.

The wage component for this tender shall be considered at 27.88% of the contract cost.

- e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.
- f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.
- g) The Contractor shall have to work during rainy seasons also.
- h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- i) Efficient workmen to be engaged by the Contractor. The Contractor's representative should report to Engineer-in-charge on all working days at 7:00 AM and 3:00 PM (IST) for instructions.
- j) Materials, if rejected should be removed from site within forty eight (48) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- k) The Company reserves the right to get the part or whole work complete at the risk and cost of Contractor if he fails to complete the work within the agreed stipulated time frame without any valid reason. The Company's decision in this regard shall be final and binding on the Contractor.
- l) The Contractor shall obtain labour clearance within seven (7) days of signing the Contract.
- m) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to the entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- n) If required, The Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.

- o) If needed, water and electricity will have to be arranged by the Contractor at their own cost.
- p) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (latest editions) while executing the work.
- q) The Contractor shall provide all requirements and facilities for the personnel engaged by him/them for job execution during progress of work at site as may be necessary.
- r) The Contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in-charge.
- s) The program of works to be submitted in the form of Bar Chart within three (3) days after receipt of work order.
- t) 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

21.0 ARBITRATION: Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration: DULIAJAN

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

23.0 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.

24.0 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.

25.0 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, Sealed and Delivered:

Signed in the name and on behalf of
M/s.
(CONTRACTOR)

Signed in the name and on behalf of
OIL INDIA LIMITED
(COMPANY)

()

()

In the presence of:

In the presence of:

1.
Name:

1.
Name:

Designation:

Designation:

2.
Name:

2.
Name:

Designation:

Designation:

OIL INDIA LIMITED
 (A Govt. of India Enterprise)
NEF Project, Duliajan

DESCRIPTION OF WORK/SERVICE:

CONSTRUCTION OF APPROACH ROAD, PLINTH, EFFLUENT PIT, FOUNDATION FOR DERRICK LEG, PUMP ETC. AND OTHER ANCILLARY CIVIL WORKS INCLUDING SUPPLY OF ALL REQUIRED MATERIAL EXCEPT CEMENT FOR ONE DRILLING LOCATION (i.e. LOC-NCK 1, NEAR OLD JAMBO VILLAGE AT NAMCHIK, DIST- CHANGLANG, ARUNACHAL PRADESH) IN NAMCHIK PEL AREA.

SCHEDULE OF WORK, UNIT, QUANTITIES

- 1.0 Schedule of Quantities: The tentative requirements as assessed by Company for execution of jobs covered under this tender are highlighted below and evaluation of Bids to determine the inter-se-ranking of successful bidders will be made accordingly based on the rates to be quoted by the bidders. However, the actual quantity/ requirement may vary depending upon the site conditions and therefore, payment will be made on the basis of actual job requirements and execution thereof at site by the Contractor. Hence, it will be obligatory on the part of Contractor to complete the entire jobs in adherence/ consistence with contractual provisions and instructions of Company's Engineer-in-charge based on site requirements.

GROUP-A:

Srl. No.	Description of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
GROUP-A SECTION-A: LABOUR SUPERVISION AND RELATED TRANSPORT WHEREVER APPLICABLE					
10	JUNGLE CUTTING / REMOVAL UPTO 150 MM GIRTH: Jungle cutting and clearing including removal of cut materials up to 100 m from site, including plants and trees up to 150 mm in girth, jungle cutting considered cut at ground level.	M2	20,800.00		
20	CUTTING & REMOVING BAMBOOS (JATI / BHALUKA): Cutting and removing bamboos (Jati / Bhaluka) and stacking them at about 30m distance away from site of operation including cutting branches and cleaning the site.	NO	1,000.00		
30	COLLECTING / EXCAVATING SAND, SOIL, SILT: 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 up to 30m and lift as required. (The contractor shall be responsible for all	M3	1,422.00		

	formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)				
40	SURFACE DRESSING OF THE GROUND: Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m for all kinds of soil.	M2	1,185.00		
50	100 MM GRANULAR SUB-BASE-RR-Contractor: CONSTRUCTION OF 100MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide leveled with finished road surface, dressing sub-grade including cutting surface up to 75mm deep to required level. (Road roller to be supplied by contractor).	M2	1,680.00		
60	150 MM GRAVEL ROAD-RR-Contractor: CONSTRUCTIONS OF 150 MM THICK (CONSOLIDATED) GRAVELLED ROAD including providing well compacted side beams with earth on either sides, one meter wide and 50mm thick above final level of graveled road, dressing sub-grade (including cutting of earth up to 75mm deep) to required level, spreading gravel in two layers with bondage of dry earth and dry rolling each layer separately until fully compacted and finally spreading sand shingles uniformly to 25mm thick and re-rolled as directed. (Road roller service to be provided by contractor).	M2	840.00		
70	PCC UPTO PLINTH 1:3:6 COARSE SAND, CA 40MM: Laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 40 mm nominal size)	M3	1.50		
80	LAYING RCC PIPE NP3 900 MM CULVERT: Supplying & Laying Reinforced cement concrete pipe NP3 900 mm dia. pre stressed concrete pipe for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .	M	10.00		
90	SPREADING GRAVEL, BRICK BAT:	M3	170.00		

	Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00 m.				
100	SPREADING CINDER, SAND SHINGLE: Spreading cinder, sand shingle and sand over sunken road surface, including carrying from a distance of 30.00m.	M3	170.00		
Srl. No.	Description of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
GROUP-A SECTION-B: SUPPLY OF ALL MATERIALS AT SITE OF WORK INCLUDING ALL ROYALTIES AND OTHER CHARGES BEING BORNE BY THE CONTRACTOR					
10	GRAVEL (65MM GRADED DOWN TO 25MM): Supply of Gravel (65mm graded down to 25mm), hard, clean and free from foreign materials	M3	317.000		
20	SUPPLY OF SAND SHINGLE: Supply of Sand Shingle(containing 60% to 80% sand & 40% to 20% shingle of size 20mm graded down to 5mm), clean and free from clay and rubbish etc.	M3	191.000		
30	SUPPLY OF GRANULAR MATERIALS: Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	M3	210.00		
40	SAND FOR GENERAL USE: Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish	M3	0.68		
50	BROKEN STONE (BOULDER BROKEN): Broken stone (Boulder broken 25mm-12mm)	M3	1.35		

GROUP-B:

Srl. No.	Description of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
GROUP-B SECTION-A: LABOUR SUPERVISION AND RELATED TRANSPORT WHEREVER APPLICABLE					
10	JUNGLE CUTTING/REMOVAL UPTO 150MM GIRTH: Jungle cutting and clearing including removal of cut materials up to 100 m from site, including plants and trees up to 150 mm in girth, jungle cutting considered cut at ground level.	M2	20,800.00		
20	CUTTING & REMOVING BAMBOOS (JATI/BHALIKA): Cutting and removing bamboos (Jati / Bhaluka) and stacking them at about 30m distance away from site of operation including cutting branches and cleaning the site.	NO	2,000.00		
30	UPROOTING TREE STUMPS / REMOVING OVER 2M: Uprooting tree	EA	15.00		

	stumps and removing them to 30m from site of operation for girth of tree from 300mm up to one meter.				
40	EARTH WORK IN EXCAVATION-MECHANICALLY: Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilizing the remaining earth locally for road work.)for Ordinary Soil by Mechanical Means (Depth upto 3 m)	M3	5,570.00		
50	CONSTRUCTION OF EMBANKMENT-RR CONT EMBANKMENT CONSTRUCTION WITH MATERIAL OBTAINED FROM BORROW PITS: Construction of embankment with approved material obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement with a lead upto 1000 m. (Road roller services to be supplied by Contractor).	M3	16,500.00		
60	COLLECTING / EXCAVATING SAND, SOIL, SILT: 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 up to 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	4,000.00		
70	SURFACE DRESSING OF THE GROUND: Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m for all kinds of soil.	M2	6,500.00		
80	SURFACE TREATMENT: Preparation and surface treatment of formation by removing mud and slurry, watering to the extent needed to maintain the desired moisture content, trimming to the required line, grade, profile and rolling with 8-10	M2	5,800.00		

	tonne smooth wheeled roller.				
90	100 MM GRANULAR SUB-BASE-RR-CONTRACTOR: CONSTRUCTION OF 100MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide leveled with finished road surface, dressing sub-grade including cutting surface up to 75mm deep to required level.(Road roller service to be supplied by contractor).	M2	11,600.00		
100	150 MM GRAVEL ROAD-RR-CONTRACTOR: CONSTRUCTIONS OF 150 MM THICK (CONSOLIDATED) GRAVELLED ROAD including providing well compacted side berms with earth on either sides, one metre wide and 50mm thick above final level of gravelled road, dressing sub-grade (including cutting of earth up to 75mm deep) to required level, spreading gravel in two layers with bindage of dry earth and dry rolling each layer separately until fully compacted and finally spreading sand shingles uniformly to 25mm thick and re-rolled as directed.(Road roller service to be provided by contractor).	M2	5,800.00		
110	SPREADING GRAVEL, BRICK BAT: Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00m.	M3	300.00		
120	SPREADING CINDER, SAND SHINGLE: Spreading cinder, sand shingle and sand over sunken road surface, including carrying from a distance of 30.00m.	M3	300.00		
130	FILLING & PLACING EMPTY CEMENT BAGS WITH SAND: Filling empty cement bags with sand of minimum volume of 0.025 Cu. m per bag, tying open end with rope / wire and stacking at filling yard ready for transporting, excluding supply of sand and empty cement bags, but including placing in position (within 100.00m from place of filling) of stacks upto 2.00m height.	BAG	4,000.00		
140	ERECTION OF BARBED WIRE FENCING: Erection of barbed wire fencing including digging holes, fixing posts, stringing and fixing barbed wire with posts, including concrete work on post base. Fencing with 5 to 6 lines of barbed wire fixed on post @ 2.50M intervals. Height up to 2.50 M.	M2	1,800.00		

150	FIXING NOT MORE THAN 3.5 M HIGH WITH BHALUKA: Fixing not more than 3.5 M high exposed over ground Jati bamboo post for fencing etc, digging holes, fixing below ground not less than 600 mm length i/c refilling with ramming complete, but with bhaluka bamboo.	OME	900.00		
Srl. No.	Description of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
GROUP-B SECTION-B: SUPPLY OF ALL MATERIALS AT SITE OF WORK INCLUDING ALL ROYALTIES AND OTHER CHARGES BEING BORNE BY THE CONTRACTOR					
10	GRAVEL (65MM GRADED DOWN TO 25MM): Supply of Gravel (65mm graded down to 25mm), hard, clean and free from foreign materials.	M3	1,315.00		
20	SUPPLY OF SAND SHINGLE: Supply of Sand Shingle (containing 60 to 80% sand & 40 to 20% shingle of size 20mm graded down to 5mm), clean and free from clay and rubbish etc.	M3	300.00		
30	SUPPLY OF GRANULAR MATERIALS: Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	M3	1,450.00		
40	SAND FOR GENERAL USE: Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish.	M3	100.00		

GROUP-C:

Srl. No.	Description of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
GROUP-C SECTION-A: LABOUR SUPERVISION AND RELATED TRANSPORT WHEREVER APPLICABLE					
10	EARTH WORK IN EXCAVATION OF FOUNDATION MANUALLY: Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilizing the remaining earth locally for road work for Ordinary Soil by Manual	M3	381.05		

	Means (Depth up to 3 m).				
20	PCC UPTO PLINTH 1:4:8 COARSE/SAND, CA 40 MM: Laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:4:8 (1 Cement: 4 coarse sand: 8 graded stone aggregate 40 mm nominal size).	M3	16.96		
30	RCC 1:2:4 UPTO PLINTH: Laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	M3	450.00		
40	CC WORK 1:1.5:3 UPTO PLINTH LEVEL: Laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work upto plinth level: 1:11/2:3 (1 Cement: 11/2 coarse sand: 3 graded stone aggregate 20 mm nominal size).	M3	0.66		
50	CC WORK UPTO PLINTH 1:2:4 20MM AGGT: Laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:2:4 (1 Cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size).	M3	8.59		
60	SHUTTERING WORKS IN FOUNDATION: Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns, etc. for mass concrete.	M2	247.84		
70	SHUTTERING: FOUNDATION, FOOTING, COLUMN BASE Centering shuttering including strutting, propping etc. and removal of form work for: Foundations, footings, bases for columns.	M2	15.02		
80	TROWEL FINISHING CONCRETE SURFACE: Trowel finishing concrete surface.	M2	1,190.30		
90	STEEL REINFORCEMENT FOR R.C.C WORK: Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars.	KG	16,000.00		
Srl. No.	Description of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)

GROUP-C SECTION-B: SUPPLY OF ALL MATERIALS AT SITE OF WORK INCLUDING ALL ROYALTIES AND OTHER CHARGES BEING BORNE BY THE CONTRACTOR					
10	TIMBER FOR SHUTTERING: Supply of Timber for shuttering.	DM3	6571.50		
20	SAND FOR GENERAL USE: Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish.	M3	201.55		
30	BROKEN STONE (BOULDER BROKEN): Broken stone (Boulder broken 25mm-12mm).	M3	403.09		
Srl. No.	Description of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
GROUP-C SECTION-C:TRANSPORT ONLY					
10	MECHANICALLY CARRIAGE:0-1 KM: CEMENT / STONE / BLOCKS ETC: Carriage of material by mechanical transport including loading, unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials up to 1KM.	TON	24.00		
20	MECHANICALLY CARRIAGE:5-10 KM: CEMENT / STONE / BLOCKS ETC: Extra on Item 1.1.10.E for Carriage of material on every additional KM: Beyond 5KM and up to 10KM.	TPM	120.00		
30	MECHANICALLY CARRIAGE:10-20 KM: CEMENT / STONE / BLOCKS ETC: Extra on Item 1.1.10.F for Carriage of material on every additional KM: Beyond 10KM and up to 20KM.	TPM	480.00		
40	MECHANICALLY CARRIAGE:>20 KM: CEM / STONE BLOCKS ETC: Extra on Item 1.1.10.G for Carriage of material on every additional KM: Beyond 20KM.	TPM	2,328.00		

GRAND TOTAL: GROUP-A + GROUP-B + GROUP-C: Rs. _____

Rupees _____ (in Words)

NOTES:

- 1.0 Above requirements are to be read in conjunction with the Scope of Work detailed in Part-III and the General Conditions of the Tender Document. Before quoting the rates, the Bidders are requested to inspect the site of work and fully acquaint themselves with the existing site conditions, approaches available and its surroundings.

- 2.0 Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. Rates/amounts should be quoted by the Bidders excluding PF provisions only, but inclusive of all other taxes, duties & liabilities on the cost of construction work/project.
- 3.0 Provident Fund: The PF amount will be reimbursed extra by Company @ 12%, if applicable, on the wages component on production of documentary evidences. The Wage component is 27.88% for this contract as mentioned in Para 20(c) & 20(d) under Part-I of General Conditions of Contract.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
NEF Project, Duliajan

DESCRIPTION OF WORK/SERVICES:-

CONSTRUCTION OF APPROACH ROAD, PLINTH, EFFLUENT PIT, FOUNDATION FOR DERRICK LEG, PUMP ETC. AND OTHER ANCILLARY CIVIL WORKS INCLUDING SUPPLY OF ALL REQUIRED MATERIAL EXCEPT CEMENT FOR ONE DRILLING LOCATION (i.e LOC-NCK 1, NEAR OLD JAMBO VILLAGE AT NAMCHIK, DIST- CHANGLANG, ARUNACHAL PRADESH)IN NAMCHIK PEL AREA.

Location of Work : Loc. NCK-1 under PEL Block at Namchik in
Changlang District, Arunachal Pradesh

Period of Contract : 28 weeks

Mobilization Period (S) : 7 days

Area of Oprtn / User deptt (S) : Loc. NCK-1, Namchik / NEF Project.

Special Terms and Conditions (S) :

1.0 SCOPE OF WORK:

Brief specifications are given here under for general guidance purpose of the tenderers. The job scope includes construction of approach road, preparation of plinth, road over plinth effluent pits, pillow and R.C.C foundations as per detailed drawings and layout drawings and all other activities as spelt out in the detailed drawings and specifications. It shall clearly be noted that the bidders are required to give their rates taking into consideration all aspects as per site requirements and specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials (except cement), labour and other taxes & levies. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and also any other works necessary to complete the job though especially not covered in the scope of work.

- A. Jungle cutting up to girth of 30cm and removal of rubbish up to a distance of 50m outside the periphery of the area.
- B. Providing and laying P.C.C in foundation bed as per instruction.
- C. Providing and laying R.C.C at specified proportion mix excluding the cost of shuttering, centering and reinforcement.
- D. Providing cutting bending and placing steel reinforcement as per instruction during the course of execution.

1.1 SITE CLEARANCE:

Felling of trees, uprooting tree stumps as and when required, jungle cutting, grading, dressing and leveling up to the required depth, before starting of the job and removal of all debris from the site after completion of work at contractor's own cost.

2.0 CEMENT CONCRETE (C.C.) / REINFORCED CEMENT CONCRETE (R.C.C):

- (a) Cement concrete work in 1:3:6 shall be done with broken stone of 20 mm nominal size.
- (b) All reinforcement cement concrete work to be in prop 1:2:4 or as directed by Engineer In-charge as specified with broken stone of 20 mm nominal size. The mixing shall be done thoroughly to receive uniform mass, colour and consistency. Mixing shall be done by using appropriate capacity mixture machine as specified. The concrete shall be thoroughly compacted around the reinforcement by punning, prodding and using vibrator during the operation of placing.

3.0 REINFORCEMENT:

- (a) Steel reinforcement shall be thermo-Mechanically treated bars (at the discretion of The Engineer-in charge). Relevant test report to be submitted by the contractor from a competent authority for the steel reinforcement bars.
- (b) All reinforcement shall be placed in position and bent as per the drawings or instruction. Bars shall be fixed with 22G binding wire. Pre-cast block covers (1:2) cement mortar 50mm square and of necessary thickness shall be used to keep the reinforcement bars in proper position. No extra payment shall be given for the binding wires.

4.0 FORM WORK:

Timber shuttering shall conform to the slope lines and dimension of concrete and RCC structure as shown in the relevant drawings. It should be of proper shape and not previously used. The form work shall be sufficiently tightened to prevent loss of slurry. A sheet of polythene to be use as applicable to prevent the same at the contractors cost for the job.

5.0 CURING

Concrete & plaster surface shall be carefully protected during first stage of hardening from harmful effects or excessive heat, drying winds, rain or running water and shock. It shall be covered with a layer of sacking, sand, canvas, hessian or similar absorbent materials and kept constantly wet for ten days from the date of placing of concrete and plastering. Alternatively, the concrete being thoroughly wetted and covered by layer of approved waterproof material which should be kept in contact with it for seven days.

6.0 WATER

Water for mixing cement mortar or concrete shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantity of silt and traces of oil, acid, injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or causes efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Site Engineer. Potable water is generally considered satisfactory for mixing and curing concrete mortar masonry etc. Where water other than from main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected there with shall be borne by the contractors.

7.0 STORAGE

Cement in bags shall be stored on wooden platforms minimum 200mm above the floor level and minimum 600mm above the ground level whichever is higher, in perfectly dry and watertight sheds. The cement shall be stacked not more than eight bags high and in a manner to facilitate their removal and use in the order in which they are received. Cement bags shall be stacked at least 450mm clear off the walls and the space between the consecutive two rows shall not be less than 600mm. Storage of cement and Bitumen at the work site shall be at the contractor's cost and risk. Any damage occurring to the cement and Bitumen due to faulty storage or negligence on his/her/their part shall not be used in the work and shall have to inform immediately the Engineer-in-charge in writing. The cost will be at the charge of the contractor concerned. The contractor shall keep proper records on site in respect of daily consumption of company materials in bonded book. Contractor shall have to produce the same to Company's Engineer for their inspection.

8.0 SPECIAL INSTRUCTION TO THE CONTRACTOR

1. Contractor must have mixture machine and vibrator for the RCC works. The Contractor shall use pump if needed for de-watering for excavation job for which no extra payment will be made.
2. Watch and ward, loss or damage to Company's property's' theft and other incidental charges shall be Contractor's responsibility.
3. Efficient workmen to be engaged by the Contractor.
4. The Contractor's representative should report to Engineer-in charge on all working days at 7.30AM for day to day instruction.
5. 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.

6. 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.
7. The Contractor shall obtain labour clearance within seven days of signing the contract.
8. 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 entire the satisfaction of the Engineer-in-charge and at the Contractor's expense.
9. If needed water and electricity will have to be arranged by the Contractor at his own cost.
10. The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act.(Latest edition) while executing the work.
11. 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.
12. The Contractor will be required to work expeditiously at the site and must visit the site before tendering.
13. Signatory of the contract agreement must attend at site of work at least once in a week along with the Engineer-in charge for necessary instruction / advice.
14. Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-charge.
- 15.0 Quantity of cement and Bitumen used will be calculated as per consumption CPWD standard.
- 16) The contractor should submit the work program in form of a bar chart within 3 days of receipt of work order.
- 17) The security of materials issued to the contractor in connection with the work is the responsibility of the contractor, for which no extra payment will be made.
- 18) All materials supply by the contractor must be approved by Engineer In-charge and necessary Test certificate from competent authority for steel supply by the contractor will have to be produced by contractor as required by the Engineer In-charge.
- 19) Company's Internal Estimate is excluding of PF component.
- 20) The contractor has to work during Rainey seasons also.

9.0 HSE POINTS TO BE INCORPORATED IN THE CONTRACT

- (i) It will be solely the Contractors 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 persons hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance.
- (ii) 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 Contractors sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.
- (iii) All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- (iv) 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 me, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- (v) 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.
- (vi) 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 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.
- (vii) 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 OILs 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.
- (viii) 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.

- (ix) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- (x) The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- (xi) 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.
- (xii) 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.
- (xiii) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- (xiv) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- (xv) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employees' place of work and who may be affected by the employees act or omissions at work.
- (xvi) 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.
- (xvii) Contractors arrangements for health and safety management shall be consistent with those for the mine owner.
- (xviii) 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.
- (xix) 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.
- (xx) The contractor should prevent the frequent change of his contractual employees as far as practicable.
- (xxi) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

(xxii) 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.

MATLS/EQPT FOR CONTRACTOR (S):

i) Materials:-All materials to be supplied by contractor except cement and empty cement bags (for filling with sand).

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

CLASS OF CONTRACTOR (S): Registered contractors of class-A of OIL, ONGCL, CPWD, APWD, APPWD, MES etc.

Drawing/Sketch No. (S): Will be issued before execution of Work.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
NEF Project, Duliagan
WORKS CONTRACT

CONSTRUCTION OF APPROACH ROAD, PLINTH, EFFLUENT PIT, FOUNDATION FOR DERRICK LEG AND OTHER ANCILLARY CIVIL WORKS INCLUDING SUPPLY OF ALL REQUIRED MATERIALS EXCEPT CEMENT FOR DRILLING LOCATION NCK 1, NEAR OLD JAMBO VILLAGE AT NAMCHIK, DIST: CHANGLANG, ARUNACHAL PRADESH IN NAMCHIK PEL AREA

Schedule of company's Plants, Materials and Equipments

E-Tender No.CNI8112P16

a) SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES / STOCK PILES for permanent incorporation in works

Materials: O.P. Cement. (Cement, empty cement bag will be issued to the contractor from company's godown at free of cost.)

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

b) SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENTS for use in the execution of work

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

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

PART-V (SAFETY MEASURES)

HEAD-NEF
NEF Project, Duliajan
Oil India Limited
Assam-786602

SUB: SAFETY MEASURES

Description of work/service:

Construction of Approach Road, Plinth, Effluent Pit, Foundation for Derrick Leg and other ancillary civil works including supply of all required materials except Cement for drilling location NCK 1, near Old Jambo village at Namchik, Dist: Changlang, Arunachal Pradesh in Namchik PEL area.

Sir,

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

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

i) _____

ii) _____

iii) _____

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

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
- g) We shall abide by the following HSE (Health Safety & Environment) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

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

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

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

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

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully,

Date: _____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

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 Construction of Approach Road, Plinth, Effluent Pit, Foundation for Derrick Leg and other ancillary civil works including supply of all required materials except Cement for drilling location NCK-1, near Old Jambo village at Namchik, Dist: Changlang, Arunachal Pradesh in Namchik PEL area. 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 Organization "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:

1. 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.

2. 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.

3. 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.

1. 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.

2. 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 cartelization in the bidding process.

3. 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.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by

the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, 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. Noida.
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

Witness 1:

Witness 2:

Place: DULIAJAN.

Date

NAME OF INDEPENDENT EXTERNAL MONITORS:

- (a) Sri Raghaw Sharan Pandey, IAS (Retd.) Former Secretary MOP & NG
E-mail: rspandey_99@yahoo.com
- (b) Shri Rajiv Mathur, IPS (Retd.) Former Director, IB, Govt. of India
E-mail: rajivmathur23@gmail.com

PROFORMA - II

STATEMENT OF COMPLIANCE WITH RESPECT TO BRC

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that all the clauses of BRC as entered in the tender document shall be fully complied with.

Signature and seal of the Bidder:

Name of Bidder:

PROFORMA – II A

STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	NONCOMPLIANCE	REMARKS

We undertake that excepting above deviations all other terms and conditions of the tender document shall be fully complied with.

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document (other than the BEC/BRC), the same should be indicated here and uploaded in their Bids. If the proforma is left blank or not uploaded, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Signature and seal of the Bidder:

Name of Bidder:

PROFORMA -II B

FORM OF PERFORMANCE BANK GUARANTEE

To:
OIL INDIA LIMITED
(For HEAD-NEF, NEF Project)
Duliajan-786602
Assam, INDIA.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "The Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total amount of (Amount of Guarantee in figure) Rs. _____ (Amount of Guarantee in word _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guaranteed sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS: _____

Designation : _____
Name of Bank : _____
Address : _____

Witness : _____
Address : _____

Date : _____

Place : _____

FORM OF BID SECURITY (BANK GUARANTEE)

OIL INDIA LIMITED
(For HEAD-NEF, NEF Project)
Duliajan-786602
Assam, INDIA.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s e-tender No. : CNI8112P16. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment will and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2015.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws/modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter / fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS: _____

Name of Bank & Address : _____

Witness : _____

Address : _____

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and in figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.