

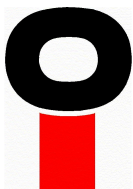
OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O.DULIAJAN-786602, ASSAM
E-TENDER NOTICE

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

IFB No.	SHORT DESCRIPTION OF SERVICE	BID SECURITY	COST OF BID DOCUMENT
CDC0241P19	Construction of Approach Road, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials.	₹ 1,59,500/-	NIL
Bid Closing / Opening Date & Time for the above work : 14.02.2019 at 11.00/14.00 Hrs.			
Bidder shall require User ID and Password for online submission of Bid.			
Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal .			
Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.			
No physical Bid documents will be issued. The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com . The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com .			
All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep them updated.			

Date: 12.01.2019

GM Contracts (Civil)
For CGM-Contracts
For, RESIDENT CHIEF EXECUTIVE



OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786 602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91)374-2803549

FORWARDING LETTER

M/s. _____

Sub: IFB No. CDC0241P19 – Construction of Approach Road, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials.

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL's e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **“Construction of Approach Road, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials.”** One complete set of Bid Document covering OIL's IFB for the above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	: CDC0241P19
(ii)	Type of Bidding	: Online – Single-Stage Two-Bid System
(iii)	Date of Sale	: 15.01.2019 from 07:00 am
(iv)	Bid Closing Date & Time	: 14.02.2019 at 11:00 a.m.
(v)	Technical Bid Opening Date & Time	: 14.02.2019 at 02:00 p.m.
(vi)	Price Bid Opening Date & Time	: Will be intimated only to the eligible/qualified Bidders nearer the time.
(vii)	Bid Submission Mode	: Bids must be uploaded online in OIL's E-procurement portal
(viii)	Bid Opening Place	: Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(ix)	Bid Validity	: 120 days from actual date of Bid Closing.
(x)	Mobilization Time	: 15 days from the date of issue of LOA.

(xi)	Bid Security Amount	: Rs. 1,59,500.00 Note: a. The Bid Security should be submitted in the form of Bank Guarantee (in specified format only) issued by Nationalized/ Scheduled Bank. b. Alternately, Bid Security can also be paid through the online payment gateway against this tender. c. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of <u>CGM-CONTRACTS</u> on or before 12.45 p.m. (IST) on the bid closing/opening date; otherwise bid will be rejected. d. <u>A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</u> No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company. Notes: Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. No. 6.0 (B) below before 07 (seven) days of bid closing date. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
(xii)	Bid Security Validity	: 14.07.2019
(xiii)	Original Bid Security to be submitted	: Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xiv)	Amount of Performance Security	: 10% of contract value (2.5% in the form of performance security deposit and 7.5% will be deducted from contractor's running bill)
(xv)	Validity of Performance Security	: Up to 9 months from date of completion of contract
(xvi)	Duration of the Contract	: 24 (Twenty Four) Weeks
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization	: Refer clause No. 29.0 General Conditions of Contract
(xviii)	Integrity Pact	: Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xix)	Bids to be addressed to	: CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

3.0 Integrity Pact: The Integrity Pact must be uploaded in OIL's E-procurement

portal along with the Technical Bid digitally signed by the same signatory who sign the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder /bidder's authorized signatory who signs the Bid.

(Note: OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Satyananda Mishra, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent Monitors (IEM) for a period of 03 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India
E-mail: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

4.0 A. Bid Security: Bidders can submit Bid Security either on on-line mode through OIL's electronic Payment Gateway or in the form of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Annexure III).**

B. Performance Security: The successful bidder who is awarded the work can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Annexure IV).**

Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

5.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

5.1 In order to bid for OIL e-tenders all the bidders are required to obtain a legally valid Digital Certificate Class 3 [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

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 Organizations name, the bid will be rejected.

Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

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

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

5.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL’s electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

5.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL’s e-procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

5.4 The link to OIL’s E-Procurement portal has been provided through OIL’s web site (www.oil-india.com).

6.0 EXEMPTION OF BID SECURITY:

1. Central Govt. department and Central Public Sector undertakings are exempted from submitting Bid Security.
2. Parties registered with DGS&D, having valid certificates will be exempted from payment of bid security.
3. **MSEs** are exempted from submission of bid security that are registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME, irrespective of their product category and product capacity. **For EMD exemption, MSE bidders shall have to submit a copy of valid Registration Certificate in physical form (hard copy) with any of the aforesaid agencies along with an application to be typed in their Letter Head for exemption of EMD, mentioning the Tender Number, Bidder’s Name and Address in duly sealed envelopes marked with the Tender Number, Description of work and Bidder’s name to be addressed to the following:**

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

Note:

a) The hard copy of valid MSE Registration Certificate should reach the Office of CGM-Contracts, Duliajan 7 days before the Bid Closing Date, failing which bidders shall not be entitled for the benefit of EMD exemption and in such cases, due to non-submission of EMD; such bidders shall be rejected straightway.

- b) The bidders shall also have to upload a scanned copy of the valid registration certificate along with the Technical bids under the “Technical Attachments Tab” in OIL’s E-Tender Portal.
- c) In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- d) The Purchase Preference Policy for MSE bidders shall not be applicable in this tender.

7.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL’s e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL’s e-procurement site only except ‘Original Bid Security’ (if submitted in the form of BG) which shall be submitted manually by the bidder in a sealed envelope super-scribed with OIL’s IFB No./E-Tender No., Bid Closing date and marked as “Original Bid Security” and addressed to CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam (India), **failing which the bid shall be rejected.**

Additionally, following documents are to be submitted in hard form:

- a) Power of Attorney for signing the bid.
- b) Printed catalogue and Literature, if called for in the tender.
- c) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at OIL’s CGM-Contract’s office at Duliajan on or before 12.45 p.m. (IST) on the technical Bid Closing Date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL’s E-procurement site.

- ii) Bid should be submitted online in OIL’s E-procurement site up to 11.00 a.m. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 p.m. (IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders, if any.
- iii) If the digital signature used for signing is not of “Class - 3” with Organizations name, the bid will be rejected.
- iv) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- v) (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 Deposit in full and debar from participation in future tenders, at the sole discretion of the Company.
- (b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- vi) Conditional bids are liable to be rejected at the discretion of the Company.
- vii) The work may be split up amongst more than one contractor at the sole discretion of the Company.
- viii) 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 Technical Bid.

- A. 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 copy of GST Registration Certificate.
 - B. 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 copy of GST Registration Certificate.
 - C. 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 copy of GST Registration Certificate.
 - D. 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 copy of GST Registration Certificate.
 - E. 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 copy of GST Registration Certificate.
 - F. 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 copy of GST Registration Certificate.
 - G. 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 copy of GST Registration Certificate.
- ix) The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L.'s Standard Form of Contract.
 - x) The Bid Security / Performance Security Money shall not earn any interest.
 - xi) Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
 - xii) The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
 - xiii) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
 - xiv) **BACKING OUT BY L-1 BIDDER AFTER ISSUANCE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- xv) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- xvi) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- xvii) **The tender will be governed by:**
- Forwarding Letter
 - Instruction to Bidders
 - BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria.
 - Part-I - General Conditions of Contract (GCC)
 - Part-II - Schedule of Work, Unit and Quantity (SOQ)
 - Part-III - Special Conditions of Contract (SCC) along with Annexures
 - Part-IV - Schedule of company's Plants, Materials and Equipment
 - Part-V - Safety Measures (SM)
 - Part-VI - Integrity Pact
 - Price Bidding Format
 - Annexures
- xviii) **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 bidder's 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.**
- xix) The tender is invited under SINGLE-STAGE TWO-BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes and Attachment" Tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.**

SCREEN SHOTS:

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid”

Go to this Tab **“Technical Attachment”** for Uploading “Technical Bid”.

On “EDIT” Mode, bidders are advised to upload “Technical Bid” and “Priced Bid” in the respective places as indicated above.

Note:

- The “Technical Bid” shall contain all techno-commercial details **except the prices**.
- The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

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

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

CGM - CONTRACTS
For **RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDC0241P19
INSTRUCTION TO BIDDERS**

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BIDDING DOCUMENTS:

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Description of Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security & Performance Guarantee
- b) Instructions to Bidders
- c) BEC/BRC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC) along with annexures: **Part-III**
- g) Schedule of Company's Plants, Materials and Equipment (SCPME): **Part-IV**
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- k) Annexures

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document is issued.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab “Technical RFx” and External Area – “Amendments” folder. The company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal [“Technical RFx” Tab and under the folder**

“Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS

5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID:

(A) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
(Bidders can submit bid security on-line through OIL's electronic Payment Gateway)
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vii) Integrity Pact

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under “Technical Attachment” Tab.

(B) PRICED BID:

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “PRICE BIDDING FORMAT” attached under **“Notes and Attachments”** tab in the main bidding engine of OIL's e-Tender portal. The bidder must quote their price as per the attached “PRICE BIDDING FORMAT” under **“Notes and Attachments”** tab. Any other format will not be considered for evaluation.

Bidder must include all liabilities except PF and GST in their quoted rates of the “PRICE BIDDING FORMAT”. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for **120 (One Hundred Twenty) days** from the actual date of bid closing. **Annexure VII** must be duly filled and submitted along with technical bid.

6.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made

in writing (or by Fax). A Bidder granting the request will neither be required nor permitted to modify their bid.

7.0 FORMAT AND SIGNING OF BID:

The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

8.0 SUBMISSION OF BIDS:

8.1 The tender is processed under Single-Stage Two-Bid System. Bidder shall submit the Technical bid and Priced bid along with all the Annexures (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab only. Prices to be quoted as per Price Bid Format should be uploaded as attachment in the Attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form which shall not be considered.

8.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

8.3 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

8.4 Physical Bid/ E-mail/ Fax /Telephonic offers will not be accepted.

8.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

8.6 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

9.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

9.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 p.m. (IST) on the bid closing**

date. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

10.0 LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

11.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

11.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

12.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

13.0 BID OPENING AND EVALUATION:

13.1.1 The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Annexure IX) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

13.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

13.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

13.3 Bids which have been withdrawn pursuant to Clause 11.0 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3.

13.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation

of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

13.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

13.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

13.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

14.0 EVALUATION AND COMPARISON OF BIDS:

14.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

14.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of Net Total amount quoted as per Price Bid Format.

14.3 DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

14.4 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts / rebates, the contract shall be awarded after taking into account such discounts / rebates.

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

15.0 CONTACTING THE COMPANY:

15.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

15.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

16.0 AWARD CRITERIA:

OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest

evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

17.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:

OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

18.0 NOTIFICATION OF AWARD:

Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

19.0 SIGNING OF CONTRACT:

19.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

19.2 Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL's Standard forms of agreement.

19.3 The Performance Security Deposit (2.5% of the contract cost) must be valid for **9 months** after the scheduled date of completion of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" (2.5% deposit and 7.5% of retention money) will be refunded to the contractor after **9 months** of satisfactory completion of works under the contract (including extension, if any), but 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.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

1.0 The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to **BEC** must be submitted along with the Techno-Commercial Bid.

2.1 Interested bidders shall have to submit the following documents to qualify for the tender:

2.1.1

- a. One successfully completed similar work of minimum value of ₹ **1,59,33,000.00 (Rupees One Crore Fifty Nine Lakh Thirty Three Thousand only)** under tender with CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking during the last seven (07) years **reckoned from the original bid closing date**.
- b. For proof of requisite experience of **SIMILAR work**, Job Completion Certificate clearly mentioning Gross value of job done, Nature of works, Contracts period/ Contract Start and Completion date issued by CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking must be submitted along with the bid.
- c. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

2.1.2

- a) Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least ₹ **95,60,000.00 (Rupees Ninety Five Lakh Sixty Thousand only)**.
- b) **Net worth** of bidder must be positive for preceding financial/ accounting year.
- c) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/ accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that “the balance sheet / Financial Statements” for the financial year(as the case may be) has actually not been audited so far.

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

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

OR

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

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

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

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

2.1.4 Bid Security must be furnished (except those exempted) as a part of the Technical Bid. Bidders already having User ID & Password for OIL's e-portal can pay the requisite Bid security against the individual IFBs through the online payment gateway on or before 1:30 p.m. on the bid closing date. Alternatively, bidder can submit Bid Security amount through Bank Guarantee (in original) in prescribed format enclosed with this tender, which must reach the Office of CGM-Contracts, OIL, Duliajan on or before 12.45 p.m. on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid in the c-folder. Any bid not accompanied by proper Bid Security will be summarily rejected.

Bid Security (EMD):- Only payments through online payment gateway or Bank Guarantee /LC (to be submitted in original) will be accepted. **DD/Cheques/Cashier Cheque etc. will not be accepted.**

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

Note:

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

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

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

2.1.6 The bidders must submit documentary evidence for BEC clause numbers 2.1.1 and 2.1.2. All the documents should be legible. The bidders **must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class 3 [Organization Type]** to upload all the documents.

2.1.7 No earnest money deposit / bid security will be necessary for procurement from Central Government department and Public Sector Undertaking & MSEs.

For EMD exemption, bidding MSEs shall have to submit a copy of valid Registration Certificate in physical form (hard copy) registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME, irrespective of their product category and product capacity. **The copy of valid MSE Registration Certificate in physical form should reach the Office of CGM-Contracts, Duliajan 7 days before the bid closing date, failing which such bidders shall not be entitled for the benefit of EMD exemption and in that case, due to non-submission of EMD, such bidders shall be rejected straightway. The bidders shall also have to upload a scanned copy of the valid registration certificate along with the Technical bids under the “Technical Attachments Tab” in OIL’s E-Tender Portal.**

2.1.8 In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.

2.1.9 Commercial Bids shall be evaluated and compared on the basis of total value of the contract as per the Price bid Format and the lowest evaluated by the bidder shall be awarded with the contract.

3.0 Notes to Clause no. 2.1.1 above:

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

Definition of similar work: Construction of Drilling location/ Road works/ RCC Building

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

(B). BID REJECTION CRITERIA (BRC):

1. Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL’s e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and “Priced Bid” is to be uploaded in the “Notes & Attachments” Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
2. Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the NIT. Any bid not accompanied by a proper bid security will be summarily rejected.
3. Bid Documents / User Id & Password for OIL’s E-Tender portal are not transferable.
4. Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
5. Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under “Technical RFx Response” Tab Page only.

6. Bidders must accept and comply with the following provisions as given in the tender document. Deviations to such provisions shall make the bid liable for rejection.
- a. Firm price
 - b. EMD / Bid Bond
 - c. Scope of work
 - d. Specifications
 - e. Price schedule
 - f. Delivery / completion schedule
 - g. Period of validity of bid
 - h. Liquidated Damages
 - i. Performance bank guarantee / Security deposit
 - j. Guarantee of material / work
 - k. Arbitration / Resolution of Dispute
 - l. Force Majeure
 - m. Applicable Laws
 - n. Integrity Pact

(C). GENERAL:

- i. Submission of Forged Documents: Bidders should note that Company may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract and forfeit EMD / SD submitted by the bidder(s), besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website.
- ii. In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
- iii. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- iv. If any of the clauses in the BRC contradicts with other clauses of Bidding document elsewhere, the clauses in the BRC shall prevail.
- v. Bidder(s) must note that requisite information/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- vi. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Duliajan, District: Dibrugarh
ASSAM, PIN: 786602

Works Contract

DESCRIPTION OF WORK/SERVICES: Construction of Approach Road, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials.

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 location **SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam.**

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. i) 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.

ii) Contractor shall have to produce necessary cash memos towards forest produce used against the contract to Head (Civil) used against this contract from the authorities prior to processing of final payment. In absence of cash memos, the final bill shall not be processed.

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/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel 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 Schedule of Rate (which is based on prevailing Schedule of Rates (SOR) of Mizoram PWD) 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 prevailing Schedule of Rates (SOR) of Assam PWD/ CPWD. 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 (which is based on prevailing Schedule of Rates (SOR) of Assam PWD/ CPWD/OIL SOR), 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. Goods and Service Tax (GST) Law,

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The Contractor must complete the work within **24 (twenty four)** weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The GM-Civil's certificate as to the criticality or otherwise of an item shall be final.

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

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

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

10. The tendered all-inclusive Price (i.e. the Contract price) is ₹ _____ **(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)**
(₹ _____ only) but the Company shall pay the Contractor 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 the Oil Mines Regulations 2017. 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, except PF & GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except PF & GST. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.

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 actual date completion of the work.

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 P.F. Contribution on wage component.

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.

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, necessary arrangement for the same has to be arranged by the contractor at his cost.

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.

j) The Contractor or his authorised representative should report to Engineer-in-charge on all working days at 7.00 A.M. and 3.00 P.M. for instructions.

k) 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.

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

m) The Contractor must complete all statutory formalities within 7(seven) days of issuance of LOI.

n) 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 entire satisfaction of the Engineer-in-charge and at the Contractor's expense.

o) The Contractor shall be in a position to execute both foundation and road works simultaneously.

p) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.

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

r) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.

s) The Contractor shall have to provide temporary latrine facilities in the entire work site for use of their workmen during progress of work.

t) 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.

u) The program of works to be submitted in the form of Bar Chart within 3 days of receipt of work order.

v) The Contract cost is excluding P.F. & GST. Wage component of the Contract cost is **35.51%**.

21. SPECIAL INSTRUCTION

The contractor must quote considering the prevailing minimum Labour wage rate for each day of work.

22. GOODS AND SERVICES TAX (GST) CLAUSES

22.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

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

22.3 “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

22.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

22.5 Where OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filed under GST laws & rules should be timely filed by supplier/service provider with requisite details.

22.6 Where OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST**.

22.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

22.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed

under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.

- 22.9** **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 22.10** **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 22.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 22.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 22.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 22.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 22.15** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 22.16** Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

- 22.17** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable, and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its

own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

22.18 Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
 - b) Serial number of the invoice;
 - c) Date of issue;
 - d) Name, address and GSTIN or UIN, if registered of the recipient;
 - e) Name and address of the recipient and the address of the delivery, along with the State and its code,
 - f) HSN code of goods or Accounting Code of services[SAC];
 - g) Description of goods or services;
 - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
 - i) Total value of supply of goods or services or both;
 - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
 - k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
 - l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
 - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - n) Address of the delivery where the same is different from the place of supply and
 - o) Signature or digital signature of the supplier or his authorised representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

22.19 ANTI-PROFITEERING CLAUSE:

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

22.20 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

23. SETTLEMENT OF DISPUTES AND ARBITRATION:

23.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If

the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

23.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 23.1 & 23.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

24. FORCE MAJEURE:

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

25. 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.

- 26.** 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.

27. 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)."

28. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

- 29. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES:** 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 thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

SIGNED & DELIVERED FOR AND
ON BEHALF OF

By the hand of

It's Partner/Legal Attorney

And in presence of

Date: _____

(Signature of Contractor or his legal Attorney)

(Full Name of Signatory)

(Seal of Contractor's Firm)

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date_____

Designation _____

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

WORKS CONTRACT

Item No.	Description of Services	UOM	Estimated Quantity
GROUP - A	SECTION - A		
10	Cutting / pruning / trimming of tree branches and stacking at site within 30 m or as directed.	M3	50.00
20	Uprooting tree stumps and removing them to 30m from site of operation for girth of tree from 300mm upto one metre but for girth of tree over one metre and upto 2 metre.	EA	20.00
30	Removal of unserviceable soil including excavation, loading and disposal upto 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per clause 305.)	M3	400.00
40	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	2033.00
50	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m. All kinds of soil	M2	500.00
60	Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of table No. 300.2 with lead upto 1000 m as per Technical Specification Clause 303.1. (Road roller cost included)	M3	36.00
70	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Mechanical Means (Depth upto 3 m)	M3	348.00
80	Supplying & Laying Reinforced cement concrete pipe NP3 1000 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in double 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	20.00
90	Supplying & Laying Reinforced cement concrete pipe NP3 1200 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in double 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	40.00
100	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:2:4 (1 Cement: 2 coarse sand : 4 graded stone aggregate 40 mm nominal size)	M3	48.94

Item No.	Description of Services	UOM	Estimated Quantity
110	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	M3	7.65
120	12mm cement plaster of mix:1:4 (1 cement : 4 coarse sand)	M2	61.80
130	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 levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. Granular material will be paid separately (Road roller supplied by contractor).	M2	1160.00
140	CONSTRUCTION OF WATER BOUND MACADAM base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec.404) and as directed as applied over new consolidated surface. Broken stone will be paid Separately (Road roller supplied by contractor).	M2	1160.00
150	Providing & erecting bamboo palisade to prevent erosion/damage of road embankment or bridge/culvert abutments, effluent pit bundh etc using matured jati bamboo piles driven 1.5m deep underground and projecting 2m above ground at interval of 200mm to 250mm in a line and tying the exposed length of bamboo piles to two half bamboo horizontal (one inside and one outside) spaced 300mm apart with thick gauge tying wire and fitting inside drum sheet lining and tying the same to frame work as directed including cutting & straightening empty drums. All materials and tools to be supplied by the contractor except empty drum, but without cutting, straightening placing and tying /fitting drum sheets.	OME	350.00
GROUP - A	SECTION - B		
10	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	M3	145.00
20	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disingrated pieces, organic and other foreign matters(63mm to 45mm graded)	M3	104.40
GROUP - B	SECTION - A		
10	Removal of unserviceable soil including excavation, loading and disposal upto 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per clause 305.)	M3	5460.84
20	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Manual Means (Depth upto 3 m)	M3	135.00

Item No.	Description of Services	UOM	Estimated Quantity
30	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	21904.00
40	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.All kinds of soil	M2	14627.40
50	Excavation for roadway in ordinary rock with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, transporting to embankment site within all lifts and lead upto 1000 m, trimming bottom and side slopes in accordance with requirements of lines, grades and cross sections. (Ref. to MoRTH Spec.301)	M3	8306.55
60	Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of table 300-2(Road roller cost included)	M3	6323.20
70	Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of table No. 300.2 with lead upto 1000 m as per Technical Specification Clause 303.1.(Road roller cost included)	M3	135.00
80	CONSTRUCTION OF 150MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. Granular material will be paid separately (Road roller supplied by contractor).	M2	8612.94
90	CONSTRUCTION OF WATER BOUND MACADAM base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec.404) and as directed as applied over new consolidated surface. Broken stone will be paid Separately (Road roller supplied by contractor).	M2	17225.87
100	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 40 mm nominal size)	M3	45.11
110	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. upto floor five level excluding cost of centring, shuttering, finishing and reinforcement: 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	M3	125.00

Item No.	Description of Services	UOM	Estimated Quantity
120	Centring and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns, etc. for mass concrete.	M2	1014.00
130	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	M3	106.69
140	12mm cement plaster of mix:1:4 (1 cement : 4 coarse sand)	M2	909.00
150	Cement plaster 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement. 12mm cement plaster	M2	698.93
160	Providing & erecting bamboo palisade to prevent erosion/damage of road embankment or bridge/culvert abutments, effluent pit bundh etc using matured jati bamboo piles driven 1.5m deep underground and projecting 2m above ground at interval of 200mm to 250mm in a line and tying the exposed length of bamboo piles to two half bamboo horizontal (one inside and one outside) spaced 300mm apart with thick gauge tying wire and fitting inside drum sheet lining and tying the same to frame work as directed including cutting & straightening empty drums. All materials and tools to be supplied by the contractor except empty drum, but without cutting, straightening placing and tying /fitting drum sheets.	OME	825.80
170	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	KG	7000.00
GROUP - B	SECTION - B		
10	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	M3	1550.33
20	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disintegrated pieces, organic and other foreign matters(63mm to 45mm graded)	M3	1550.33
30	Supply of Timber for shuttering	DM3	12675.00
GROUP - C	SECTION - A		
10	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Manual Means (Depth upto 3 m)	M3	46.82
20	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Mechanical Means (Depth upto 3 m)	M3	107.51
30	BAMBOO PILING including stiffness etc. using #Bhaluka bamboo# or big size #Jati# bamboo at river bank and water logging areas, including supply of bamboo and necessary ropes etc. complete.	M	580.00

Item No.	Description of Services	UOM	Estimated Quantity
40	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 40 mm nominal size)	M3	8.65
50	Laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement - All work upto plinth level : 1:1.5:3 (1 cement: 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	M3	363.28
60	Trowel finishing concrete surface.	M2	490.84
70	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	KG	9959.46
80	Centring and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns, etc. for mass concrete.	M2	310.30
GROUP - C	SECTION-B		
10	Supply of Timber for shuttering	DM3	2,585.83
GROUP - D	SECTION-A		
10	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Manual Means (Depth upto 3 m)	M3	192.50
20	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 utilising the remaining earth locally for road work.)for Marshy Soil Manual Means (Depth upto 3 m)	M3	61.00
30	Removal of unserviceable soil including excavation, loading and disposal upto 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per clause 305.)	M3	132.00
40	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 of Tables 300.1 and 300.2 with a lead upto 1000 m as per Technical Specification Clause 301.5(Road roller cost included)	M3	8.50
50	Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of table 300-2(Road roller cost included)	M3	60.50
60	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 40 mm nominal size)	M3	2.93
70	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	M3	15.30

Item No.	Description of Services	UOM	Estimated Quantity
80	Brick work with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	M3	17.10
90	12mm cement plaster finished with a floating coat of neat cement of mix:1:3 (1 cement : 3 fine sand)	M2	200.75
100	12mm cement plaster of mix:1:4 (1 cement : 4 coarse sand)	M2	38.58
110	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	KG	1600.00
120	Centring and shuttering including strutting, propping etc. and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts.	M2	140.00
130	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. upto floor five level excluding cost of centring, shuttering, finishing and reinforcement: 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	M3	18.00
140	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto 30.00m.	M2	21.22
150	Sand / silt filling in 150mm layers, consolidating each layer by ramming and watering in foundation, plinth etc. including carrying upto 30m. away and lift, if any, not exceeding 2m.(Supply of sand will be paid extra)	M3	1.65
160	Wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position :Second class teak wood (timber will be paid separately)	M3	0.20
170	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete:	KG	2.00
180	Dressed timber work by thoroughly dressing / planning both sides of timber and edges, making joints by grooving and nailing, screwing and fixing in required size for doors, windows, ventilators including frames, fascia-board, cupboard / cabinet frame, making rack / shelves, draining board, beads for ceiling etc. complete.(timber will be paid separately)	DM3	73.50
190	Undressed timber works for frames, posts, trusses, purlins required for temporary nature of jobs such as camps, sheds required for OIL operation, garage etc. for construction jobs, including making joints by grooving, nailing or by bolting. Considering 6m King Post roof truss.(timber will be paid separately)	DM3	95.14
200	Fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows including ISI marked black enamelled M.S butt hinges with necessary screws excluding, panelling which will be paid for separately. Second class teak wood.30mm thick shutters	M2	3.20

Item No.	Description of Services	UOM	Estimated Quantity
210	Erecting corrugated G.S. sheet roofing including vertical/curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead and including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete upto any pitch in horizontal/ vertical or curved surfaces excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required-0.63 mm thick with zinc coating not less than 275gm/m ²	M2	12.00
220	Cement glue washing one coat (cement, glue, lime and Cico wash) after watering thoroughly and cleaning the surface at any height including curing etc. complete. , but two coats.	M2	21.05
230	Providing & fixing water closet squatting pan (Indian type W.C. pan) with 100mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required White Vitreous China Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests)	EA	2.00
240	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin or 430x260x350 mm sizes respectively	EA	1.00
250	Providing and fixing soil, waste and vent pipes 100mm dia	M	12.00
260	Providing and fixing Chlorinated Polyvinyl Chloride (CPV C) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings i/e fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVE solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc. 15 mm nominal outer dia Pipes	M	15.00
270	Providing and fixing Chlorinated Polyvinyl Chloride (CPV C) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings i/e fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVE solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc. 20 mm nominal outer dia Pipes	M	12.00
280	Providing and fixing brass bib cock of approved quality 15 mm nominal bore	EA	2.00
290	Applying priming coat with ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and soft wood)	M2	3.20
300	Painting wood work with Deluxe Multi Surface Paint of required shade. Two or more coat applied @0.90 ltr/10 sqm over an under coat of primer applied @0.75 ltr/10 sqm of approved brand and manufacture	M2	3.20
310	White washing (new work) three or more coats with lime to give an even shade	M2	17.53

Item No.	Description of Services	UOM	Estimated Quantity
320	Supplying & Laying Reinforced cement concrete pipe NP3 600 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .	M	2.50
GROUP - D	SECTION-B		
10	Supply of 1st class seasoned Hollock timber (Scantling) free from knots & cracks.	DM3	201.26
20	Supply of 1st class seasoned Hollock timber (Plank) free from knots & cracks.	DM3	80.00
30	Supply of Jhama bricks bats-each bat not smaller than 1/3 of a full brick	M3	1.60
40	Supply of Timber for shuttering	DM3	1166.55

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

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

PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

DESCRIPTION OF WORK/SERVICES: Construction of Approach Road, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials.

1.OSCOPE OF WORK:

Brief specifications are given here under for general guidance purpose of the bidders. The scope of job includes but not limited to repairing/construction of approach road, preparation of plinth, Effluent pits, Pillows and RCC Foundations as per detailed 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 rates taking into consideration all aspects as per site requirements and specifications enclosed along with the items of the tender document. Quoted offers shall be inclusive of all materials, labour and other taxes & levies excluding GST. Water and power shall have to be arranged by the contractor for execution of tendered work. The Contractor shall be responsible to complete the entire work in all respect and also any other works necessary to complete the job though especially not covered in the scope of work as per requirement.

- A. Earth work in cutting and filling in the approach road and plinth to get the desired level and slope.
- B. Spreading gravel/ broken stone where necessary.
- C. Earth work in excavation for foundation, Providing and laying P.C.C in foundation as per instruction.
- D. Providing and laying R.C.C. at specified proportion of mix excluding the cost of centering, shuttering and reinforcement.
- E. Providing cutting, bending and placing steel reinforcement as per instruction during the course of execution.
- F. Providing centering and shuttering for CC/RCC work.
- G. Construction of surface drain as per instruction.
- H. Providing W.B.M. course at approach road/plinth.
- I. Construction of Boulder caging work for river training work.

2.OSITE CLEARANCE:

Felling of trees, uprooting tree stumps and when required, jungle cutting, grading, dressing and leveling upto 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.

3.OWATER BOUND MACADAM:

This work shall consist of clean, crushed aggregates mechanically interlocked by rolling and bonding together with screening, binding material where necessary and water laid on a properly prepared sub-grade/ sub base/base or existing pavement. It is not desirable to lay water bound macadam on an existing thin black topped surface without providing adequate drainage facility for water that would get accumulated at the interface of existing bituminous surface and water bound macadam.

3.1 MATERIAL:

i) Coarse Aggregate: Coarse aggregates shall be either crushed or broken stone, crushed slag, aggregates or any other naturally occurring aggregates such as kankar and laterite of suitable quality. Materials other than crushed or broken stone and crushed slag shall be used in sub-base course only. If crushed gravel/shingle is used, not less than 90 per cent by weight of the gravel/shingle pieces retained on 4.75 mm sieve shall have at least two fractured faces.

ii) Crushed or broken stone: The crushed or broken stone shall be hard, durable and free from excess flat, elongated, soft and disintegrated particles, dirt and other deleterious material.

iii) Crushed Slag: Crushed slag shall be made from air-cooled blast furnace slag. It shall be of angular shape, reasonably uniform in quality and density free from thin, elongated and soft pieces, dirt or other deleterious materials. The weight of crushed slag shall not be less than 11.2 KN per m³ and the percentage of glossy material shall not be more than 20. It should also comply with the following requirements.

(a) Chemical Stability: To comply with requirements of appendix of BS: 1047

(b) Sulphur content: Maximum 2 per cent

(c) Water absorption: Maximum 10 per cent

iv) Screening: Screenings to fill voids in the coarse aggregate shall generally consist of the same material as the coarse aggregate. Where permitted, predominantly non-plastic material such as morum or gravel may be used. Liquid limit and Plasticity index of such material are below 20 and 6 respectively and fraction passing 75 micron sieve does not exceed 10 per cent. The use of screenings shall be omitted in the case of soft aggregates such as brick metal, kankar, laterites, etc.

v) Binding Material : Binding material to be used for water bound macadam as a filler material meant for preventing ravelling, shall comprise of a suitable material having Plasticity Index (PI) value of less than 6 as determined in accordance with IS:2720 (Part-5). Application of binding materials may not be necessary when the screenings used are of crushable type such as morum or gravel.

4.0 EXCAVATION OF FOUNDATION:

i) Earth work in excavation for foundation trenches including refilling the trenches after the completion of C.C/R.C.C work including bailing out water if necessary. Trenches to be excavated to the exact length, width and depth as shown in the drawing or as may be directed by Engineer-in-charge.

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

5.0 DEWATERING:

If water is met with in the excavations due to springs seepage, rain or other causes, it shall be removed by suitable diversions, pumping or bailing out and the excavation kept dry whenever so required or directed by the Engineer. Care shall be taken to discharge the drained water into suitable outlets as not to cause damage to the works, crops or any other property. Due to any negligence on the part of the Contractor, if any such damage is caused, it shall be the sole responsibility of the Contractor to repair/restore to the original condition at his own cost or compensate for the damage.

The last 300mm of excavation shall be done just before laying of lean concrete below foundation.

In the event of excavation having been made deeper than that shown on the drawing or as ordered by the Engineer, the extra depth shall be made up with M15 concrete in case of foundation resting on soil and foundation grade concrete for foundation in rock, at the cost of the Contractor and shall be considered as incidental work. Special care shall be taken not to disturb the bearing surface. Open foundations shall be constructed in dry conditions and the Contractor shall provide for adequate dewatering arrangement to the satisfaction of the Engineer.

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

a) The contractor shall have to submit manufacturers test certificate of Cement Or has to submit laboratory tests for chemical requirements, physical requirements, chloride content as per provisions of IS:12269.

b) Cement concrete work in 1:3:6 & 1:2:4 shall be done with broken stone of approved nominal size as per instruction of Engineer-in-Charge.

c) All reinforced cement concrete work to be in prop. 1:1.5:3 or as directed by Engineer-in-charge as specified with broken stone 20mm 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 pruning, prodding and using vibrator during the operation of casting foundations.

7.0 MATERIALS:**A. CEMENT:**

Cement shall be stored in weatherproof shade with raised wooden plank flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt, i.e. first received being first used. Cement deteriorated and or clotted shall not be used on work but shall be removed at once from the site.

Manufacturer's test certificate shall be submitted to the Engineer-in-Charge by the Contractor for every consignment of cement. The certificate should cover all the tests for chemical requirements, physical requirements and chloride content as per the provisions of IS: 12269.

Independent tests of samples drawn from the consignment shall be carried out at the site laboratory or in an independent laboratory approved by the Engineer In charge, immediately after delivery. The following properties shall be tested.

- (i) Setting Time
- (ii) Compressive Strength

The cost of the tests shall be borne by the Contractor. In case the cement is stored beyond 90 days from the date of delivery at site, the following tests shall be carried out at the site laboratory before the cement is used.

- (i) Setting Time
- (ii) Compressive strength.

Lot size for independent testing of cement at site shall be the quantity received at site on any day.

B. REINFORCEMENT:

a) Steel reinforcement shall be thermo-mechanically treated bars/ Cold twisted bars of reputed brand conforming to IS: 456 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 bend as per drawings or instruction of site engineer. 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.

8.0 PLASTERING:

12mm thk. cement plaster(1:4) on all surface. Surface to be plastered shall be scrubbed clean with wire brush to remove efflorescence etc. and shall be kept wet for minimum 6 hrs before application of plaster. After completion of the work, curing shall be done for a minimum 7 days.

9.0 FORM WORK:

The shuttering shall conform to the slope lines and dimension of Cement concrete and R.C.C. structures 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.

10.0 CURING:

Concrete and plaster surface shall be carefully protected during first stage of hardening from harmful effects or excessive heat, drying wind, 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. Alternatively, the concrete being thoroughly wetted and covered by layer of approved water proof material which should be kept contact with it for seven days.

11.0 WATER:

Water for mixing cement mortar or concrete shall not be salty or blackish and shall be clean, reasonably clear and free from objectionable quantity of silt and traces of oil, acid, injurious alkalis, salts, organic matter and other deleterious materials which will be 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 Contractor.

12.0 STORAGE:

Cement in bags shall be stored on wooden platform minimum 200mm above the floor level and minimum 600mm above the ground level whichever is higher, in perfectly dry and water tight sheds. The cement shall be stacked at least 450mm clear off walls and the space between the consecutive two rows shall not be less than 600mm.

Storage of cement at the work site shall be at the Contractor's cost and risk. Any damage occurring to the cement 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's materials in blinded books.

13.0 HUME PIPE CULVERTS:

13.1 Scope: This work shall consist of furnishing and installing reinforced cement concrete pipes, of the type, diameter and length required at the locations shown on the drawings or as ordered by the Engineer and in accordance with the requirements of the technical specifications.

13.2 Excavation for pipe: The foundation bad for pipe culverts shall be excavated true the lines and grades shown on the drawings or as directed by the Engineer. The pipes shall be placed in shallow excavation of the natural ground or in open trenches cut in existing ground or in open trenches cut in existing ground taken down to levels as shown on the drawings.

Where trenching is involved, its width on either side of the pipe shall be a minimum of 150mm or one-fourth of the diameter of the pipe whichever is more and shall not be more than one-third the diameter of the pipe. The sides of the trench shall be as nearly vertical as possible.

13.3 Bedding for pipe: The bedding surface shall provide a firm foundation of uniform density throughout the length of the culvert shall conform to the specified levels and grade.

Concrete cradle bedding: When indicated on the drawings or directed by the Engineer, the pipe shall be bedded in a cradle constructed of concrete having a mix not leaner than M15 conforming to Section 1700 (MORT&H). The shape and dimensions of the cradle shall be indicated on the drawings. The pipes shall be laid on the concrete bedding before the concrete has set.

13.4 Laying of Pipe: No pipe shall be laid in position until the foundation has been approved by the engineer. Where two or more pipes are to be laid adjacent to each other, they shall be separated by a distance equal to at least half the diameter of the pipe subject to a minimum of 450mm.

The arrangement for lifting, loading and unloading concrete pipe from factory/yard and at site shall be such that the pipes do not suffer any undue structural strain, any damage due to fall or impact. The arrangement may be got approved by the Engineer.

Similarly, the arrangement for lowering the pipe in the bed shall be got approved by the Engineer. It may be with tripod-pulley arrangement or simply by manual labour in a manner that the pipe is placed in the proper position without damage. The laying of pipes on the prepared foundation shall start from the outlet and proceed towards the inlet and be completed to specified lines and grades. In case of use of use pipes shall be fitted and matched so that when laid in work they form a culvert with a smooth uniform invert.

Any pipe found defective or damaged during laying shall be removed at the cost of the Contractor.

13.5 Jointing: Flush joint may be internal flush joint or external flush joint, in either case, the ends of the pipes shall be specially shaped to form a self-centering joint with a jointing space 13mm wide, the jointing space shall be filled with cement mortar, 1 cement to 2 sand, mixed sufficiently dry to remain in position when forced with a trowel or rammer. Care shall be taken to fill all voids and excess mortar shall be removed.

Joint shall be made with care so that their interior surface is smooth and consistent with the interior surface of the pipes. After finishing, the joint shall be kept covered and damp for at least four days.

13.6 Backfilling: Trenches shall be backfilled immediately after the pipes have been laid and jointing material has hardened. The backfill soil shall be clean, free from boulders, large roots, excessive amounts of sods or other vegetable matter, and lumps and shall be approved by the Engineer. Backfilling upto 300 mm above the top of the pipe shall be carefully done and the soil thoroughly rammed, tamped or vibrated in layers not exceeding 150mm, particular care being taken to thoroughly consolidate the materials under the haunches of the pipe. Approved pneumatic or light mechanical tamping equipment can be used.

Filling of the trench shall be carried out simultaneously on both sides of the pipe in such a manner that unequal pressures do not occur.

In case of high embankment, after filling then trench upto the top of the pipe in the above said manner, a loose fill of a depth equal to external diameter of the pipe shall be placed over the pipe before further layers are added and compacted.

13.7 Headwalls and other ancillary Works: Headwalls, wing walls, aprons and other ancillary works shall be constructed in accordance with the details shown on the drawings or as directed by the Engineer. Masonry for the walls shall conform to MORT&H section 1300, 1400 or 1700 as applicable. Aprons shall conform to Section 2500.

13.8 Opening to traffic: No traffic shall be permitted to cross the pipe line unless height of filling above the top of the pipe line is at least 600mm.

13.9 Measurements for payment: R.C.C. pipe culverts shall be measured along their center between the inlet and outlet ends in linear meters.

Selected granular material and cement concrete for pipe bedding shall be measured as laid in cubic meter. Ancillary works like headwalls, etc., shall be measured as provided for under the respective sections.

14.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:

- a) Contractor must have mixture machine and vibrator for the RCC works. The contractor shall use pump if needed for dewatering for excavation job for which no extra payment will be made.
- b) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- c) Efficient workmen to be engaged by the Contractor.
- d) The Contractor's representative should report to Engineer-in-Charge on all working days at 7.30 am for day to day work for instruction.
- e) Materials if rejected should be removed from the 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.
- f) 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 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.
- g) Water that accumulate on the site during progress of the work or in trenches or at any excavated places 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.
- h) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- i) The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- j) No road closure will be allowed during execution of work and necessary traffic signal/ road sign 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 fulfillment of this condition.
- k) The Contractor shall be required to work expeditiously at the site and must visit the site before tendering.
- l) 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 or advice.
- m) Hot and Cold permit, Gas leakage testing certificate issued by the concerned department to be submitted by the contractor to engineer-in-Charge.
- n) Quantity of cement used will be calculated as per CPWD standard.
- o) The Contractor should submit the work program in the form of a bar chart within 7 days of receipt of work order.
- p) The security of the materials issued to the contractor in connection with the work is responsibility of the contractor, for which no extra payment will be made.
- q) All materials supply by the contractor must be approved by the Engineer-in-Charge.

- r) Following tests/ test certificate to be produced by the contractor from competent authority to ensure the quality of works executed at site at his own cost.
 - i) Water for construction and curing to be tested before use (PH value should be in between 6 & 8) in accordance with IS: 3025-1964.
 - ii) Cube test for RCC work to be done as per relevant IS: 456-2000 or as per instruction of Engineer-in-Charge.
 - iii) Tests viz., Yield strength, Tensile strength, Percentage of elongation test, bend-rebend tests for TMT bars conforming to IS: 1786 or as per the instruction of the Engineer-in-Charge.
- Note: However there will be no additional payment from Company to the contractor to carry out the tests.
- s) The contractor has to work during rainy seasons also.
 - t) The contractor will have to carry out all jobs as per specification/procedures mention in the item description.

15.0 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. 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.
9. 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.
10. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
11. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
12. 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.
13. 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.
14. 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.
15. To arrange daily tool box meeting and regular site safety meetings and maintain records.
16. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
17. 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.
18. 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.
19. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
20. 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.
21. 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.
22. The contractor should prevent the frequent change of his contractual employees as far as practicable.
23. 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.

16.0 The Contractor shall deposit the PAN and GST registration number (if applicable, as per Statutory GST Regulations) as and when required by the Company. If the above are not available with the bidder, the bidder must apply for the same after signing of the Contract and submit the same within 45 days of signing the contract (or as and when advised by the Company, after 45 days of signing the contract). Moreover, the statutory guidelines of Goods and Service Tax (GST) shall be adhered to by the bidder.

17.0 The bidder must provide the following minimum numbers of equipment in operational condition capable of providing uninterrupted services under the contract as and when required. The Bidder / firm / contractor to confirm deployment of list of equipment and machineries as per **Annexure-VIII** during execution of contract and an undertaking has to be submitted along with the Technical bid as per **Annexure-VIII**. The applicant may either own or lease or procure the above minimum requirement of Plants & equipment.

LIST OF MATERIALS & EQUIPMENTS TO BE SUPPLIED BY CONTRACTOR:

a) Hydraulic Excavator -	2 Nos.
b) Dumper -	4 Nos.
c) Mixture machine -	2 Nos.
d) Concrete Vibrator -	4 Nos.
e) Sump pump -	2 Nos.

18.0 A Hindrance Register shall be maintained in the enclosed Format **(Annexure VI)** to record all hindrances encountered during execution of works against the contract. The items of work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.

19.0 Company reserves the right to initiate actions against the bidder / contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

20.0 PERFORMANCE SECURITY:

The successful bidder shall furnish a Performance Security Deposit which will be not less than 2.5 % of contract value in the form of Letter of Credit/Bank Guarantee (PBG in prescribed format of Annexure-IV before signing the formal contract. A retention money of value 7.5% will be deducted from the contractor's running bill and be deposited as the performance security. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

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

Schedule of Company's Plants, Materials and Equipment

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

1) **MATERIALS: Nil**

2) **PLANTS AND EQUIPMENT: Nil**

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Construction of Approach Road, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials.

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, 2017 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 HSE (Health Safety & Environment) points mentioned in SCC.

(Seal)

Date_____

Yours Faithfully

M/s_____

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, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials”**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- I. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- II. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- III. The Bidder/Contractor will not commit any offence under the relevant anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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.
- 5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 Earnest Money Deposit / Bid Security.
- 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 Security Deposit / Performance Bank Guarantee.

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 Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

for the Bidder/Contractor

Place: Duliajan.

Witness 1:

Date:

Witness 2:

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam					
DESCRIPTION OF WORK/SERVICE: Construction of Approach Road, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials.					
PRICE BIDDING FORMAT : E-TENDER NO. CDC0241P19					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding PF & GST	Amount (₹) excluding PF & GST
			A	B	C = A * B
GROUP - A	SECTION - A				
10	Cutting / pruning / trimming of tree branches and stacking at site within 30 m or as directed.	M3	50.00		-
20	Uprooting tree stumps and removing them to 30m from site of operation for girth of tree from 300mm upto one metre. but for girth of tree over one metre and upto 2 metre.	EA	20.00		-
30	Removal of unserviceable soil including excavation, loading and disposal upto 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per clause 305.)	M3	400.00		-
40	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	2033.00		-
50	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.All kinds of soil	M2	500.00		-
60	Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of table No. 300.2 with lead upto 1000 m as per Technical Specification Clause 303.1.(Road roller cost included)	M3	36.00		-
70	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Mechanical Means (Depth upto 3 m)	M3	348.00		-
80	Supplying & Laying Reinforced cement concrete pipe NP3 1000 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in double 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	20.00		-
90	Supplying & Laying Reinforced cement concrete pipe NP3 1200 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in double 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	40.00		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC0241P19					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
100	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:2:4 (1 Cement: 2 coarse sand : 4 graded stone aggregate 40 mm nominal size)	M3	48.94		-
110	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	M3	7.65		-
120	12mm cement plaster of mix:1:4 (1 cement : 4 coarse sand)	M2	61.80		-
130	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 levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. Granular material will be paid separately (Road roller supplied by contractor).	M2	1160.00		-
140	CONSTRUCTION OF WATER BOUND MACADAM base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec.404) and as directed as applied over new consolidated surface. Broken stone will be paid Separately (Road roller supplied by contractor).	M2	1160.00		-
150	Providing & erecting bamboo palisade to prevent erosion/damage of road embankment or bridge/culvert abutments, effluent pit bundh etc using matured jati bamboo piles driven 1.5m deep underground and projecting 2m above ground at interval of 200mm to 250mm in a line and tying the exposed length of bamboo piles to two half bamboo horizontal (one inside and one outside) spaced 300mm apart with thick gauge tying wire and fitting inside drum sheet lining and tying the same to frame work as directed including cutting & straightening empty drums. All materials and tools to be supplied by the contractor except empty drum., but without cutting, straightening placing and tying /fitting drum sheets.	OME	350.00		-
GROUP - A SECTION - B					
10	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	M3	145.00		-
20	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disingrated pieces, organic and other foreign matters(63mm to 45mm graded)	M3	104.40		-
GROUP - B SECTION - A					
10	Removal of unserviceable soil including excavation, loading and disposal upto 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per clause 305.)	M3	5460.84		-
20	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Manual Means (Depth upto 3 m)	M3	135.00		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC0241P19					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
30	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	21904.00		-
40	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.All kinds of soil	M2	14627.40		-
50	Excavation for roadway in ordinary rock with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, transporting to embankment site within all lifts and lead upto 1000 m, trimming bottom and side slopes in accordance with requirements of lines, grades and cross sections. (Ref. to MoRTH Spec.301)	M3	8306.55		-
60	Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of table 300-2(Road roller cost included)	M3	6323.20		-
70	Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of table No. 300.2 with lead upto 1000 m as per Technical Specification Clause 303.1.(Road roller cost included)	M3	135.00		-
80	CONSTRUCTION OF 150MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. Granular material will be paid separately (Road roller supplied by contractor).	M2	8612.94		-
90	CONSTRUCTION OF WATER BOUND MACADAM base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec.404) and as directed as applied over new consolidated surface. Broken stone will be paid Separately (Road roller supplied by contractor).	M2	17225.87		-
100	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 40 mm nominal size)	M3	45.11		-
110	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. upto floor five level excluding cost of centring, shuttering, finishing and reinforcement: 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	M3	125.00		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC0241P19					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
120	Centring and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	M2	1014.00		-
130	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	M3	106.69		-
140	12mm cement plaster of mix:1:4 (1 cement : 4 coarse sand)	M2	909.00		-
150	Cement plaster 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement.12mm cement plaster	M2	698.93		-
160	Providing & erecting bamboo palisade to prevent erosion/damage of road embankment or bridge/culvert abutments, effluent pit bundh etc using matured jati bamboo piles driven 1.5m deep underground and projecting 2m above ground at interval of 200mm to 250mm in a line and tying the exposed length of bamboo piles to two half bamboo horizontal (one inside and one outside) spaced 300mm apart with thick gauge tying wire and fitting inside drum sheet lining and tying the same to frame work as directed including cutting & straightening empty drums. All materials and tools to be supplied by the contractor except empty drum., but without cutting, straightening placing and tying /fitting drum sheets.	OME	825.80		-
170	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	KG	7000.00		-
GROUP - B SECTION - B					
10	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	M3	1550.33		-
20	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disingrated pieces, organic and other foreign matters(63mm to 45mm graded)	M3	1550.33		-
30	Supply of Timber for shuttering	DM3	12675.00		-
GROUP - C SECTION - A					
10	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Manual Means (Depth upto 3 m)	M3	46.82		-
20	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Mechanical Means (Depth upto 3 m)	M3	107.51		-
30	BAMBOO PILING including stiffness etc. using #Bhaluka bamboo# or big size #Jati# bamboo at river bank and water logging areas, including supply of bamboo and necessary ropes etc. complete.	M	580.00		-
40	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 40 mm nominal size)	M3	8.65		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC0241P19					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
50	Laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement - All work upto plinth level : 1:1.5:3 (1 cement: 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	M3	363.28		-
60	Trowel finishing concrete surface.	M2	490.84		-
70	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	KG	9959.46		-
80	Centring and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	M2	310.30		-
GROUP - C SECTION-B					
10	Supply of Timber for shuttering	DM3	2,585.83		-
GROUP - D SECTION-A					
10	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 utilising the remaining earth locally for road work.)for Ordinary Soil by Manual Means (Depth upto 3 m)	M3	192.50		-
20	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 utilising the remaining earth locally for road work.)for Marshy Soil Manual Means (Depth upto 3 m)	M3	61.00		-
30	Removal of unserviceable soil including excavation, loading and disposal upto 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per clause 305.)	M3	132.00		-
40	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 of Tables 300.1 and 300.2 with a lead upto 1000 m as per Technical Specification Clause 301.5(Road roller cost included)	M3	8.50		-
50	Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of table 300-2(Road roller cost included)	M3	60.50		-
60	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 40 mm nominal size)	M3	2.93		-
70	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	M3	15.30		-
80	Brick work with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	M3	17.10		-
90	12mm cement plaster finished with a floating coat of neat cement of mix:1:3 (1 cement : 3 fine sand)	M2	200.75		-
100	12mm cement plaster of mix:1:4 (1 cement : 4 coarse sand)	M2	38.58		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC0241P19					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
110	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	KG	1600.00		-
120	Centring and shuttering including strutting, propping etc. and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts.	M2	140.00		-
130	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. upto floor five level excluding cost of centring, shuttering, finishing and reinforcement: 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	M3	18.00		-
140	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto 30.00m.	M2	21.22		-
150	Sand / silt filling in 150mm layers, consolidating each layer by ramming and watering in foundation, plinth etc. including carrying upto 30m. away and lift, if any, not exceeding 2m.(Supply of sand will be paid extra)	M3	1.65		-
160	Wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position :Second class teak wood (timber will be paid separately)	M3	0.20		-
170	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete:	KG	2.00		-
180	Dressed timber work by thoroughly dressing / planning both sides of timber and edges, making joints by grooving and nailing, screwing and fixing in required size for doors, windows, ventilators including frames, fascia-board, cupboard / cabinet frame, making rack / shelves, draining board, beads for ceiling etc. complete.(timber will be paid separately)	DM3	73.50		-
190	Undressed timber works for frames, posts, trusses, purlins required for temporary nature of jobs such as camps, sheds required for OIL operation, garage etc. for construction jobs, including making joints by grooving, nailing or by bolting. Considering 6m King Post roof truss.(timber will be paid separately)	DM3	95.14		-
200	Fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows including ISI marked black enamelled M.S butt hinges with necessary screws excluding, panelling which will be paid for separately. Second class teak wood.30mm thick shutters	M2	3.20		-
210	Erecting corrugated G.S. sheet roofing including vertical/curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead and including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete upto any pitch in horizontal/ vertical or curved surfaces excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required-0.63 mm thick with zinc coating not less than 275gm/m2	M2	12.00		-
220	Cement glue washing one coat (cement, glue, lime and Cico wash) after watering thoroughly and cleaning the surface at any height including curing etc. complete. , but two coats.	M2	21.05		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC0241P19					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
230	Providing & fixing water closet squatting pan (Indian type W.C. pan) with 100mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required White Vitreous China Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests)	EA	2.00		-
240	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin or 430x260x350 mm sizes respectively	EA	1.00		-
250	Providing and fixing soil, waste and vent pipes 100mm dia	M	12.00		-
260	Providing and fixing Chlorinated Polyvinyl Chloride (CPV C) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings i/e fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVE solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc. 15 mm nominal outer dia Pipes	M	15.00		-
270	Providing and fixing Chlorinated Polyvinyl Chloride (CPV C) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings i/e fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVE solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc. 20 mm nominal outer dia Pipes	M	12.00		-
280	Providing and fixing brass bib cock of approved quality 15 mm nominal bore	EA	2.00		-
290	Applying priming coat with ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and soft wood)	M2	3.20		-
300	Painting wood work with Deluxe Multi Surface Paint of required shade. Two or more coat applied @0.90 ltr/10 sqm over an under coat of primer applied @0.75 ltr/10 sqm of approved brand and manufacture	M2	3.20		-
310	White washing (new work) three or more coats with lime to give an even shade	M2	17.53		-
320	Supplying & Laying Reinforced cement concrete pipe NP3 600 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .	M	2.50		-
GROUP - D SECTION-B					
10	Supply of 1st class seasoned Hollock timber (Scantling) free from knots & cracks.	DM3	201.26		-
20	Supply of 1st class seasoned Hollock timber (Plank) free from knots & cracks.	DM3	80.00		-
30	Supply of Jhama bricks bats-each bat not smaller then 1/3 of a full brick	M3	1.60		-
40	Supply of Timber for shuttering	DM3	1166.55		-
[D] Total (₹)					-

PRICE BIDDING FORMAT : E-TENDER NO. CDC0241P19	
NAME OF BIDDER	
VENDOR CODE	
Bidder's GSTIN No.	
SAC Code	
1. The price/rate(s) to be quoted by the Bidders will be inclusive of all statutory liabilities & taxes except P.F. and GST.	
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering the Net Total (D) .	
3. Refer to GCC for details of GST.	
4. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.	
5. Bidders are required to quote for <u>all the items</u> as per Price Bid Format; otherwise the offer of the bidder will be rejected straightway.	

(To be typed on the letter head of the bidder)

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

Dear Sirs,

Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN RESPECT OF TENDER NO. CDC0241P19

(To be submitted by the Bidders who are not covered under EPF&MP Act, 1952)

This is in connection with the Bid submitted by(Name of the Bidder) against Tenderfor(subject of the Tender). As per the conditions stipulated in Clause no.....(Name of the Provision/Covering Letter etc.), we/I ,being authorized on behalf of(Name of the Contractor) hereby confirm and undertake as follows;

- That our Firm/Company shall be responsible to comply with all the applicable labour laws in respect of the present Contract.
- That we are fully conversant with the applicable laws and confirm that our Firm/Company is not covered under the Employees Provident Funds and Misc. Provisions Act, 1952 and applicable Rules there under, and therefore I we have not obtained any registration or Provident Fund Code under the Act.
- That if, during the period of the present Contract, we/our Firm /Company comes within the coverage of the aforesaid Acts or any other statutes; we shall comply with the same and submit the necessary documents to OIL. We further confirm that we will indemnify OIL towards any future statutory compliances/claims raised from any corner including statutory authorities against the Labour engaged by our Firm/Company in the Contract.
- That in the event of any contravention towards the applicable laws found on our part in respect of the present Contract, we undertake to indemnify OIL and deposit the claims, if any.
- That we shall fulfill all the obligations arising from under the labour laws in force from time to time and keep OIL indemnified against any loss/liability arising out of failure of our avoiding the laws.

We, further agree and undertake that in case of any violation of the above undertaking, OIL shall be at liberty to take appropriate action against us in terms of the Tender including but not limited to termination of contract and debarment from future business with OIL.

I/We declare that the information given above is true and any misstatement or misrepresentation or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

**1. Authorized Signatory _____
(BIDDER)**

Place:-

Date:-

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership No. :

Registration Code. :

Signature

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ 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 well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ____ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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 any of the 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.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Contd.... P/2

Page No. 2

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) "MT 760/MT 760 COV" for issuance of bank guarantee.
 - ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS(indicating the Tender Number) by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

FORM OF PERFORMANCE BANK GUARANTEE
(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY
IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute -----
----- (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 of (Amount of Guarantee in figures) _____ (in words _____), 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 guarantee 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 _____ day of _____.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Contd.... P/2

Page No. 2

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) “MT 760/MT 760 COV” for issuance of bank guarantee.
 - ii) “MT 760/MT 767 COV” for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

ANNEXURE V - FORMAT FOR HINDRANCE REGISTER

Description of Project : Contract No. & Date :

Contractor's Name : Scheduled Completion Date :

Sl. No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of hindrance	Date of Removal of hindrance	Period of hindrance	Overlapping Period, if any	Net hindrance days	Remarks
Signature of Contractor's Representative			Signature of Engineer-in-charge			Signature of HoD		

**Format of undertaking by Bidders towards submission of authentic
information/documents**

(To be typed on the letter head of the bidder)

Ref. No_____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CDC0241P19

To,
CGM - Contracts
Contracts Deptt,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (Name of the firm _____)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(To be typed on the letter head of the bidder and submit
with unpriced technical documents of the bid)**

BID FORM

To,
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDC0241P19

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ **“NOT TO BE QUOTED HERE”** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not less than **2.5% of contract value** for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20__.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

(On Bidder's letter head)

Tender No. CDC0241P19

DESCRIPTION OF WORK/SERVICES: Construction of Approach Road, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials.

UNDERTAKING FOR DEPLOYMENT OF EQUIPMENT AND MACHINERIES

We, M/s....., Address, do hereby declare that we will deploy the following minimum equipment and machineries for carrying out the contract job, in case of award of contract on us against tender No. **CDC0241P19**.

List of Equipment and Machineries:

Sl. No.	Equipment/Machineries	Qty.
1.0	Hydraulic Excavator	2 Nos.
2.0	Dumper	4 Nos.
3.0	Mixture Machine	2 Nos.
4.0	Concrete Vibrator	4 Nos.
5.0	Sump Pump	2 Nos.

Authorised Person's Signature: _____

Name of bidder: _____

Seal of the Bidder:

Date:

Place:

LETTER OF AUTHORITY FOR ATTENDING BID OPENING

TO
CGM – CONTRACTS
OIL INDIA LIMITED
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDC0241P19

I / We _____ confirm that Mr. _____ (Name and address) as authorized to represent us during bid opening on our behalf with you against IFB Invitation No. **CDC0241P19** for **“Construction of Approach Road, Effluent Pit, Drainage, Plinth & Foundation for Derrick Leg, Pump, PCR, Power Pack, Cement Silos, Pillow Foundation, Dwarf Wall around Plinth area, Retainer Pit & Toilet etc. to suit VDF-1 new (E-2000) Rig Outfit for location SDYA in Sadiya Block AA-ONN-2010/3 at Sadiya, Dist-Tinsukia, Assam including supply of all materials.”**

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____