

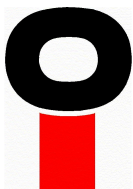
OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O.DULIAJAN-786602, ASSAM
E-TENDER NOTICE

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
CDC1928P20	Construction/repairing of approach road, construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1).	₹ 9,40,500.00	NIL
Bid Closing / Opening Date & Time for the above work : 08.08.2019 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: 15.07.2019

CGM-CONTRACTS
For, RESIDENT CHIEF EXECUTIVE



OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602

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. CDC1928P20 – Construction/repairing of approach road, construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1).

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/repairing of approach road, construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1).** ” 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.	: CDC1928P20
(ii)	Type of Bidding	: Online – Single-Stage Two-Bid System
(iii)	Date of Sale	: 15.07.2019 from 07:00 am.
(iv)	Bid Closing Date & Time	: 08.08.2019 at 11:00 a.m.
(v)	Technical Bid Opening Date & Time	: 08.08.2019 at 02:00 p.m.
(vi)	Price Bid Opening Date & Time	: Will be intimated only to the eligible/qualified Bidders nearer the time.
(vii)	Location of Work	: Loc. MZ-9 Pangzawl, Mizoram.
(viii)	Bid Submission Mode	: Bids must be uploaded online in OIL’s E-procurement portal.
(ix)	Bid Opening Place	: Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(x)	Bid Validity	: 120 days from the date of Technical Bid opening.
(xi)	Mobilization Time	: 15 days from the date of issuance of LOI.

(xii)	Bid Security Amount	: ₹ 9,40,500.00
		<p><u>Note:</u></p> <p>a. The Bid Security should be submitted in the form of Bank Guarantee (in specified format only) issued by Nationalized/ Scheduled Bank.</p> <p>b. Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p>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.</p> <p>d. <u>A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</u></p> <p>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.</p> <p>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) on or before the bid closing date and time.</p> <p>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.</p>
(xiii)	Bid Security Validity	: 05.01.2020
(xiv)	Original Bid Security to be submitted	: Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xv)	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)
(xvi)	Validity of Performance Security	: Up to 9 months from date of completion of contract
(xvii)	Duration of the Contract	: 32 (Thirty Two) Weeks
(xviii)	Quantum of Liquidated Damage for Default in Timely Completion of job	: Refer clause No. 8.0 of General Conditions of Contract (GCC).
(xix)	Integrity Pact	: Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	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- 2807171/7178.

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.**

The hard copy of valid MSE Registration Certificate should reach the Office of CGM-Contracts, Duliajan on or before 12:45 pm on the Bid Opening Date.

Alternatively, bidders can 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.

If any MSE bidder fails to submit a copy of valid MSE registration certificate in either manner as mentioned above, 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.

Note:

- a) 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.
- b) 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.
- c) 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 (if applicable).
- 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) Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract); and all PF related statutory guidelines shall be adhered to by the bidder.
- xiv) **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.
- xv) **BACKING OUT BY L-1 BIDDER AFTER ISSUANCE OF LOI:** In case LOI 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.
- xvi) **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. **Annexure VI must be duly filled in bidder's letter head and upload the scanned copy of the same along with techno-commercial bid.**
- xvii) **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.
- xviii) **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
- xix) **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.**
- xx) **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 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE

The rates / costs quoted by the bidders against the tender shall be available for online viewing after price bid opening to those bidders whose price bids shall be opened in the e-tender portal. Online view of prices as above shall be available to the bidders only upto 7 (seven) days from the date of price bid opening of the tender.

For tenders where **Detailed Price Information** under “RFx Information” Tab Page is “**No price**”, bidders shall have to fill up the “**Total Bid Value**” (under RFx Information > Basic Data > Total Bid Value) with their **overall quoted price (inclusive of all liabilities and statutory liabilities including PF & GST)** in addition to quoting their rates in the prescribed Price Bidding Format uploaded under “**Notes & Attachment**” Tab. Oil India Ltd accepts no liability of any nature resulting from mismatch of “Total Bid Value” and the price quoted in the Price Bidding Format under “Notes and Attachments” tab by any bidder and no claim whatsoever shall be entertained thereof.

Create RFX Response

[Submit](#) | [Read Only](#) | [Print Preview](#) | [Check](#) | [Technical RFX Response](#) | [Close](#)

RFX Response Number 60038748 RFX Number 1396 Status In Process
RFX Owner BHARALI Total Value 0.00 INR RFX Response Version Number

RFX Information | Items | Notes and Attachments | Conditions

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

"Total Bid Value"
considering all liabilities,
taxes & duties including PF
& GST

Note: Total Bid Value" is mandatory in "No Price" RFX only

The Total Amount (inclusive of all liabilities including statutory liabilities, PF & GST) as entered by the bidders in the "Total Bid Value" in their on-line response shall be displayed in the e-tender portal amongst the bidders whose price bids shall be opened. Company shall not take any responsibility whatsoever towards any incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that the amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation. Evaluation of bids will be strictly as per the Price bid uploaded by the bidders under "Notes and Attachments" tab and Bid Evaluation Criteria to ascertain the inter-se-ranking of bidders.

9.0 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. CDC1928P20
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/Corrigendum.

4.2 The Addendum/Corrigendum will be uploaded in OIL website www.oil-india.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/Corrigendum 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 statutory liabilities, PF in their quoted rates against each item of SOQ and indicate the applicable GST percentage separately as per 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 date of Technical bid opening. **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 total amount quoted inclusive of all liabilities including PF & GST for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.

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 Intent (LOI)".

19.2 Within 02 Weeks from the date of issue of Letter of Intent (LOI), 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 Bidding 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 **₹9,40,33,000.00 (Rupees Nine Crore Forty 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 **₹9,40,33,000.00 (Rupees Nine Crore Forty Lakh Thirty Three 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 as per format prescribed in **Annexure-X** 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 & Micro and Small Enterprises.

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 on or before 12:45 pm on bid opening date. Alternatively, bidders can upload a scanned copy of valid registration certificate along with the Technical bids under the “Technical Attachments Tab” in OIL’s E-Tender Portal.**

If any MSE bidder fails to submit a copy of valid MSE registration certificate in either manner as mentioned above, 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.

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 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price of all items of SOQ including PF & GST strictly as per the Price Bid Format uploaded under “Notes and Attachments” tab in e-tender portal.

2.1.10 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

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:

a) Construction of new civil works in hilly/ mountainous area.

OR

b) Site development/ Site preparation work in hilly/ mountainous area.

OR

c) RCC foundation/Boundary wall/RCC building in hilly/ mountainous terrain involving of earth work.

(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. The bidders must fill up the “Total Bid Value” with their overall quoted price (inclusive of all liabilities, statutory liabilities including PF & GST). Oil India Ltd accepts no liability of any nature resulting from mismatch of “Total Bid Value” and the price quoted in the Price Bidding Format under “Notes and Attachments” tab by any bidder and no claim whatsoever shall be entertained thereof. The amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation. Evaluation of bids will be strictly as per the Price bid

uploaded by the bidders under “Notes and Attachments” tab and Bid Evaluation Criteria to ascertain the inter-se-ranking of bidders.

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/repairing of approach road, construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1).

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 **Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1).**

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 Mizoram PWD. 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 Mizoram PWD, 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 **32 (Thirty Two)** 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 certificate by the HOD-(CIVIL) 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 GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except 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 12% 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.

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.

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

(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)

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	Clearing and grubbing of road land in an area of thorny jungle that includes uprooting wild vegetation, grass, bushes shrubs, saplings and trees of girth upto 300mm , removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable materials to be used or auctioned, upto a lead of 1000m including removal and disposal of top organic soil not exceeding 150mm in thickness as per technical specification adopting manual means	HA	0.44
20	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m for girth above 300mm to 600mm	No	10.00
30	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m but for girth above 600mm to 900mm.	No	5.00
40	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m but for girth above 900mm to 1800mm.	No	3.00
50	Excavation of ordinary soil in hilly area by mechanical means including cutting and trimming of side slopes and disposing of excavated earth with all lifts and lead (Contractor has to arrange the disposal site at his cost)	cum	6307.04
60	Excavation of in soil in hilly areas by mechanical means including cutting and trimming of side slopes and disposing of excavated earth and cut materials with all lifts and lead also incorporating disposal on the valley side.	cum	1113.01
70	Excavation in hilly area in ordinary rock (not requiring blasting) by mechanical means including cutting and trimming of side slopes and disposing of cut materials with all lifts and lead (Contractor has to arrange the disposal site at his own cost)	cum	5396.40
80	Excavation in hilly area in laminated rock (requiring blasting) by mechanical means including trimming of slopes and disposal of cut material with all lifts and lead (Contractor has to arrange the disposal site at his own cost)	cum	674.55

90	Construction of embankment with material deposited from roadway cutting (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	cum	1854.00
100	Construction of Subgrade and Earthen Shoulders with approved materials obtained from borrow pits with all lifts and lead, transporting to site spreading, grading to required slope and compacted to meet requirement of table 300-2.	cum	477.93
110	Providing and constructing gabion structures for retaining earth with segments of crates of size 7m X 3m X 0.60m each divided into 1.5 m compartments by cross netting, made from 4mm galvanized steel wire @ 32kg per 10 sqm having minimum tensile strength of 300Mpa conforming to IS 280 and galvanizing coating conforming to IS: 4826 woven into mesh with double twist, mesh size not exceeding 100 X 100mm filled with boulders with least dimension of 200mm all loose ends to be tied with 4mm galvanized steel wire..	cum	1680.00
120	Providing and laying reinforced cement concrete pipe NP3/prestressed concrete pipe having dia 1000mm 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	meter	30.00
130	Providing crushed rubble masonry in cement mortar in 1:3 in wing wall head wall of pipe culvert, catch pit & apron complete as per drawings & technical specification.	cum	60.00
140	Construction of granular sub base by providing well graded materials, spreading in uniform layers with motor grader on prepared surface, mixing by mix-in place method with rotavator at OMC and compacting with vibratory roller roller to achieve the desired density complete as per clause 401 for Grading-I material	cum	3261.15
150	Providing, laying spreading and compacting graded stone aggregates to Water Bound Macadam specification including spreading in uniform thickness handpacking, rolling with vibratory rollers 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/binding materials to fill up the interstices of coarse aggregates, watering and compacting to the required density (Using Grading -1(a) type material in 1 layer of 150mm thickness)	cum	2591.70
160	Providing and applying low porosity primer coat with bitumen emulsion on prepared surface of granular base including clearing of road surface and spraying primer at the rate shown in 500-1 using mechanical means	sqm	1278.00
170	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at required rate on the prepared granular surface treated with primer and cleaned with mechanically broom.	sqm	1278.00

180	Providing, laying and rolling of open graded primix surfacing of 20mm thickness composed of 13.2 mm to 5.6 mm aggregates either using penetration grade bitumen or cut-back or emulsion to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in a HMP of appropriate capacity not less than 75 tonnes/hour, laying and rolling, finished to required level and grades with a smooth wheeled roller of 8-10 tonne capacity,	sqm	1278.00
190	Providing & laying of premix sand seal coat with HMP of appropriate capacity not less than 75 tonne/hour using crushed stone chipping 6.7 mm size and penetration bitumen of suitable grade.	sqm	1278.00
200	Back filling behind abutment, wing wall and retaining wall with gravelly material complete as per drawing and technical specification	cum	90.00
210	Back filling behind abutment, wing wall and retaining wall with sandy material complete as per drawing and technical specification	cum	30.00
220	Providing and laying in position plain cement concrete of M15 grade (1 cement : 2 coarse sand : 4 stone aggregate 20mm nominal size) excluding cost of centering and shuttering for a side drain having inner cross-sectional area of 0.16 sqm with 0.10m thick c/c walls on all the three sides. Earthwork in side drain involves ordinary rock excavation, which is to be done by mechanical means. The side has an external dimension of 0.6m X 0.5m in cross-section.	RM	440.00
230	Dry stone pitching 22.5cm thick including supply of stone and preparing surface complete.	sqm	8000.00
GROUP B - SECTION - A			
10	Clearing and grubbing of road land in an area of thorny jungle that includes uprooting wild vegetation, grass, bushes shrubs, saplings and trees of girth upto 300mm ,removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable materials to be used or auctioned, upto a lead of 1000m including removal and disposal of top organic soil not exceeding 150mm in thickness as per technical specification adopting manual means	HA	3.23
20	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m for girth above 300mm to 600mm	No	15.00
30	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m but for girth above 600mm to 900mm.	No	8.00

40	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m but for girth above 900mm to 1800mm.	No	4.00
50	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift & lead upto 1000m but for girth above 1800mm.	No	3.00
60	Excavation of soil in hilly areas by mechanical means including cutting and trimming of side slopes and disposing of excavated earth and cut materials with all lifts and lead also incorporating disposal. Disposal of cut material with all lifts and lead (Contractor has to arrange the disposal site at his own cost)	cum	61814.74
70	Excavation of soil in hilly areas by mechanical means including cutting and trimming of side slopes and disposing of excavated earth and cut materials with all lifts and lead also incorporating disposal on the valley side.	cum	41209.83
80	Excavation in hilly area in ordinary rock (not requiring blasting) by mechanical means including cutting and trimming of side slopes and disposing of cut materials with all lifts and lead (Contractor has to arrange the disposal site at his own cost)	cum	197807.16
90	Excavation in hilly area in ordinary rock (not requiring blasting) by mechanical means including cutting and trimming of side slopes and disposing to valley side	cum	49451.79
100	Excavation in hilly area in laminated rock (requiring blasting) by mechanical means including trimming of slopes and disposal of cut material with all lifts and lead. (Contractor has to arrange the disposal site at his own cost)	cum	61814.74
110	Construction of embankment with material deposited from roadway cutting (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	cum	3772.37
120	Providing and constructing gabion structures for retaining earth with segments of crates of size 7m X 3m X 0.60m each divided into 1.5 m compartments by cross netting, made from 4mm galvanized steel wire @ 32kg per 10 sqm having minimum tensile strength of 300Mpa conforming to IS 280 and galvanizing coating conforming to IS: 4826 woven into mesh with double twist, mesh size not exceeding 100 X 100mm filled with boulders with least dimension of 200mm all loose ends to be tied with 4mm galvanized steel wire..	cum	5928.00

130	Construction of granular sub base by providing well graded materials, spreading in uniform layers with motor grader on prepared surface, mixing by mix-in place method with rotavator at OMC and compacting with smooth wheeled/vibratory roller roller to achieve the desired density complete as per clause 401 for Grading-I material	cum	1341.38
140	Providing, laying spreading and compacting graded stone aggregates to Water Bound Macadam specification including spreading in uniform thickness handpacking, rolling with vibratory rollers 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/binding materials to fill up the interstices of coarse aggregates, watering and compacting to the required density (Using Grading -1(a) type material in 1 layer of 75mm thickness)	cum	1341.38
150	Providing and laying in position plain cement concrete of M15 grade (1 cement : 2 coarse sand : 4 stone aggregate 20mm nominal size) excluding cost of centering and shuttering for a side drain having inner cross-sectional area of 0.16 sqm with 0.10m thick c/c walls on all the three sides. Earthwork in side drain involves ordinary rock excavation, which is to be done by mechanical means. The side has an external dimension of 0.6m X 0.5m in cross-section.	Rm	800.00
160	1.8m high G.I barbed wire fencing with 2.4m angle iron posts 50 × 50 × 6mm size placed 2.0m apart embedded in cement concrete block 1:3:6 (1 cement: 3 sand: 6 stone aggregate) of size 25 × 25 × 60 cm and 12 horizontal lines and 2 diagonals barbed wire fixed from post to post with 'U' nails and projecting the angle post 2cm above the top most wire including earthwork complete.	Rm	800.00
170	Back filling behind abutment, wing wall and retaining wall with gravelly material complete as per drawing and technical specification	cum	257.28
180	Back filling behind abutment, wing wall and retaining wall with sandy material complete as per drawing and technical specification	cum	148.20
190	Excavation in hilly area in ordinary rock (not requiring blasting) by mechanical means including cutting and trimming of side slopes and disposing of cut materials with all lifts and lead upto 1000m 85% of total volume - (Contractor has to select the disposal site within lead upto 1000m))	Cum	5312.50
200	Excavation in hilly area in laminated rock (requiring blasting) by mechanical means including trimming of slopes and disposal of cut material with all lifts and lead upto 1000m.15% of total volume -(Contractor has to select the disposal site within lead upto 1000m))	Cum	937.50

210	Providing and laying in position plain cement concrete of M15 grade excluding cost of centering and shuttering - All works upto plinth level 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 20mm nominal size)	Cum	303.40
220	12mm cement plaster 1:4 (1 cement : 4 coarse sand) finished with a floating coat of neat cement	Sqm	1416.00
GROUP C - SECTION-A			
10	Earthwork in excavation of foundation for ordinary rock (by mechanical means) of structures as per drawing and technical specification, including setting out construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilizing the remaining earth locally for road work	cum	113.40
20	Earthwork in excavation of foundation for hard rock (by mechanical means) of structures as per drawing and technical specification, including setting out construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilizing the remaining earth locally for road work (Blasting Prohibited)	cum	453.60
30	Providing and laying in position plain cement concrete of M15 grade excluding cost of centering and shuttering - All works upto plinth level 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 20mm nominal size)	cum	44.59
40	Providing and laying in position reinforced cement concrete of proportion 1:1.5:3 (1 cement: 1.5 coarse sand: 3 graded stone aggregate of nominal size 20cmm) in leveling course of Catch pits, Derrick, pump, PCR etc excluding cost of centering and shuttering finishing and reinforcement compacted by vibration including curing for 14days all complete as per drawings & Technical Specification.	cum	564.36
50	Centering and shuttering including strutting, propping etc. and removal of form for Foundation, footing, bases of columns etc. for mass concrete	sqm	615.20
60	Providing TMT bar for RCC work including straightening, cutting, bending, placing in position and binding all complete	kg	13500.00
70	12mm cement plaster 1:4 (1 cement : 4 coarse sand) finished with a floating coat of neat cement	sqm	819.21
GROUP D- SECTION-A			
10	Surface dressing of ground including removing vegetation and inequalities not exceeding 15cm deep and disposal of rubbish , lead upto 50m and lift upto 1.5m (all kinds of soil)	M2	5134.00

20	Earthwork in excavation of foundation for hardrock (by mechanical means) of structures as per drawing and technical specification, including setting outm 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 (not required blasting)	M3	249.34
30	Earthwork in excavation of foundation for ordinary rock (by manual means) of structures as per drawing and technical specification, including setting outm 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	M3	76.80
40	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 table 300-2) within a lead of 5km) [Earth filling]	M3	79.20
50	Providing and laying in position plain cement concrete of M15 grade excluding cost of centering and shuttering - All works upto plinth level in 1:2:4 (1 cement: 2 coarse sand: 4 stone aggregate 20mm nominal size) proportion.	M3	75.48
60	Providing crused rubble masonry in cement mortar in 1:3 in wing wall head wall of pipe culvert, catch pit & apron complete as per drawings & technical specification.	M3	84.04
70	Providing 2nd class local wood in truss etc including hoisting fixing in position, supplying necessary fittings such as spikes, nuts and bolt and nails etc and applying wood preservative of unexposed surfaces etc complete.	M3	9.79
80	Proving and fixing of bamboo turja walling woven in bawhtah pattern in single layer complete excluding beading work.	M2	228.32
90	20mm thick plaster on wall of mix 1:4 (1 cement: 4 sand)	M2	139.12
100	12mm cement plaster 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement	M2	264.00
110	Providing and fixing corrugated G.S sheet roofing fixed with polymer coated J or L hooks, bolts and nuts 8mm diameter with bitumen and G.I limpet washers or with G.I limpet washers filled with white lead and including a coat of approved painty on overlapping of sheets complete (upto a pitch of 60 degrees) excluding cost of purlins, rafters and trusses. (0.80 mm thick with zinc coating not less than 275 gm/m2)	M2	700.00
120	Boulder with minimum size of 300mm for pitching at site	M3	60.00

130	Supply Sand bags (cost of sand and empty cement bags)	NO	3000.00
140	Supply of hand broken (Aggregates 63 mm to 45 mm)	M3	200.00
150	Supply of granular material (Coarse graded granular sub-base material 37.5 mm to 9.5 mm).	M3	150.00
160	Laying HDPE sheets (Laying HDPE sheets or plastic/tarpulene sheets of weight not exceeding 300GSM in pits, including, jointing sheets and preparation of surface including dressing levelling the area as directed by engineer-in-charge. (Rate excluding cost of sand bags, boulders etc).	M2	6750.00
170	Providing & laying in position reinforced cement concrete excluding cost of centering & shuttering finishing and reinforcement (all work upto plinth level) proportion 1:1.5:3	M3	34.38
180	Providing TMT bar for RCC work including straightening, cutting, bending, placing in position and binding all complete	kg	545.00
190	Providing and fixing plain, chamfered edge 1st class local wood beading with screws or nails for walls. ceiling etc. complete(50mm × 12mm)	M	10.00
200	Cement plaster skirting or dado (upto 30cm height) with cement mortar 1:3 (1cement:3sand) finished with a floating coat of neat cement including rounding of junction with floor	M2	5.94

- **Bidder must include all statutory liabilities including PF in their quoted rates excluding GST.**
- **Bidder must indicate the applicable GST percentage separately as per the “PRICE BIDDING FORMAT”.**

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

PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

DESCRIPTION OF WORK/SERVICES: Construction/repairing of approach road, construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1).

1.0 SCOPE OF WORK:

1.1 Brief specifications are given here under for general guidance purpose of the bidder. The main location Site is in Pangzawl area of Lunglei District, Mizoram. The scope of work includes but not limited to Construction of approach road, plinth, foundations, retainer pit, effluent pit, providing & laying HDPE lining including repairing/improvement of NH-54 at different places from Aizwal to Pangzawl etc. as per drawings/instructions and all other activities as spelt out in the detailed specifications including the jobs noted below in Sl. No. a) to (o). Bidders are required to quote rates taking into consideration of all aspects as per site requirements and specifications enclosed along with the item of tender document. Quoted offers shall be inclusive of all materials, labour, PF and other taxes & levies excluding GST. Water and power shall have to be arranged by the contractor for execution of the work. The Contractor shall be responsible to complete the entire work in all respect and any other works necessary to complete the job as per site requirement.

a) Jungle cutting in hilly areas upto a girth of 30cm and removal of rubbish up to a distance of 1000m outside the periphery of the area or as directed.

b) Scarifying the existing road, construction/repairing of bituminous road, development of turning radius of road, construction of passing places at different places as per requirement.

c) Earth work in cutting and filling in soft medium, hard soil/rock including blasting of rock for development of approach road and plinth.

d) To clear the landside from the road.

e) Spreading gravel/ broken stone where necessary.

f) Earth work in excavation for foundation in soft medium, hard soil/rock including blasting of rock as per site requirement

g) Providing and laying CC/R.C.C at specified proportion.

h) Providing cutting, bending and placing steel reinforcement as per drawing/instruction during the course of execution.

i) Providing centring and shuttering for CC/RCC.

j) Providing masonry work.

k) Dry stone pitching

- l) Construction of drain as per instruction.
- m) Providing W.B.M. course at approach road/plinth.
- n) Bituminous work on the road.
- o) Construction of Gabion structure for erosion protection work.

1.2 SITE CLEARANCE:

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

1.2.1 Preparation of site for Plinth and Road

- i) Excavation of in soil in hilly areas by mechanical means including cutting and trimming of side slopes and disposing of excavated earth
- ii) Excavation in hilly area in ordinary rock (not requiring blasting) by mechanical means including cutting and trimming of side slopes and disposing of cut materials.
- iii) Excavation in hilly area in Hard rock (requiring blasting) by mechanical means including trimming of slopes and disposal of cut material.
- iv) Providing and constructing gabion structures for retaining earth.
- v) Construction of Granular sub-base, WBM and bituminous work.
- vi) Dry stone pitching.

Excavation of Foundation And Effluent Pits:

- 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.
- iii) For excavation on hard rock where blasting is required, the same shall be carried out as per the specification of BLASTING OPERATION and all precautions indicted herein to be observed.

1.2.2 BLASTING OPERATIONS**General:**

Blasting shall be carried out in a manner that completes the excavation to the lines indicated in drawings, with the least disturbance to adjacent material. It shall be done only with the written permission of the Engineer. All the statutory laws, regulations, rules, etc., pertaining to the acquisition, transport, storage, handling and use of explosives shall be strictly followed by the contractor including its cost and required statutory permission.

The Contractor may adopt any method or methods of blasting consistent with the safety and job requirements. Prior to starting any phase of the operation the Contractor shall provide information describing pertinent blasting procedures, dimensions and notes. The magazine for the storage of explosives shall be built to the designs and specifications of the Explosives Department concerned and located at the approved site. No unauthorized persons shall be admitted into the magazine which when not in use shall be kept securely locked. No matches or inflammable material shall be allowed in the magazine. The magazine shall have an effective lightning conductor.

The following shall be hung in the lobby of the magazine:

- (a) A copy of the relevant rules regarding safe storage both in English and in the language with which the workers concerned are familiar.
- (b) A statement of up-to-date stock in the magazine.
- (c) A certificate showing the last date of testing of the lightning conductor.
- (d) A notice that smoking is strictly prohibited.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided to the satisfaction of the Engineer and in general not closer than 300 m from the road or from any building or camping area or place of human occupancy. In addition to these, the Contractor shall also observe the following instructions and any further additional instructions which may be given by the Engineer and shall be responsible for damage to property and any accident which may occur to workmen or the public on account of any operations connected with the storage, handling or use of explosives and blasting. The Engineer shall frequently check the Contractor's compliance with these precautions.

1.2.3 Materials, Tools and Equipment

All the materials tools and equipment used for blasting operations shall be of approved type. The Engineer may specify the type of explosives to be allowed in special cases. The fuse to be used in wet locations shall be sufficiently water resistant as to be unaffected when immersed in water for 30 minutes. The rate of burning of the fuse shall be uniform and definitely known to permit such a length being cut s will permit sufficient time to the firer to reach safety before explosion takes place. Detonators shall be capable of giving effective blasting of the explosives. The blasting powder, explosives, detonators, fuses, etc., shall be fresh and not damaged due to dampness, moisture or any other cause. They shall be inspected before use and damaged articles shall be discarded totally and removed from the site immediately.

1.2.4 Personnel

The blasting operation shall remain in the charge of competent and experienced supervisor and workmen who are thoroughly acquainted with the details of handling explosives and blasting operations.

1.2.5 Blasting Operations

The blasting shall be carried out during fixed hours of the day preferably during the mid-day luncheon hour or at the close of the work as ordered in writing by the engineer. The hours shall be made known to the people in the vicinity. All the charges shall be prepared by the man in charge only.

The contractor shall notify each public utility company having structures in proximity to the site of the work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. In advance of any blasting work within 50 m of any railway track or structures, the Contractor shall notify the concerned Railway Authority of the location, date, time and approximate duration of such blasting operations.

Red danger flags shall be displayed prominently in all directions during the blasting operations. The flags shall be planted 200 m from the blasting site in all directions. People, except those who actually light the fuse, shall be prohibited from entering this area, and all persons including workmen shall be excluded from the flagged area at least 10 minutes before the firing, a warning siren being sounded for the purpose.

The charge holes shall be drilled to required depths and at suitable places. Blasting should be as light as possible consistent with thorough breakage of the material necessary for economic loading and hauling. Any method of blasting which leads to overshooting shall be discontinued.

When blasting is done with powder, the fuse cut to the required length shall be inserted into the hole and the powder dropped in. The powder shall be gently tamped with copper rods with rounded ends. The explosive powder shall then be covered with tamping material which shall be tamped lightly but firmly. When blasting is done with dynamite and other high explosives, dynamite cartridges shall be prepared by inserting the square cut end of a fuse into the detonator and finishing it with nippers at the open end, the detonator gently pushed into the primer leaving 1/3rd of the copper tube exposed outside. The paper of the cartridge shall then be closed up and securely bound with wire or twine. The primer shall be housed into the explosive. Boreholes shall be of such size that the cartridge can easily go down. The holes shall be cleared of all debris and explosive inserted. The space of about 200 mm above the charge shall then be gently filled with dry clay, pressed home and the rest of the tamping formed of any convenient material gently packed with a wooden rammer.

At a time, not more than 10 such charges will be prepared and fired. The man in charge shall blow a siren in a recognised manner for cautioning the people. All the people shall then be required to move to safe distances. The charges shall be lighted by the man-in-charge only. The man-in-charge shall count the number of explosions. He shall satisfy himself that all the charges have been exploded before allowing the workmen to go back to the work site.

After blasting operations, the Contractor shall compact the loose residual material below sub-grade and replace the material removed below sub-grade with suitable material.

1.2.6 Misfire

In case of misfire, the following procedure shall be observed:

- (i) Sufficient time shall be allowed to account for the delayed blast. The man-in-charge shall inspect all the charges and determine the missed charge.
- (ii) If it is the blasting powder charge, it shall be completely flooded with water. A new hole shall be drilled at about 450 mm from the old hole and fired. This should blast the old charge. Should it not blast the old charge, the procedure shall be repeated till the old charge is blasted.
- (iii) In case of charges of gelignite, dynamite, etc., the man-in-charge shall gently remove the tamping and the primer with the detonator. A fresh detonator and primer shall then be used to blast the charge. Alternatively, the hole may be cleared of 300 mm of tamping and the direction then ascertained by placing a stick in the hole. Another hole may then be drilled 150 mm away and parallel to it. This hole shall then be charged and fired when the misfired hole should explode at the same time. The man-incharge shall at once report to the Contractor's office and the Engineer all cases of misfire, the cause of the same and what steps were taken in connection therewith.
- (iv) If a misfire has been found to be due to defective detonator or dynamite, the whole quantity in the box from which defective article was taken must be sent to the authority directed by the Engineer for inspection to ascertain whether all the remaining materials in the box are also defective.

1.2.7 Account

A careful and day to day account of the explosive shall be maintained by the Contractor in an approved register and manner which shall be open to inspection by the Engineer at all times.

1.3 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 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.

1.4 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.

1.5 PLASTERING:

a) 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.

1.6 WATER 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.

1.7 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 4.75mm 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) 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.

iv) 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.

1.8 PREMIX SURFACING :

Scope: This work shall consist of the preparation, laying and compaction of an open- graded premix surfacing material of 20 mm thickness composed of small-sized aggregate premixed with a bituminous binder on a previously prepared base, in accordance with the requirements of these Specifications, to serve as a wearing course.

Materials:

Binder: The binder shall be penetration bitumen of a suitable grade as specified in the Contract, or as directed by the Engineer, and satisfying the requirements of IS: 73.

Aggregate: The aggregate shall conform to Clause 504.2.2 conforming to MORT&H except that the water absorption shall be limited to a maximum of 1 per cent. The Polished Stone Value, as measured by the test in BS 812-(Part 114), shall not be less than 55.

Proportioning of materials: The materials shall be proportioned in accordance with Table 500-23 conforming to MORT&H.

Construction operations

Preparation of surface: The underlying surface on which the bituminous surfacing is to be laid shall be prepared, shaped and conditioned to the specified lines, grade and cross-section in accordance with Clause 501 conforming to MORT&H. A prime coat where needed shall be applied in accordance with Clause 502 conforming to MORT&H as directed by the Engineer.

TABLE 500-23. QUANTITIES OF MATERIALS REQUIRED FOR 10 m² OF ROAD SURFACE FOR 20mm THICK OPEN-GRADED PREMIX SURFACING USING PENETRATION BITUMEN OR CUTBACK

Sr.No. Aggregates Quantity

(a) Nominal Stone size 13.2mm (passing 22.4 mm sieve and retained on 11.2 mm sieve) 0.18m³

(b) Nominal Stone size 1 1.2mm (passing 13.2 mm sieve and retained on 5.6 mm sieve). 0.09m³

Total 0.27m³

Binder (quantities in terms of straight run bitumen)

(a) For 0.18 m³ of 13.2mm nominal size stone at 52 kg bitumen per m³ 9.5kg

(b) For 0.09 m³ of 11.2 mm nominal size stone at 56 kg bitumen per m³ 5.1 kg

Total 14.6kg

Tack coat: A tack coat complying with Clause 503 conforming to MORT&H, shall be applied over the base preparatory to laying of the surfacing.

Preparation of premix: Hot mix plant of appropriate capacity and type shall be used for the preparation of the mix material. The hot mix plant shall have separate dryer arrangement for heating aggregate.

The temperature of the binder at the time of mixing shall be in the range of 150°C to 163°C and that of the aggregate in the range of 155°C to 163°C provided that the difference in temperature between the binder and aggregate at no time exceeds 14°C. Mixing shall be thorough to ensure that a homogeneous mixture is obtained in which all particles of the aggregates are coated uniformly and the discharge temperature of mix shall be between 130°C and 160°C.

The mix shall be immediately transported from the mixer to the point of use in suitable vehicles or hand barrows. The vehicles employed for transport shall be clean and the mix being transported covered in transit if so directed by the Engineer.

Spreading and rolling : The pre mixed material shall be spread by suitable means to the desired thickness, grades and cross- fall (camber) making due allowance for any extra quantity required to fill up depressions, if any. The cross- fall should be checked by means of camber boards and irregularities leveled out. Excessive use of blades or rakes should be avoided. As soon as sufficient length of bituminous material has been laid, rolling shall commence with 8 – 10 tonne rollers, - smooth wheel tandem type, or other approved equipment. Rolling shall begin at the edge and progress toward the centre longitudinally, except that on super elevated and uni-directional cambered portions, it shall progress from the lower to upper edge parallel to the centre line of the pavement.

When the roller has passed over the whole area once, any high spots or depressions, which become apparent, shall be corrected by removing or adding premixed materials. Rolling shall then be continued until the entire surface has been rolled and all the roller marks eliminated. In each pass of the roller the preceding track shall be overlapped uniformly by at least 1/3 width. The roller wheels shall be kept damp to prevent the premix from adhering to the wheels. In no case shall fuel / lubricating oil be used for this purpose. Excess use of water for this purpose shall also be avoided.

Rollers shall not stand on newly laid material. Rolling operations shall be completed in every respect before the temperature of the mix falls below 100° C. Joints along and transverse to the surfacing laid and compacted earlier shall be cut vertically to their full depth so as to expose fresh surface which shall be painted with a L in coat of appropriate binder before the new mix is placed against it.

Seal coat : A seal coat conforming to Clause 513 conforming to MORT&H of the type specified in the Contract shall be applied to the surface immediately after laying the surfacing.

1.9 SEAL COAT:

Scope:

This work shall consist of the application of a seal coat for sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall (camber). Seal coat shall be Premixed seal coat comprising of a thin application of fine aggregate premixed with bituminous binder.

Materials:

Binder: The requirements of Clauses 511.1.2.1 and 511.2.2.1 conforming to MORT&H shall apply. The quantity of bitumen per 10 square meters shall be 6.8kg for Type B seal coat.

Aggregate for Type A seal coat: The stone chips shall consist of angular fragments of clean,hard,tough and durable rock of uniform quality throughout. They shall be free of soft or disintegrated stone, organic or other deleterious matter. Stone chips shall be of 6.7mm size defined as 100 percent passing through 11.2mm sieve and retain 2.36mm sieve. The quantity used for spreading shall be 0.09cum per 10 sqm area. The sieve shall satisfy the quantity requirement given in table 500-8 except that the upper limit for water absorption value shall be 1 percent.

Construction Operations: Weather and seasonal limitations: The requirements of Clause 501.5.1 conforming to MORT&H shall apply.

Preparation of surface: The seal coat shall be applied immediately after laying the bituminous course which is required to be sealed. Before application of seal coat materials, the surface shall be cleaned free of any dust or other extraneous matter.

Construction of Type A seal coat: A mixer of appropriate capacity and type approved by the Engineer shall be used for preparation of the mixed material. The plant shall have separate dryer arrangements for heating aggregate.

The binder shall be heated in boilers of suitable design, approved by the Engineer to the temperature appropriate to the grade of bitumen or as directed by the Engineer. The aggregates shall be dry and suitably heated to a temperature between 150°C and 165°C or as directed by the Engineer before these components are placed in the mixer. Mixing of binder with aggregates to the specified proportions shall be continued until the latter are thoroughly coated with the former.

The mix shall be immediately transported from the mixing plant to the point of use and spread uniformly on the bituminous surface to be sealed.

As soon as a sufficient length has been covered with the premixed material, the surface shall be rolled with an 8-10 tonne smooth-wheeled roller. Rolling shall be continued until the premixed material completely seals the voids in the bituminous course and a smooth uniform surface is obtained.

Opening to Traffic : In the case of Type A seal coat, traffic may be allowed soon after final rolling when the premixed material has cooled down to the surrounding temperature. In special circumstances, however, the Engineer may open the road to traffic immediately after rolling, but in such cases traffic speed shall be rigorously limited to 16 km per hour until the following day.

Surface Finish and Quality Control of Work : The surface finish of construction shall conform to the requirements of Clause 902 conforming to MORT&H. For control on the quality of materials supplied and the works carried out, the relevant provisions of Section 900 conforming to MORT&H shall apply.

Measurement for Payment : Seal coat, Type B shall be measured as finished work, over the area specified to be covered, in square meters at the thickness specified in the Contract.

1.10 GABION WALL WITH WIRE CRATES :

Material:

Wire crates shall be made from hot dipped galvanized mild steel wire of diameter not less than 4mm in annealed condition having tensile strength of 300-450 MPa conforming to IS:280. The galvanizing coating shall be heavy coating for soft condition conforming to IS:4826.

Laying :

The mesh of the crate shall not be more than 150mm

Wire crates for shallow or accessible situations shall be 3 metre x 1.5 metre x 1.25 metre in size. Where these have to be deposited and there is a chance of overturning, the crate shall be divided into 1.5 metre compartments by cross netting.

Wire crates built in-situ, shall not be larger than 7.5 metres x 3 metres x 0.6 metre, nor smaller than 2 metres x 1 metre x 0.3 metre. Sides of large crates shall be securely stayed at intervals of not more than 1.50metres to prevent bulging.

The netting shall be made by fixing a row of spikes on a beam at spacing equal to the mesh. The beam must be a little longer than the width of netting required. The wire is to be cut to lengths about three times the length of the net required. Each piece shall be bent at the middle around one of the spikes and the weaving commenced from one corner.

A double twist shall be given at each intersection. This twisting shall be carefully done by means of a strong iron bar, five and half turns being given to the bar at each splice.

The bottom and two ends of the crate or mattress shall be made at one time. The other two sides shall be made separately and shall be secured to the bottom and the ends by twisting adjacent wires together. The top shall be made separately and shall be fixed in the same manner as the sides after the crates or mattress has been filled.

Wherever possible, crates shall be placed in position before filling with boulders. The crates shall be filled by carefully hand-packing the boulders as tightly as possible and not by merely throwing in stones or boulders.

Construction of a gabion structure for retaining earth with segments of wire crates of size 7 m x 3 m x 0.6 m each divided into 1.5 m compartments by cross netting, made from 4 mm galvanised steel wire @ 32 kg per 10sqm having minimum tensile strength of 300 Mpa conforming to IS:280 and galvanizing coating conforming to IS:4826, woven into mesh with double twist, mesh size not exceeding 100 x 100 mm, filled with boulders with least dimension of 200 mm, all loose ends to be tied with 4 mm galvanised steel wire.

1.11 FORM WORK:

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

1.12 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.

1.13 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.

1.14 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 be removed from site within 48 hrs.

The Contractor shall keep proper records on site in respect of daily consumption of materials in proper record books.

2.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:

2.1 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.

2.2 Watch and ward, loss or damage to Company's property's theft and other incidental charges shall be Contractor's responsibility.

2.3 Efficient workmen to be engaged by the Contractor.

2.4 The Contractor's representative should report to Engineer-in-Charge on all working day's at 7.30 AM for day to day work for instruction.

2.5 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.

2.6 The Company reserves the right to get the part or whole work completed through other agency at the risk and cost of the Contractor if 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.

2.7 Contractor must complete all the statutory formalities within 7 days of issuance of LOI.

2.8 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.

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

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

2.11 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 non fulfillment of this condition.

2.12 The Contractor shall be required to work expeditiously at the site and must visit the site before tendering.

2.13 Signatory of the contract agreement must attend at site of work at least once in a week along with the Engineer-in-Charge for necessary instruction or advice.

2.14 The contractor should keep site order book, hindrance registrar at site.

2.15 Quantity of cement used will be calculated as per CPWD standard.

2.16 The contractor should submit the work program in the form of a bar chart within 7 days of receipt of work order.

2.17 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.

2.18 All materials supply by the contractor must be approved by the Engineer-in-Charge.

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.

2.19 The contractor has to work during rainy seasons also.

2.20 The contractor will have to carry out all jobs as per specification/procedures mention in the item description.

2.21 If there is any excess cutting materials it has to be disposed off by the contractor at his own cost & risk and at any suitable place identified by him.

2.22 Bidder must include all statutory liabilities including PF in their quoted rates excluding GST. Bidder must indicate the applicable GST percentage separately in the "PRICE BIDDING FORMAT".

2.23 In case of any contradiction, all clauses of Part-III SCC shall prevail over Part-I GCC of this tender.

3.0 KEY PERSONNEL:

The following key personnel shall be deployed by the contractor while carrying out the work. Contractor shall provide the list of the personnel proposed to be deployed along with details of their experience and bio data.

(a) Civil Engineer: 1 nos. of Graduate in Civil Engineering with at least 5 years of work experience in similar field.

He will be responsible for taking technical decision in consultation with the site engineer. He will also have to ensure timely completion of the work.

(b) Junior Engineer: 1 nos. of Junior Engineer (Civil) having 10 years of work experience in similar field.

He will guide, supervise, co-ordinate and monitor the progress of work.

4.0 MATERIAL TESTS:

All the required material tests to be carried out by the vendor/contractor as per the following list for which no extra payment will be made.

Material/work Test Field/Laboratory Test Procedure Frequency of Testing/ Periodicity/FREQUENCY of test

4.1 Water Presence of Organic matter IS 3025 (Part 18) Water from each source shall be got tested before the commencement of work.

Presence of Inorganic matter

pH Value

Suspended materials IS 3025 (Part 17)

- 4.2** Fine Aggregate (for RCC work) Gradation and zone determination 100 cum or part thereof.
 Estimation of deleterious material IS: 2386 (Part II)
 Silt content

- 4.3** Coarse Aggregate (for RCC work) Gradation (determination of 10% fine value) IS: 2386(Part IV) For every 200cum or part thereof
 Estimation of soft/deleterious material IS:2386 (Part II)
 Aggregate crushing
 Strength/Abrasion value IS:2386(Part IV)
 Aggregate impact value IS:2386 (Part IV)

- 4.4** Cement Fineness AASHTO T 98M/T 98 Every 100 tonnes or part thereof. Cement from each manufacturer shall be got tested.
 Soundness IS: 4031-PART III-1988
 Setting time IS: 4031-Part V-1988
 Compressive strength IS: 4031-Part VI-1988
 Normal Consistency of standard cement paste IS: 4031-Part IV-1988

- 4.5** PCC work Slump test Field test only IS 456- 2000 Code of Practice for Plain and Reinforced Concrete (as amended up to date) shall be followed in regard to Concrete Mix Proportion and its production. As advised by Engineer in charge.

- 4.6** RCC work Slump test
 (i) Every 20 cum for beam, slab and connected columns
 (ii) For column as decided by Engineer In -charge.
 (iii) For mass concrete works above 70 cum, one test per 70 cum or part thereof.(As per IS 456-2000)
 Cube test
 i) For building/bridge: Every 30 cum or part thereof.
 ii) Boundary wall: Every 50 cum or part thereof.
 iii) For mass concrete: Every 100 cum or part thereof.

- 4.7** Steel Reinforcement bar
 Tensile Strength
 Bend test IS 1599 Every 50 tonnes or part thereof.
 ISI marked steel can be used in work even before receipt of test certificate/ manufacturer's certificate.

- 4.8** Sub Base (Excluding bitumen bound bases)

- i) Water bound macadam (63 mm down to 45 mm) 1.Aggregate Impact Value Laboratory IS:2386 (Part IV) One test per 1000 cum of aggregate or part thereof.
- ii) Grading of aggregate IS:383 (1970) One test per 500 cum or part thereof.
- iii) Combined flakiness and elongation indices IS:2386(Part I) One test per 500 cum of aggregate or part thereof.

- 4.9** Bituminous works (If bitumen supplied by company the bitumen tests are not required to be carried out)
- i) Prime coat/tack coat/Seal coat/Premix/SDBC/BM Quality of bitumen One test per one kilometre or part thereof.
 Absolute viscosity at 60°C, Poises Laboratory IS:1206(Part II)
 Kinematic viscosity at 135°C, cSt IS:1206 (Part III)
 Flash point (Cleveland open cup), °C IS:1209
 Softening point (R&B), °C IS:1205
 Penetration at 25°C, 100 g, 5 s IS:1203
 Ductility at 25°C, cm IS:1208
 Specific gravity @27/27#C IS:1202
 - ii) Aggregate for Premix carpeting, SDBC, BM, DBM, BC, Seal coat etc.

- a. Aggregate Impact Value or Los Angeles Abrasion value Laboratory IS:2386 (Part IV) One test per one kilometre or part thereof.
- b. Combined flakiness and elongation indices Laboratory IS:2386 (Part I) One test per one kilometre or part thereof.

5.0 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 of 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 (PPE) as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness will have 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 for providing the same. Company will provide the safety items, if available. But in turn, Company 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) The Contractor shall keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6) The Contractor has to ensure that all works are carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.
- 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 Company'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-in-charge /Official /Supervisor /Junior Engineer-in-charge 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 Company.
- 12) The Contractor has to keep a register of the persons employed by him. 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 Centres as per Company's requirement & proof of such test(s) is to be submitted to Company. 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 as per 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 by the Contractor, 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.

6.0 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.

7.0 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:

• Crawler Mounted Excavator	- 2 Nos
• Hydraulic Excavator	- 2 Nos.
• Dumper	- 6 Nos.
• Mixture machine	- 2 Nos.
• Concrete Vibrator	- 2 Nos.
• Sump pump	- 2 Nos.
• Road Roller (8-10 T Capacity)	- 2 Nos.
• Air Compressor Machine	- 2 Nos.

8.0 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.

9.0 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.

10.0 PERFORMANCE SECURITY:

The successful contractor shall have to furnish to Company the performance security in the form of DD/BC/BG (BG in prescribed format of Annexure-IV) amounting to 2.5% of the contract value (excluding GST) before signing the formal contract. The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. If in case the original Contract is required to be amended thereby increasing the Contract cost or the contractual period or both, the Contractor must deposit the requisite additional amount of Performance Security and / or extend the validity of the Performance security accordingly. Security deposit will be released to the Contractor on successful completion of defect liability period as defined in the Contract. The bank guarantee will be discharged by Company not later than 30 days following its expiry, subject to receipt of advice for release of the same from the User Department.

11.0 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**

Note:

- All the materials including cement and bitumen & all equipment are to be supplied by the Contractor at his/ her own cost and risk.

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

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Construction/repairing of approach road, Construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1).

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/repairing of approach road, Construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1)”**. 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/repairing of approach road, construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NERP Block MZ-ONN-2004/1).					
PRICE BIDDING FORMAT : E-TENDER NO. CDC1928P20					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (₹) excluding GST
			A	B	C = A * B
GROUP - A	SECTION - A				
10	Clearing and grubbing of road land in an area of thorny jungle that includes uprooting wild vegetation, grass,bushes shrubs,saplings and trees of girth upto 300mm ,removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable materials to be used or auctioned,upto a lead of 1000m including removal and disposal of top organic soil not exceeding 150mm in thickness as per technical specification adopting manual means	HA	0.44		-
20	Cutting of trees including cutting of trunks,branches and removal of stumps and root refilling,compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m for girth above 300mm to 600mm	No	10.00		-
30	Cutting of trees including cutting of trunks,branches and removal of stumps and root refilling,compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m but for girth above 600mm to 900mm.	No	5.00		-
40	Cutting of trees including cutting of trunks,branches and removal of stumps and root refilling,compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m but for girth above 900mm to 1800mm.	No	3.00		-
50	Excavation of ordinary soil in hilly area by mechanical means including cutting and trimming of side slopes and disposing of excavated earth with all lifts and lead (Contractor has to arrange the disposal site at his cost)	cum	6307.04		-
60	Excavation of in soil in hilly areas by mechanical means including cutting and trimming of side slopes and disposing of excavated earth and cut materials with all lifts and lead also incorporating disposal on the valley side.	cum	1113.01		-
70	Excavation in hilly area in ordinary rock (not requiring blasting) by mechanical means including cutting and trimming of side slopes and disposing of cut materials with all lifts and lead (Contractor has to arrange the disposal site at his own cost)	cum	5396.40		-
80	Excavation in hilly area in laminated rock (requiring blasting) by mechanical means including trimming of slopes and disposal of cut material with all lifts and lead (Contractor has to arrange the disposal site at his own cost)	cum	674.55		-
90	Construction of embankment with material deposited from roadway cutting (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	cum	1854.00		-
100	Construction of Subgrade and Earthen Shoulders with approved materials obtained from borrow pits with all lifts and lead,transporting to site spreading,grading to required slope and compacted to meet requirement of table 300-2.	cum	477.93		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC1928P20					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
110	Providing and constructing gabion structures for retaining earth with segments of crates of size 7m X 3m X 0.60m each divided into 1.5 m compartments by cross netting, made from 4mm galvanized steel wire @ 32kg per 10 sqm having minimum tensile strength of 300Mpa conforming to IS 280 and galvanizing coating conforming to IS: 4826 woven into mesh with double twist, mesh size not exceeding 100 X 100mm filled with boulders with least dimension of 200mm all loose ends to be tied with 4mm galvanized steel wire..	cum	1680.00		-
120	Providing and laying reinforced cement concrete pipe NP3/prestressed concrete pipe having dia 1000mm 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	meter	30.00		-
130	Providing crushed rubble masonry in cement mortar in 1:3 in wing wall head wall of pipe culvert, catch pit & apron complete as per drawings & technical specification.	cum	60.00		-
140	Construction of granular sub base by providing well graded materials, spreading in uniform layers with motor grader on prepared surface, mixing by mix-in place method with rotavator at OMC and compacting with vibratory roller roller to achieve the desired density complete as per clause 401 for Grading-I material	cum	3261.15		-
150	Providing, laying spreading and compacting graded stone aggregates to Water Bound Macadam specification including spreading in uniform thickness handpacking, rolling with vibratory rollers 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/binding materials to fill up the interstices of coarse aggregates, watering and compacting to the required density (Using Grading -1(a) type material in 1 layer of 150mm thickness)	cum	2591.70		-
160	Providing and applying low porosity primer coat with bitumen emulsion on prepared surface of granular base including clearing of road surface and spraying primer at the rate shown in 500-1 using mechanical means	sqm	1278.00		-
170	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at required rate on the prepared granular surface treated with primer and cleaned with mechanically broom.	sqm	1278.00		-
180	Providing, laying and rolling of open graded primix surfacing of 20mm thickness composed of 13.2 mm to 5.6 mm aggregates either using penetration grade bitumen or cut-back or emulsion to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in a HMP of appropriate capacity not less than 75 tonnes/hour, laying and rolling, finished to required level and grades with a smooth wheeled roller of 8-10 tonne capacity,	sqm	1278.00		-
190	Providing & laying of premix sand seal coat with HMP of appropriate capacity not less than 75 tonne/hour using crushed stone chipping 6.7 mm size and penetration bitumen of suitable grade.	sqm	1278.00		-
200	Back filling behind abutment, wing wall and retaining wall with gravelly material complete as per drawing and technical specification	cum	90.00		-
210	Back filling behind abutment, wing wall and retaining wall with sandy material complete as per drawing and technical specification	cum	30.00		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC1928P20					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
220	Providing and laying in position plain cement concrete of M15 grade (1 cement : 2 coarse sand : 4 stone aggregate 20mm nominal size) excluding cost of centering and shuttering for a side drain having inner cross-sectional area of 0.16 sqm with 0.10m thick c/c walls on all the three sides. Earthwork in side drain involves ordinary rock excavation, which is to be done by mechanical means. The side has an external dimension of 0.6m X 0.5m in cross-section.	RM	440.00		-
230	Dry stone pitching 22.5cm thick including supply of stone and preparing surface complete.	sqm	8000.00		-
GROUP - B		SECTION - A			
10	Clearing and grubbing of road land in an area of thorny jungle that includes uprooting wild vegetation, grass, bushes shrubs, saplings and trees of girth upto 300mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable materials to be used or auctioned, upto a lead of 1000m including removal and disposal of top organic soil not exceeding 150mm in thickness as per technical specification adopting manual means	HA	3.23	0.00	-
20	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m for girth above 300mm to 600mm	No	15.00	0.00	-
30	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m but for girth above 600mm to 900mm.	No	8.00	0.00	-
40	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift lead upto 1000m but for girth above 900mm to 1800mm.	No	4.00	0.00	-
50	Cutting of trees including cutting of trunks, branches and removal of stumps and root refilling, compaction of backfilling and stacking of serviceable materials manual means with lift & lead upto 1000m but for girth above 1800mm.	No	3.00		-
60	Excavation of soil in hilly areas by mechanical means including cutting and trimming of side slopes and disposing of excavated earth and cut materials with all lifts and lead also incorporating disposal Disposal of cut material with all lifts and lead (Contractor has to arrange the disposal site at his own cost)	cum	61814.74		-
70	Excavation of soil in hilly areas by mechanical means including cutting and trimming of side slopes and disposing of excavated earth and cut materials with all lifts and lead also incorporating disposal on the valley side.	cum	41209.83	0.00	-
80	Excavation in hilly area in ordinary rock (not requiring blasting) by mechanical means including cutting and trimming of side slopes and disposing of cut materials with all lifts and lead (Contractor has to arrange the disposal site at his own cost)	cum	197807.16	0.00	-
90	Excavation in hilly area in ordinary rock (not requiring blasting) by mechanical means including cutting and trimming of side slopes and disposing to valley side	cum	49451.79		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC1928P20					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
100	Excavation in hilly area in laminated rock (requiring blasting) by mechanical means including trimming of slopes and disposal of cut material with all lifts and lead. (Contractor has to arrange the disposal site at his own cost)	cum	61814.74	0.00	-
110	Construction of embankment with material deposited from roadway cutting (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	cum	3772.37	0.00	-
120	Providing and constructing gabion structures for retaining earth with segments of crates of size 7m X 3m X 0.60m each divided into 1.5 m compartments by cross netting, made from 4mm galvanized steel wire @ 32kg per 10 sqm having minimum tensile strength of 300Mpa conforming to IS 280 and galvanizing coating conforming to IS: 4826 woven into mesh with double twist, mesh size not exceeding 100 X 100mm filled with boulders with least dimension of 200mm all loose ends to be tied with 4mm galvanized steel wire..	cum	5928.00	0.00	-
130	Construction of granular sub base by providing well graded materials, spreading in uniform layers with motor grader on prepared surface, mixing by mix-in place method with rotavator at OMC and compacting with smooth wheeled/vibratory roller roller to achieve the desired density complete as per clause 401 for Grading-I material	cum	1341.38	0.00	-
140	Providing, laying spreading and compacting graded stone aggregates to Water Bound Macadam specification including spreading in uniform thickness handpacking, rolling with vibratory rollers 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/binding materials to fill up the interstices of coarse aggregates, watering and compacting to the required density (Using Grading -1(a) type material in 1 layer of 75mm thickness)	cum	1341.38	0.00	-
150	Providing and laying in position plain cement concrete of M15 grade (1 cement : 2 coarse sand : 4 stone aggregate 20mm nominal size) excluding cost of centering and shuttering for a side drain having inner cross-sectional area of 0.16 sqm with 0.10m thick c/c walls on all the three sides. Earthwork in side drain involves ordinary rock excavation, which is to be done by mechanical means. The side has an external dimension of 0.6m X 0.5m in cross-section.	Rm	800.00	0.00	-
160	1.8m high G.I barbed wire fencing with 2.4m angle iron posts 50 × 50 × 6mm size placed 2.0m apart embedded in cement concrete block 1:3:6 (1 cement: 3 sand : 6 stone aggregate) of size 25 × 25 × 60 cm and 12 horizontal lines and 2 diagonals barbed wire fixed from post to post with 'U' nails and projecting the angle post 2cm above the top most wire including earthwork complete.	Rm	800.00		-
170	Back filling behind abutment, wing wall and retaining wall with gravelly material complete as per drawing and technical specification	cum	257.28	0.00	-
180	Back filling behind abutment, wing wall and retaining wall with sandy material complete as per drawing and technical specification	cum	148.20	0.00	-
190	Excavation in hilly area in ordinary rock (not requiring blasting) by mechanical means including cutting and trimming of side slopes and disposing of cut materials with all lifts and lead upto 1000m 85% of total volume -(Contractor has to select the disposal site within lead upto 1000m))	Cum	5312.50		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC1928P20					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
200	Excavation in hilly area in laminated rock (requiring blasting) by mechanical means including trimming of slopes and disposal of cut material with all lifts and lead upto 1000m.15% of total volume - (Contractor has to select the disposal site within lead upto 1000m))	Cum	937.50		-
210	Providing and laying in position plain cement concrete of M15 grade excluding cost of centering and shuttering - All works upto plinth level 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 20mm nominal size)	Cum	303.40		-
220	12mm cement plaster 1:4 (1 cement : 4 coarse sand) finished with a floating coat of neat cement	Sqm	1416.00		-
GROUP - C		SECTION-A			
10	Earthwork in excavation of foundation for ordinary rock (by mechanical means) of structures as per drawing and technical specification, including setting outm 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	cum	113.40		-
20	Earthwork in excavation of foundation for hard rock (by mechanical means) 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 (Blasting Prohibited)	cum	453.60		-
30	Providing and laying in position plain cement concrete of M15 grade excluding cost of centering and shuttering - All works upto plinth level 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 20mm nominal size)	cum	44.59	0.00	-
40	Providing and laying in position reinforced cement concrete of proportion 1:1.5:3 (1cement: 1.5 coarse sand: 3 graded stone aggregate of nominal size 20cmm) in levelling course of Catch pits, Derrick, pump, PCR etc excluding cost of centering and shuttering finishing and reinforcement compacted by vibration including curing for 14days all complete as per drawings & Technical Specification.	cum	564.36		-
50	Centering and shuttering including strutting, proping etc. and removal of form for Foundation, footing, bases of columns etc. for mass concrete	sqm	615.20		-
60	Providing TMT bar for RCC work including straightening, cutting, bending, placing in position anf binding all complete	kg	13500.00		-
70	12mm cement plaster 1:4 (1 cement : 4 coarse sand) finished with a floating coat of neat cement	sqm	819.21	0.00	-
GROUP - D		SECTION-A			
10	Surface dressing of ground including removing vegetation and inequalities not exceeding 15cm deep and disposal of rubbish , lead upto 50m and lift upto 1.5m (all kinds of soil)	M2	5134.00		-
20	Earthwork in excavation of foundation for hardrock (by mechanical means) of structures as per drawing and technical specification, including setting outm 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 (not required blasting)	M3	249.34	0.00	-

PRICE BIDDING FORMAT : E-TENDER NO. CDC1928P20					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
30	Earthwork in excavation of foundation for ordinary rock (by manual means) of structures as per drawing and technical specification, including setting outm 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	M3	76.80		-
40	Construction of embankement 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 table 300-2) within a lead of 5km) [Earth filling]	M3	79.20		-
50	Providing and laying in position plain cement concrete of M15 grade excluding cost of centering and shuttering - All works upto plinth level in 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 20mm nomonal size) proportion.	M3	75.48	0.00	-
60	Providing cruised rubble masonry in cement mortar in 1:3 in wing wall head wall of pipe culvert, catch pit & apron complete as per drawings & technical specification.	M3	84.04	0.00	-
70	Providing 2nd class local wood in truss etc including hoisting fixing in position, supplying necessary fittings such as spikes, nuts and bolt and nails etc and applying wood preservative of unexposed surfaces etc complete.	M3	9.79		-
80	Proviing and fixing of bamboo turja walling woven in bawhtah pattern in single layer complete excluding beading work.	M2	228.32		-
90	20mm thick plaster on wall of mix 1:4 (1 cement: 4 sand)	M2	139.12		-
100	12mm cement plaster 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement	M2	264.00		-
110	Providing and fixing corrugated G.S sheet roofing fixed with polymer coated J or L hooks, bnolts and nuts 8mm diameter with bitumen and G.I limpet washers or with G.I limpet washers filled with white lead and including a coat of approved painty on overlapping of sheets complete (upto a pitch of 60 degrees) excuding cost of purlins, rafters and trusses. (0.80 mm thick with zinc coating not less than 275 gm/m2)	M2	700.00		-
120	Boulder with minimum size of 300mm for pitching at site	M3	60.00		-
130	Supply Sand bags (cost of sand and empty cement bags)	NO	3000.00		-
140	Supply of hand broken (Aggregates 63 mm to 45 mm)	M3	200.00		-
150	Supply of granulare material (Coarse graded granular sub-base material 37.5 mm to 9.5 mm).	M3	150.00		-
160	Laying HDPE sheets (Laying HDPE sheets or plastic/tarpulene sheets of weight not exceeding 300GSM in pits, including, jointing sheets and preparation of surface including dressing levelling the area as directed by engineer-in-charge. (Rate excluding cost of sand bags, boulders etc).	M2	6750.00		-
170	Providing & laying in position reinforced cement concrete excluding cost of centering & shuttering finishing and reinforcement (all work upto plinth level) proportion 1:1.5:3	M3	34.38		-
180	Providing TMT bar for RCC work including straighthening, cutting, bending, placing in position anf binding all complete	kg	545.00	0.00	-
190	Providing and fixing plain, chamfered edge 1st class local wood beading with screws or nails for walls. ceiling etc. complete(50mm × 12mm)	M	10.00		-

PRICE BIDDING FORMAT : E-TENDER NO. CDC1928P20					
NAME OF BIDDER					
VENDOR CODE					
Bidder's GSTIN No.					
SAC Code					
200	Cement plaster skirting or dado (upto 30cm height) with cement motar 1:3 (1cement:3sand) finished with a floating coat of neat cement including rounding of junction with floor	M2	5.94		-
Total (₹) (exclusive of GST)					-
Applicable GST Rate in %		Applicable GST#		Total (Rs.) (inclusive of GST)	-
#Please select from Drop Down list.					
1. The price/rate(s) quoted by the Bidders against each item above will be inclusive of all statutory liabilities, taxes & PF excluding GST (IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable). Bidders must indicate the applicable GST percentage separately in the designated field as per the "PRICE BIDDING FORMAT".					
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including all statutory liabilities, PF and GST as indicated in the price bid(CGST & SGST/UTGST or IGST)					
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.					
However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.					
5. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.					
When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.					
6. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.					
7. 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.					
8. Bidders must note that there are some similar items present in different groups of the Price Bidding Format as highlighted above. Once bidders shall quote the rate against one similar item, the designated places for quoting the rates against corresponding similar items shall automatically get filled up.					
9. Any incomplete submission of the Price Bid Format shall make the bidders liable for rejection 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. CDC1928P20

(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/Forwarding 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 LOI)

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. CDC1928P20

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. CDC1928P20

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 Technical Bid opening 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. CDC1928P20

DESCRIPTION OF WORK/SERVICES: Construction/repairing of approach road, construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1).

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. **CDC1928P20**.

List of Equipment and Machineries

Sl. No.	Equipment/Machineries	Qty.
1.0	Crawler Mounted Excavator	2 Nos.
2.0	Hydraulic Excavator	2 Nos.
3.0	Dumper	6 Nos.
4.0	Mixture machine	2 Nos.
5.0	Concrete Vibrator	2 Nos.
6.0	Sump Pump	2 Nos.
7.0	Road Roller (8-10 T Capacity)	2 Nos.
8.0	Air Compressor Machine	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 - 786602
Assam, India

Sir,

Sub: OIL's IFB No. CDC1928P20

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. **CDC1928P20** for **“Construction/repairing of approach road, construction of plinth, foundations, effluent pit, RCC retainer pit, toilet blocks & laying of HDPE lining etc. including supply of all materials for Loc. MZ-9 Pangzawl, Mizoram (Under NELP Block MZ-ONN-2004/1).”**

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: _____

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE
AUTHORIZED SIGNATORY OF THE BIDDER**

***(Applicable for those bidders only whose balance sheet/ financial
statements for 2018-2019 has not been audited till date)***

CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

**Ref Clause No. (A) 2.1.2 under para c) - Financial Criteria of the BEC/BRC of
Tender No.CDC1928P20**

I the authorized signatory(s) of
..... (bidder/firm's name)
do hereby solemnly affirm and declare as under:-

**The Balance Sheet/Financial Statements for the financial year 2018-2019
has actually not been audited as on the Original Bid closing Date.**

Place:

Date:
signatory

Signature of the authorized

*Note: This certificate is to be uploaded by bidder considering the time required for
preparation of Financial Statements only i.e. if the last date of preceding financial /
accounting year falls within the preceding six months reckoned from the original
bid closing date of the tender.*