

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

OIL INDIA LIMITED (OIL) invites Bids under Composite bid System from established Civil Engineering firms / contractors through its E-Procurement portal "[https://etender.srm.oilindia.in/irj /portal](https://etender.srm.oilindia.in/irj/portal)" for the following works.

IFB No.	SHORT DESCRIPTION OF SERVICE	BID SECURITY	COST OF BID DOCUMENT
CDC3430P20	Upgradation of existing bituminous DBY-NHK road from junction point of Jorajan OCS approach to upto 8.00 KM post Digboi with WBM repairing, 50mm BM, 40mm SDBC (L= 6900 mtr). Supply of all materials and machineries by the contractor.	₹ 1,94,000.00	NIL
Bid Closing / Opening Date & Time for the above work : 30.01.2020 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: 28.12.2019

DGM Contracts-(Civil)
For GM-Contracts-(HoD)
For, RESIDENT CHIEF EXECUTIVE

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

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

DESCRIPTION OF WORK/ SERVICE: Upgradation of existing bituminous DBY-NHK road from junction point of Jorajan OCS approach to upto 8.00 KM post Digboi with WBM repairing, 50mm BM, 40mm SDBC (L= 6900 mtr). Supply of all materials and machineries by the contractor.

TENDER VALUE: ₹ 3,87,75,816.05

LOCATION OF WORK: Digboi Area, Tinsukia District.

CONTRACT PERIOD: 36 Weeks.

BID CLOSING/ OPENING DATE & TIME: 30.01.2020 (11:00 HRS/14:00 HRS)

BID SECURITY DEPOSIT: ₹ 1,94,000.00 (Rupees One Lakh Ninety-Four Thousand only).

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

(Original hard copy of (a) should reach the office of GM-CONTRACTS before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.)

b) Bidders to confirm that in the event of the award of Contract he/she/they will submit Performance Security Deposit @ 2.5% of the total contract price within two weeks of issue of LOI/LOA and this will not earn any interest. Immediately after deposit of Performance security, successful bidder shall have to sign the formal contract Agreement.

2.0 SEALED ENVELOPES containing the Bid Security Deposit (EMD) shall be marked with the above Tender Number and description of work and addressed to

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

2.1 The bidders shall pay the requisite Bid security against the individual IFBs through the online payment gateway. Alternatively, the bidders may deposit the requisite BID SECURITY in the form of Letter of Credit/Bank Guarantee **{BG should be submitted in the prescribed format enclosed with this tender (Annexure-III)}** from a Nationalized / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. **DD/Cheques/ Cashier Cheque etc. will not be accepted.** This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below. **Bids without Bid Security in the manner specified above will be summarily rejected.** Bid should be submitted on-line through OIL's e-Tendering Portal up to 11:00 hrs (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14:00 hrs (IST) at Office of the CGM-Contracts in presence of authorized representative of the bidder. **If the bid security is submitted in the form of BG/LC, the same should be dropped in the tender box placed at the office of the CGM-Contracts on or before 1:30 p.m. of the schedule date of opening of tender.**

Note: The bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office:

The Bank Guarantee issued by the Bank shall be routed through SFMS platform as per 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 HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

Exemption from submission of bid security:

- a. Central Govt. Department & Public Sector Undertaking Companies are exempted from submission of bid security.
- b. **Micro & Small Enterprises** 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 1:30 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) 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.
- b) The Purchase Preference Policy for MSE bidders shall not be applicable in this tender.

2.2 THE PHYSICAL BID SECURITY IS TO BE SUBMITTED ALONGWITH A COVERING LETTER MENTIONING THE e-TENDER NO AND THE BIDDER'S NAME AND ADDRESS IN A DULY SEALED ENVELOPE ADDRESSED TO CGM-CONTRACTS, OIL INDIA LIMITED, CONTRACTS DEPARTMENT, DULIAJAN – 786602

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

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

4.0 While submitting responses against the tender in e-tender portal, bidders must fill up the “Total Bid Value” (under RFx Information > Basic Data > Total Bid Value), taking account of all liabilities including statutory liabilities in their quoted price (excluding PF and GST). A screen shot in this regard is shown below. The price quoted under the “Total Bid Value” should be within the range of “At Par” to “+10%” of Company’s Internal Estimate. Bids with overall quoted price as indicated in the “Total Bid Value” (under RFx Information > Basic Data > Total Bid Value) below “at par” and above “10%” of Company’s Internal Estimate will be rejected straightway.

Company shall evaluate the inter-se-ranking of the bidders and conduct Draw of Lots amongst the eligible bidders in case of identical bidding, strictly as per the overall quoted price under the “Total Bid Value” (under RFx Information > Basic Data > Total Bid Value) and awarding of contract shall be done accordingly.

It is the responsibility of the bidder to fill up the “Total Bid Value” (under RFx Information > Basic Data > Total Bid Value) correctly as per the instructions given herein. OIL INDIA LTD accepts no liability of any nature resulting from any calculation error or omissions while filling up the “Total Bid Value” (under RFx Information > Basic Data > Total Bid Value) by the bidders and no claim whatsoever shall be entertained thereof.

In case of identical bidding, Draw of Lots shall be conducted amongst the bidders who have quoted the lowest price (within the permissible percentage) under the “Total Bid Value” tab, to select 7 (seven) numbers of bidders priority-wise. The Technical Scrutiny of bids will be carried out for these 7(seven) bidders only for further processing of the tender.

For convenience of the bidders and to improve transparency, the overall rate quoted by the bidders (within the range of “At par” to +10% of the internal estimate) against the tender shall be available for online viewing by all such bidders whose price bids shall be opened. 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.

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

4.2 To participate in OIL's E-procurement tender, bidders must have a legally Valid Digital Signature of Class 3 [**Organizational Type**] with Organizations Name along with **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having “**Organization Name**” field other than **Bidder's Name (i.e. Firm's Name)** are not acceptable.

4.3 The authenticity of above Digital Signature shall be verified through authorized CA after bid opening. If the **Digital Signature Certificate (DSC)** used for signing is not of “**Class -3**” & Organizational type with Organization's name, the bid will be rejected.

4.4 Bidder is responsible for ensuring the validity of Digital Signature Certificate (DSC) and its proper usage by their employee.

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

4.6 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>.

4.7 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.

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within bid validity period will lead to forfeiture of his/her/their Bid Security in full and debarment from participation in future tenders, at the sole discretion of the Company and the period of debarment will be decided as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

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

7.0

- a) The Bid must be valid for 90 (Ninety) days from the date of opening of the tender.
- b) In case of extension of Bid Opening Date, Bid validity must be extended suitably by the bidder, as and when advised by OIL.
- c) The amount of Bid Security shall be as specified in the NIT.
- d) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for minimum 120 days (One Hundred Twenty) from the date of bid opening.
- e) In case of extension of Bid Opening Date, Bid Security validity must be extended suitably by the bidder, as and when advised by OIL.
- f) The bidders must upload the Integrity Pact, digitally signed by the authorized signatory (who is authorized to sign the bid) along with the Technical Bid.

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

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

10.0 Before submission of bids, the bidder is advised to inspect the work site with permission from GM - Civil or his representative, to assess the nature and extent of work and the conditions under which it will be carried out.

11.0 The bidder may also seek such clarification from this office as are deemed necessary.

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

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

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

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

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

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

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

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

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

13.0 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.

Bidders who are currently not covered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 should submit an Undertaking for the same as prescribed in **Annexure-I** of the Tender Document.

14.0 Before Bidding :

- Bidder(s) are advised to inspect the work site with permission from GM-Civil or his representative, to assess the nature and extent of work and the conditions under which it will be carried out.
- Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.

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

16.0 PERFORMANCE SECURITY DEPOSIT:

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

Note: The bidders are requested to advise the Performance Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee in OIL's tender issuing office:

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

- i. "MT 760 / MT 760 COV for issuance of Performance Bank Guarantee.
- ii. "MT 760 / MT 767 COV for amendment of Performance Bank Guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

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

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

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

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

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

22.0 BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, the Bid Security will be forfeited and be debarred from further tendering as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

23.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

24.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website. **Annexure VI must be duly filled in bidder's letter head and upload the scanned copy of the same along with techno-commercial bid.**

25.0 Bidder(s) must also furnish the followings:

- a) NAME OF FIRM :
- b) DETAIL POSTAL ADDRESS :

- c) MOBILE / TELEPHONE NO :
- d) E-MAIL ADDRESS :
- e) FAX NO (If available) :
- f) CONTACT PERSON :
- g) VENDOR CODE :
- h) GST Registration Number (If available):

26.0 The tender will be governed by :

- a) Covering Letter.
- b) Part – I - General Terms and Conditions for Works Contract. (GCC)
- c) Part - II - Schedule of Work, Unit and Quantity (SOQ)
- d) Part - III - Particular Specification, Special Terms, Conditions & Instructions of Contract (SCC)
- e) Part - IV - SCPME
- f) Part- V- Safety Measures
- g) Part- VI - Integrity Pact
- h) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC).
- i) Annexure-III (Format for **Bid Security** in the form of Bank Guarantee.)
- j) Annexure-IV (Format for **Performance Bank Guarantee** in the form of Bank Guarantee.)

Special Note:

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with tender no. and due date at following address:

**CGM Contracts,
Contracts Department,
Oil India Limited,
Duliajan- 786602, Assam**

a. ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of LC/Bank Guarantee.

A scanned copy of Bid Security should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

b. Any other document required to be submitted in original as per tender requirement.

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security **{in case of bidders submitting Bid Security in the form of Bank Guarantee/LC}** must be received at OIL's CGM (Contracts) office at Duliajan on or before the scheduled date & time specified in the NIT, failing which the bid shall be rejected.

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

27.0 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 should be uploaded under **"Technical Attachment" Tab only. Bidders must note that no price details should be uploaded in "Technical Attachment" Tab Page. Bidders must quote their overall price under the "Total Bid Value" within the range of "at par" to "+10%" of Company's Internal Estimate, taking into account all liabilities including statutory**

liabilities in their quoted price (excluding PF and GST). Bidder must also upload the Proforma-I digitally signed without any input/ alteration from their end under the “Notes and Attachment” Tab in e-tender portal. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.

Please go through the **"GENERAL GUIDELINES TO BIDDERS"** and **"VENDOR USER MANUAL (Effective 01.03.19)"** provided in OIL's e-Portal, in detail before uploading the document.

NB: In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [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.

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

Note: Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, e-Mail ID: rajivmathur23@gmail.com, Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC, e-mail ID: jagmohan.garg@gmail.com and Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture e-mail ID: rudhra.gangadharan@gmail.com have been appointed as Independent External Monitors.

29.0 SCREEN SHOT :

Bidders must fill up the **"Total Bid Value" (under RFx Information > Basic Data > Total Bid Value)**, taking account of all liabilities including statutory liabilities in their quoted price (excluding PF and GST).

A. Filling of **"Total Bid Value"** with overall quoted price where Detailed Price Information is "No Price":
Under "RFx Information"> "Basic Data"> "Total Bid Value"

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

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

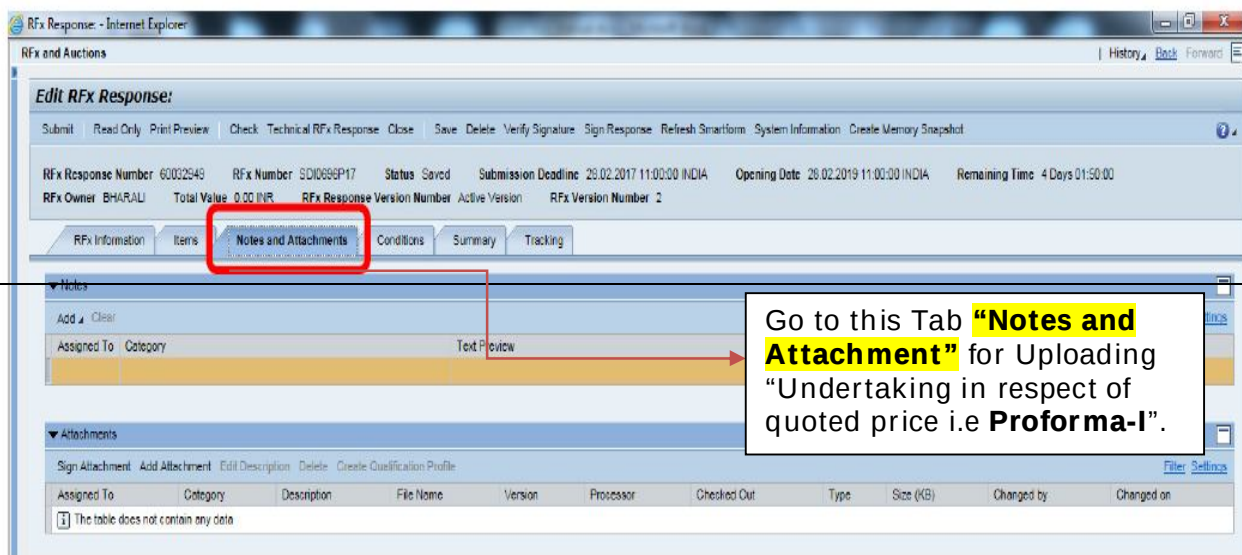
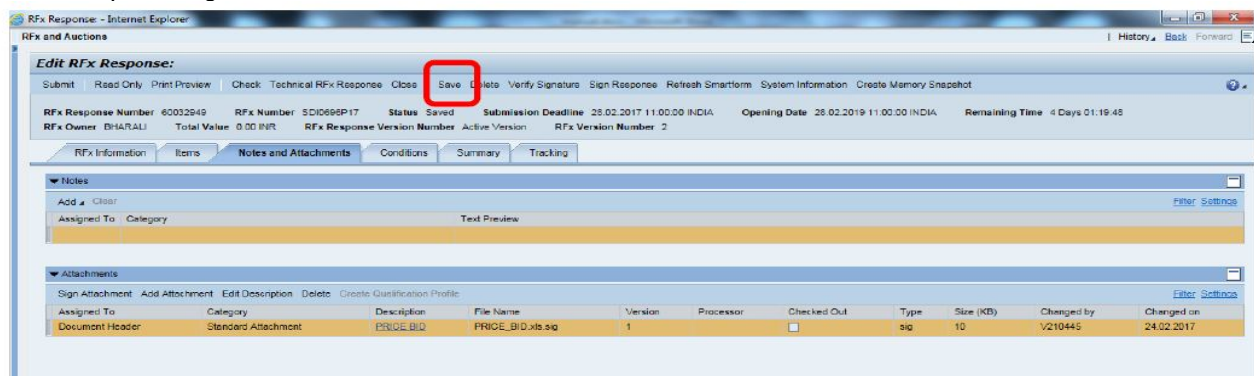
Note:

* The “Technical Bid” shall contain all techno-commercial details **except the prices**.

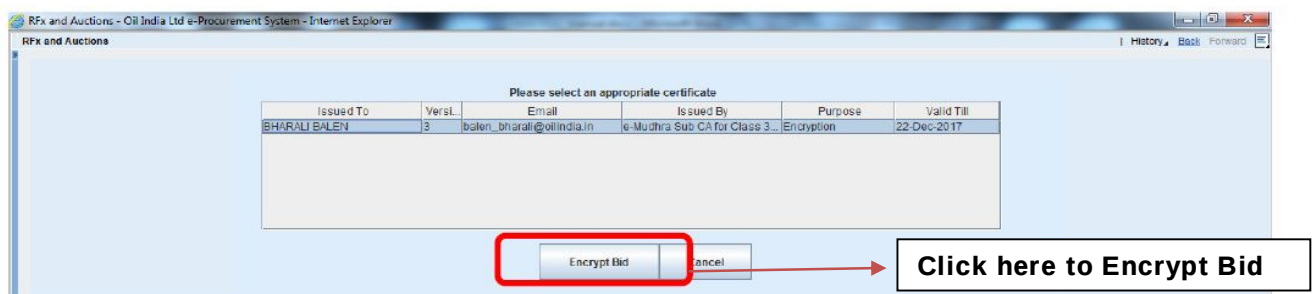
** The “Priced bid” must contain the price schedule as available in the tender. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

B. Uploading of Technical Bid: Technical files to be added under RFX Information >“Technical Attachments”

C. Uploading of UNDERTAKING IN RESPECT OF QUOTED PRICE::

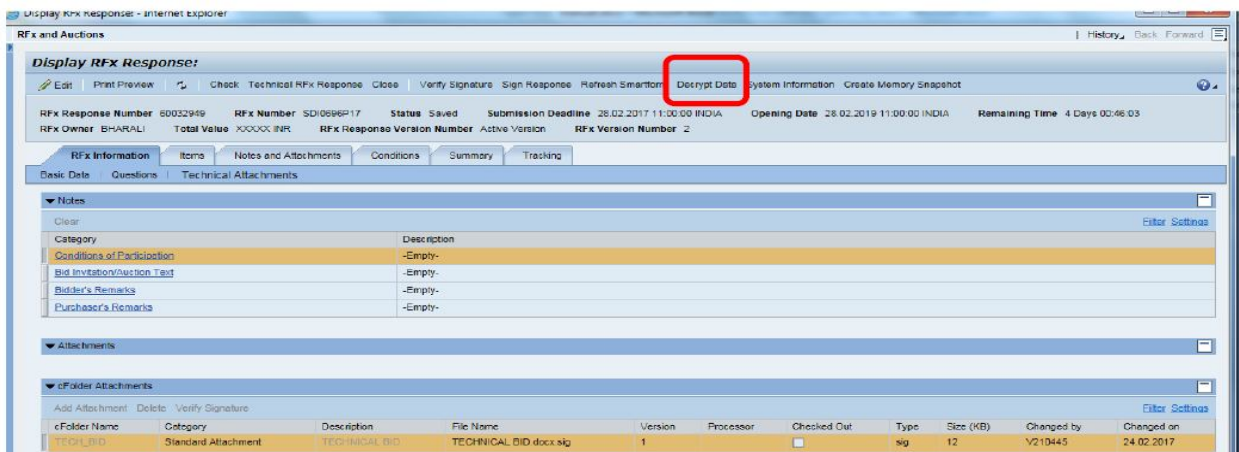
**D. After Uploading of Proforma-I Click 'Save'**

Once Saved ,the Data will be Encrypted & the Encryption Certificate will be in use.

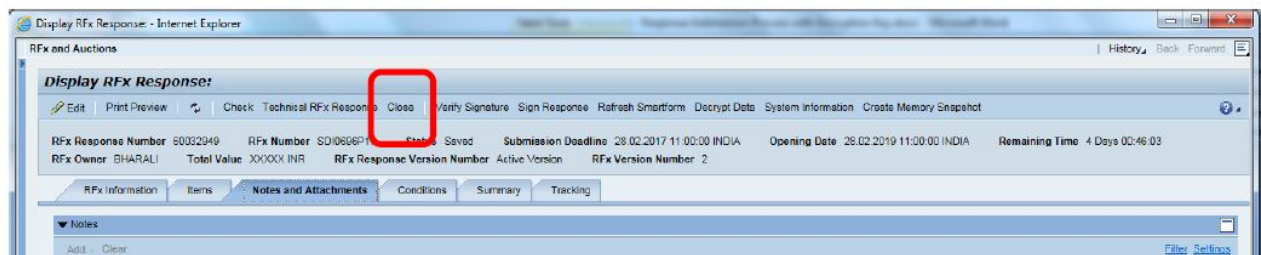
E. Click to select the desired Encryption certificate & Encrypt Bid:

The Encrypted Data will be displayed only when click 'Decrypt data'

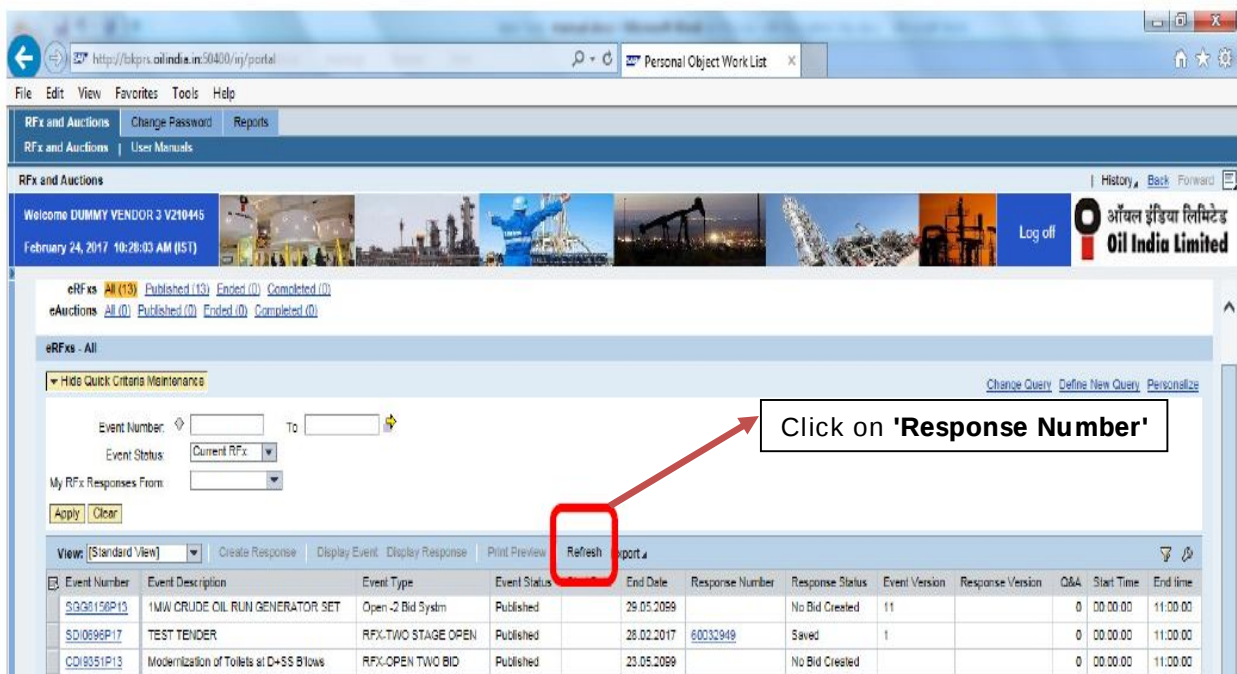
F. The Encrypted Data will be displayed only when click '**Decrypt data**'



G. Click on '**Close**'



H. Click on '**Refresh**'. Then Click on '**Response No.**'

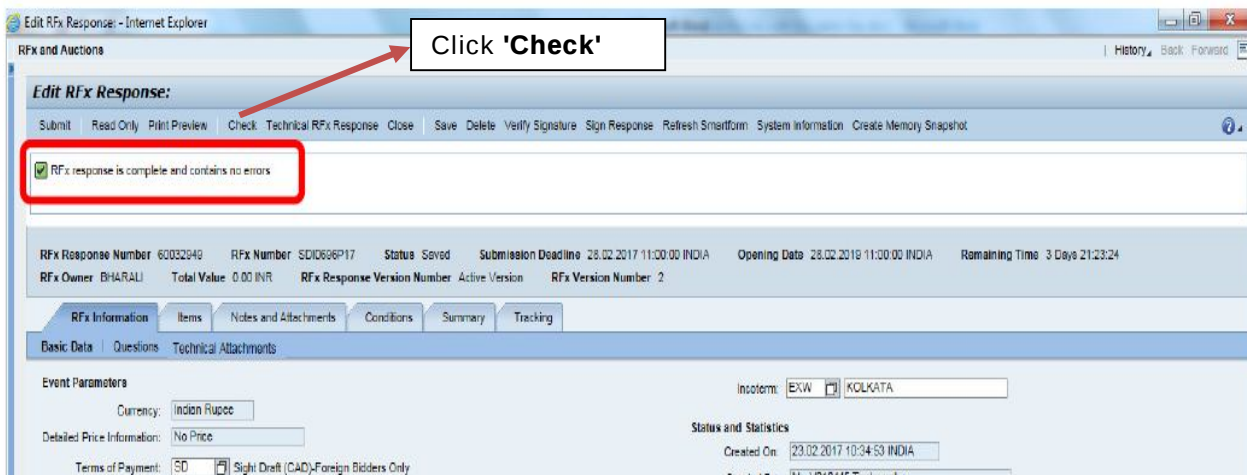


Now Uploading part is complete. Bidders are requested to go to the Initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

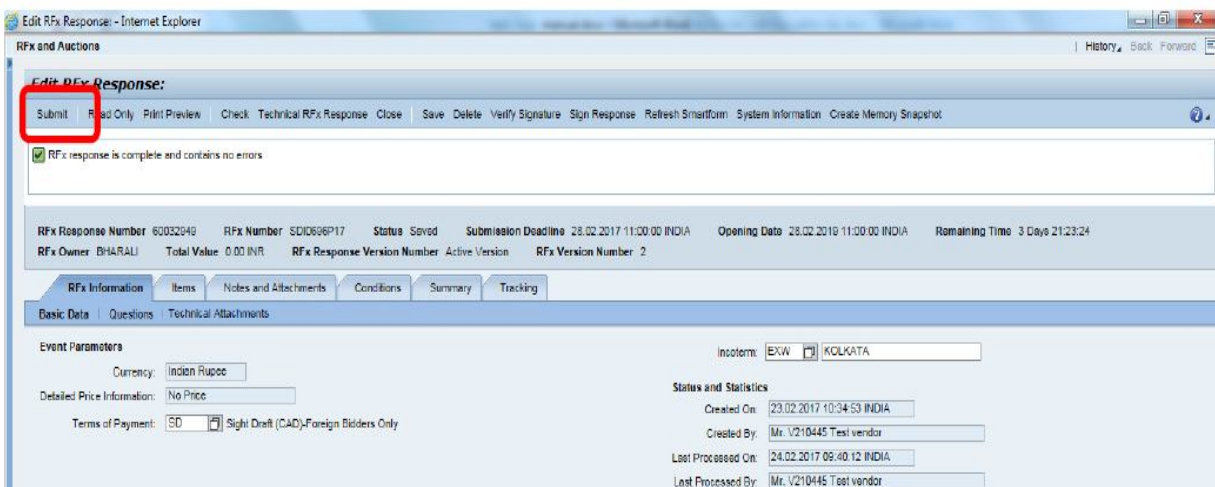
- I. On 'Edit' mode Click to select the same Encryption certificate used for De-cryption else data will not Decrypt.



- J. After Entering User pin , Click '**Check**'. Bidder may submit the response in case there is no error.



- K. Click on '**Submit**' button

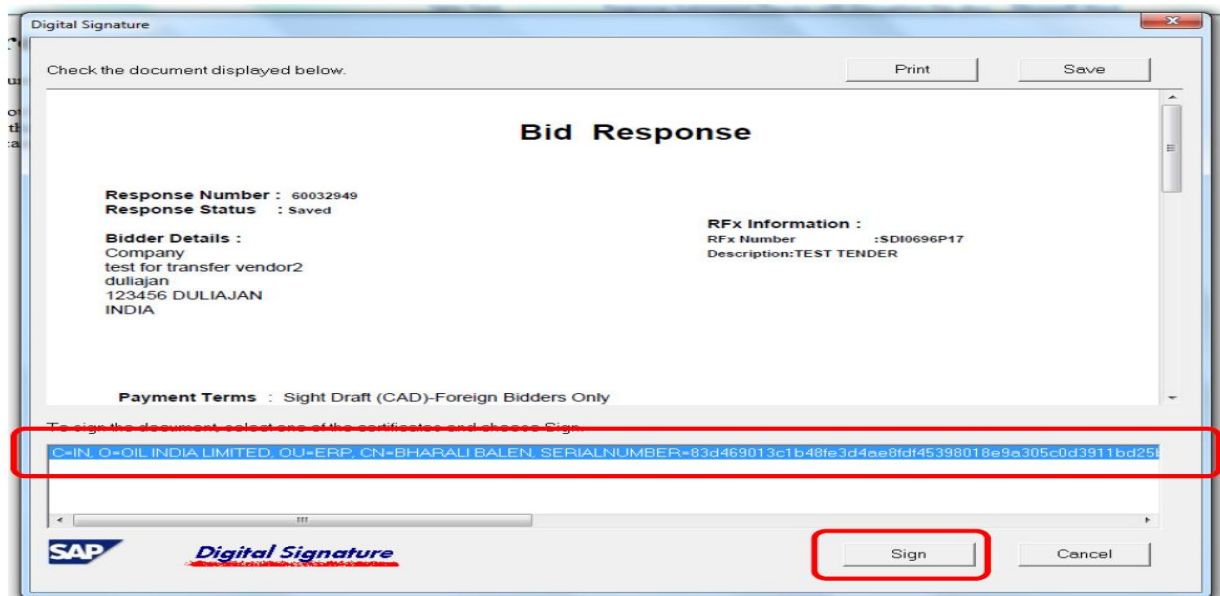


Before submit, Please do check all the documents uploaded and on-line data maintained are correct.

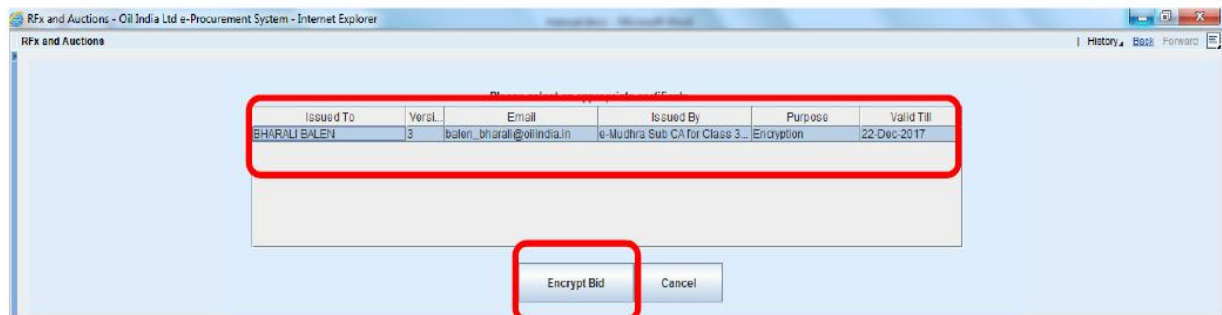
E-TENDER NO.: **CDC3430P20**

COVERING LETTER

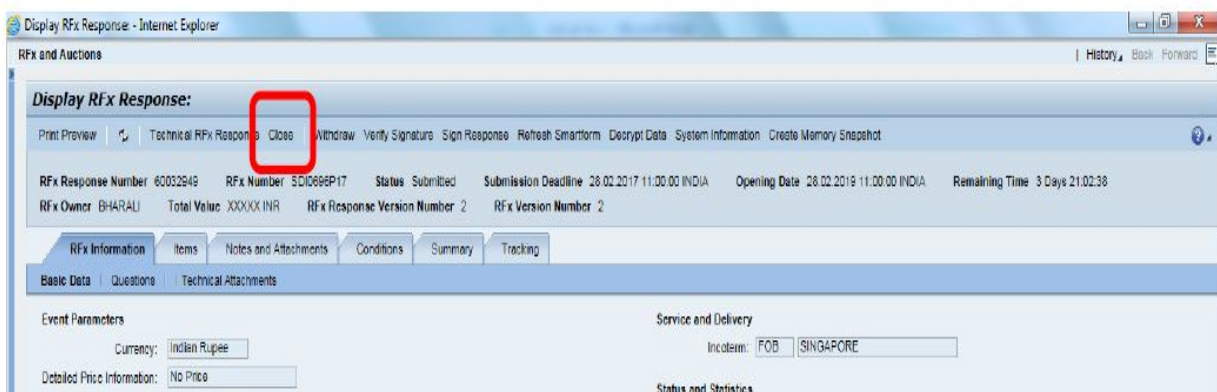
L. After Clicking '**Submit**' below pop up will open. Select Digital Signature & **Sign**.



M. After Signing the response has to be encrypted again. Select the encryption certificate and **Encrypt Bid**.



N. Click '**Close**'



E-TENDER NO.: **CDC3430P20**

COVERING LETTER

3. Click on **'Refresh'**. The status of Response must be **'Submitted'**

The screenshot shows the Oil India Limited e-tender portal. At the top, there's a navigation bar with 'RFX and Auctions', 'Change Password', and 'Reports'. Below this, a banner for 'Welcome DUMMY VENDOR 3 Y210445' is displayed. The main content area is titled 'eRFXs - All' and includes a search filter section with 'Event Number', 'Event Status' (set to 'Current RFX'), and 'My RFX Responses From'. A red arrow points to the 'Refresh' button in the table's toolbar. The table lists several tender events, with the second row showing a 'Submitted' status.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version	Q&A	Start Time	End time
SQ08156P13	1MW CRUDE OIL RUN GENERATOR SET	Open -2 Bid System	Published		29.05.2099		No Bid Created	11		0	00:00:00	11:00:00
SQ0896P17	TEST TENDER	RFX-TWO STAGE OPEN	Published		28.02.2017	60032949	Submitted	1	2	0	00:00:00	11:00:00
CD09351P13	Modernization of Toilets at D+SS Blows	RFX-OPEN TWO BID	Published		23.05.2099		No Bid Created			0	00:00:00	11:00:00
CD09350P13	Modernization of Toilet TD + Blows	RFX-OPEN TWO BID	Published		23.05.2099		No Bid Created			0	00:00:00	11:00:00
CD09677P17	Constn of drilling I OCMRO at Jaisal area	Open -2 Bid System	Published		25.06.2099		No Bid Created			0	00:00:00	11:00:00

This is the end of **Response submission with Encryption key** process.

30.0 OIL now looks forward for your active participation in the tender.

GM-CONTRACTS-(HoD)
For RESIDENT CHIEF EXECUTIVE

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

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

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

2.1.1

- a. One successfully completed similar work of minimum value of ₹ **1,93,88,000.00** under tender with CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking during the last seven (07) years **reckoned from the original bid closing date**.
- b. For proof of requisite experience of **SIMILAR work**, Job Completion Certificate clearly mentioning Gross value of job done, Nature of works, Contracts period/ Contract Start and Completion date issued by CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking must be submitted along with the bid.
- c. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

2.1.2

- a) Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least ₹ **1,16,33,000.00**.
- b) **Net worth** of bidder must be positive for preceding financial/ accounting year.
- c) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/ accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking , certifying that "the balance sheet / Financial Statements" for the financial year (as the case may be) has actually not been audited so far.

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

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

OR

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

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

2.1.3 Bids must be valid for minimum **90 (Ninety) 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 **90 (Ninety) 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 1:30 p.m. on the bid closing date.

Bid Security (EMD):- Only payments through online payment gateway or Bank Guarantee /LC (to be submitted in original) will be 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 120 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.

No earnest money deposit / bid security will be necessary for procurement from Central Government department and Public Sector Undertaking and Micro and Small Enterprises.

For EMD exemption, bidding Micro and Small Enterprises 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 GM-Contracts, Duliajan on or before 1:30 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.

3.0 Notes to Clause no. 2.1.1 above:

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

Definition of similar work: Construction of Drilling Locations/Road Works.

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

4.0 While submitting responses against the tender in e-tender portal, bidders must fill up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value), taking account of all liabilities including statutory liabilities in their quoted price (excluding PF and GST). The price quoted under the "Total Bid Value" should be within the range of "At Par" to "+10%" of Company's Internal Estimate. Bids with overall quoted price as indicated in the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) below "at par" and above "10%" of Company's Internal Estimate will be rejected straightway.

Company shall evaluate the inter-se-ranking of the bidders and conduct Draw of Lots amongst the eligible bidders in case of identical bidding, strictly as per the overall quoted price under the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) and awarding of contract shall be done accordingly.

It is the responsibility of the bidder to fill up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) correctly as per the instructions given herein. OIL INDIA LTD accepts no liability of any nature resulting from any calculation error or omissions while filling up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) by the bidders and no claim whatsoever shall be entertained thereof.

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

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

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

(B). BID REJECTION CRITERIA (BRC):

1. The bids are to be submitted in single stage under composite bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. The overall price should be quoted under the "Total Bid Value" tab in the e-tender portal taking into account all liabilities including statutory liabilities in their quoted price (excluding PF and GST). The bidder must also upload the PROFORMA-I digitally signed without any input/ alteration from their end in the PROFORMA-I under the "Notes and Attachments" tab.

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 their total price under the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) tab within the permissible limit ('at par' to above 10% of Company's Internal Estimate); otherwise the bid will be rejected straightway. If a bidder wants to quote at 'at par' with the Company's Internal Estimate, he must declare the "Total Bid Value" equal to the tender value mentioned in the Covering Letter. If a bidder wants to quote above the Internal Estimate by certain percentage, he must declare the "Total Bid Value" equal to the sum of Internal Estimate and the desired percentage of Internal Estimate. If any bidder has quoted the total price above "at par" with Company's Internal Estimate within the permissible range, the percentage quoted above the internal estimate will be calculated and will be loaded accordingly in the rates of each and every items as specified in the Price**
6. **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.**
7. 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 BEC/BRC contradicts with other clauses of Bidding document elsewhere, the clauses in the BEC/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.
- vii. If any of the clauses in the BEC/BRC contradicts with any of the clauses/disclaimer/guideline/user manual/report or any other field displayed in the e-tender portal, the clauses in the BEC/BRC shall prevail.

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

DESCRIPTION OF WORK/SERVICES: Upgradation of existing bituminous DBY-NHK road from junction point of Jorajan OCS approach to upto 8.00 KM post Digboi with WBM repairing, 50mm BM, 40mm SDBC (L= 6900 mtr). Supply of all materials and machineries by the contractor.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at location _____.

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 Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities and items stipulated in Part-II (SOQ). In case of positive variation in quantities of any items from the quantity mentioned in the tender / contract, the contractor will have to carry out the positive varied quantity at the contract rate, or the internally estimated rate, whichever is lower.

However, during the actual execution of the contract, if the contract is to be utilised in a different zone due to Company's operational requirement, where the rates of the contractual items in the OIL's Schedule of Rates (SOR) are different from the contractual rates, then the rates of OIL's SOR, prevailing in the working zone (the zone where the contract is actually utilised) at the time of floating the tender, will be applicable for the contractual items (for the contractual quantities as well as for the additional quantities, if required to be executed).

If any additional items (items not covered in the tender / contract) are required to be executed during actual execution of works, the payment of such items shall be made as per the rates of OIL Schedule of Rates (SOR) prevailing in the working zone (the zone where the contract is utilized) at the time of issuance of advice by Company to execute such additional items.

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 **36 weeks** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed.

In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half 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 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 PF & GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except PF & GST. However, any subsequent increase in such statutory taxes after bid

opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.

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

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

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

20. SPECIAL CONDITIONS:

a) The amount of retention money shall be released after 6(six) months from the actual date completion of the work.

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

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

d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost.

e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.

f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.

g) The Contractor shall have to work during rainy seasons also.

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's 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 2 (two) locations simultaneously.
- p) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.
- q) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- r) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- s) The Contractor shall have to provide temporary latrine facilities in the entire work site for use of their workmen during progress of work.
- t) The contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in charge.
- u) The program of works to be submitted in the form of Bar Chart within 3 days of receipt of work order.
- v) The Contract cost is excluding P.F. & GST. Wage component of the Contract cost is **21.41 %**.

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 UNDER GCC

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 actuals 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 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 actuals 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 thereunder, 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. ARBITRATION:

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

Place of Arbitration: Duliajan, Dibrugarh, Assam.

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.

(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

SL.No	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	GROUP A- SECTION A				
1	Levelling and dressing road sides and verges including dressing the area and cutting earth upto 150mm depth and filling depression and breaking large earth lumps as directed.	M2	16560	15.26	252705.6
2	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and compacting, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	2007	396.22	795213.5
3	Scarifying existing bituminous surface to a depth of 50 mm by Mechanical means (Scarifying the existing bituminous road surface to a depth of 50 mm and disposal of scarified material with in all lifts and lead upto 1000 metres.)	M2	17250	5.99	103327.5
4	Making 50 mm x 50 mm furrows, 25mm/ 50mm deep, 450 to the center line of the road and at one metre interval in the existing thin bituminous wearing coarse including sweeping and disposal of excavated material within 1000 metres lead. 25mm deep furrow cutting	M2	17250	5.12	88320
5	REPAIRING OF DAMAGED ROAD SURFACE BY 75MM THICK WBM with 63mm to 45mm hand broken road metal, consolidated by road roller / manually to correct grade / course including excavation or raking out damaged portions as per direction (Ref. to MoRTH Spec.404)(Road roller supplied by Contractor).	M2	13800	88.86	1226268
6	Providing and applying tack coat with bitumen emulsion/bitumen using emulsion pressure distributor at the rate of 0.20 kg per sqm on the prepared bituminous/granular surface cleaned with mechanical broom including supply of bitumen emulsion/bitumen by Contractor of approved quality. (For TENDER ITEM).	M2	69000	12.26	845940

7	Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge. 40/50 mm compacted thickness with bitumen of grade VG-30 @ 5.5% (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	M2	34500	377.11	13010295
8	Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge.,50 to 100 mm average compacted thickness with bitumen of grade VG-30 @5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120TPH capacity.....	M2	34500	484.33	16709385
9	Retro- reflectorised Traffic signs (Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC 67made of encapsulated lens type reflective sheeting vide clause 801.3,fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 cm x45 cm x 60 cm, 60 cm below ground level as per approved drawing)(Supply of all materials except cement) Quarry materials to be paid seperately).60 cm equilateral triangle	EA	10	1536	15360
10	Retro- reflectorised Traffic signs (Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC 67made of encapsulated lens type reflective sheeting vide clause 801.3,fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 cm x45 cm x 60 cm, 60 cm below ground level as per approved drawing)(Supply of all materials except cement) Quarry materials to be paid seperately).80 mm x 60 mm rectangular	EA	10	1648	16480

11	Reinforced cement concrete M15 grade kilometre stone of standard design as per IRC-1980, fixing in position including painting and printing etc. kilometre. Ordinary Kilometer stone (Precast)	EA	7	1182	8274
12	Supplying and installation of delineators (road way indicators, hazard markers, object markers), 80-100 cm high above ground level, painted black and white in 15 cm wide stripes, fitted with 80 x 100 mm rectangular or 75 mm dia circular reflectorised panels at the top, buried or pressed into the ground and conforming to IRC-79 and the drawings.)	EA	1400	368	515200
13	Road Marking with Hot Applied Thermoplastic Compound with Reflectorising Glass Beads on Bituminous Surface (Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC-35. The finished surface to be level, uniform and free from streaks and holes. Paint supplied by contractor of approved quality.	M2	1725	283.45	488951.3
14	Preliminary and detail survey. (Part-B) 1 Prepare drawing docket in five copies. (plotting and tracing of Plan, L- Section and X-Section)	KM	7.2	5720	41184
15	Part-C (For B.M., S.D.B.C works only) 1 Taking & Recording level after and before construction of Bituminous surface as per MOSRTH (One time only)	KM	7.5	2321	17407.5
16	Supplying & Laying Reinforced cement concrete pipe NP3 900 mm dia prestressed concrete pipe for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 12 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets.	M	50	7335	366750
17	Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00m.	M3	310.5	280.85	87203.93
18	Providing & erecting bamboo palisade to prevent erosion/damage of road embankment or bridge/culvert abutments, effluent pit bundh etc using matured jati bamboo piles driven 1.5m deep underground and projecting 2m above ground at interval of 200mm to 250mm in a line and tying the exposed length of bamboo piles to two half bamboo horizontal (one inside and one outside) spaced 300mm apart with thick gauge tying wire and fitting inside drum sheet lining and tying the same to frame work as directed including cutting & straightening empty drums. All material and tools to be supplied by the contractor except empty drum., but without cutting, straightening placing and tying /fitting drum sheets.	OME	200	464.41	92882

	GROUP A- SECTION B				
1	Supply of Gravel (65mm graded down to 25mm), hard, clean and free from foreign materials	M3	310.5	1599.95	496784.5
2	Supply of Sand Shingle(containing 60 to 80% sand & 40 to 20%shingle of size 20mm graded down to 5mm), clean and free from clay and rubbish etc.	M3	345	1239.17	427513.7
3	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disingrated pieces, organic and other foreign matters(63mm to 45mm graded)	M3	1380	2297.37	3170371

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

Note:

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

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

PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

DESCRIPTION OF WORK/SERVICES: Upgradation of existing bituminous DBY-NHK road from junction point of Jorajan OCS approach to upto 8.00 KM post Digboi with WBM repairing, 50mm BM, 40mm SDBC (L= 6900 mtr). Supply of all materials and machineries by the contractor.

1.0 GENERAL SPECIFICATION:

a) All dirt, dust, rubbish, tree leaves etc must be removed from the road surface before any portion of the road surface can be scarified.

b) After the above operation, the road surface shall be scarified by a heavy Road Roller to a sufficient depth to loosen the top surface layer of gravel. The road surface shall then be graded to the correct camber by using proper templates. Hard & clean river gravel passing a 65mm aperture square mesh screen and retained on a 25mm square mesh screen shall then be added, whenever necessary as per the directions of the Engineer to make up any deficiency & lightly rolled to the required camber. Granular materials in the case of granular base to be used.

c) The road shall then be heavily rolled with an 8 to 10 Ton roller to the correct camber by issuing a little fine gravel here & there whenever necessary as instructed by Engineer while a thin layer of dry earth is laid upon & watered in to the new surface. The surface is then to be wet rolled with plenty of water being spread over the surface, always taking care to see that the roller are to be kept clean so that the rolled gravel / granular materials is not peeled off by the roller.

d) Finally sand-shingle/stone dust shall be evenly spread upon the surface of the road to an average thickness of 25mm to 40mm & rolling continued until a hard surface is obtained. After a few days the road surface shall be lightly sprayed with water and the whole road surface shall be re-rolled before the road surface becomes absolutely hard & completely fit for vehicular traffic.

2.0 SPECIFICATION 'B' -Construction of WBM wearing course, PREPARATION OF BASE

The sub-grade/sub-base to receive the WBM course shall be prepared to the specified grade & camber & made free of dust and other extraneous material. Any ruts or soft yielding places shall be corrected in an approved manner and rolled until firm. Where WBM is to be laid over & existing bituminous surface, 50mm x 50mm furrows shall be cut at an angle of 45 degrees to the centre line of the road at 1 metre intervals before laying the coarse aggregate.

a) CAMBER:- The recommended camber or cross slope of bituminous surface is 1 in 48 to 1 in 60.

b) MATERIALS:-

(i) Coarse Aggregate:- Coarse aggregates shall be either crushed boulder or broken stone and should be hard and durable and free from excess of flat, elongated, soft and integrated particles and dirt.

(ii) Screening Materials:- Screening materials to be used to fill up voids in the coarse aggregate.

(iii) Binding Materials:- Binding materials to be used for WBM construction shall comprise of a suitable material such as stone dust or loamy earth approved by the Engineer-in-charge having plasticity index value of less than 6. Application of binding material may not be necessary when the screenings used are of crushable type such as moorum or gravel.

c) CONSTRUCTION OPERATION OF WBM:

(i) Spreading and rolling of coarse aggregate:- After preparation of sub-grade/ sub-base in a proper camber the coarse aggregate shall be spread uniformly over the prepared surface in compacted layer not more than 100mm at a time. In case of thickness more than 100mm, the same shall be compacted in two layers.

Immediately following the spreading of the coarse aggregate, rolling shall be started with three-wheeled power roller of 6 to 10 tonne capacity as per direction of the Engineer. On super-elevated portion where the rolling shall proceed from inner edge to the outer. Rolling shall be from the edges gradually progressing towards the centre. First the edge/edges shall be compacted with roller running forward and backward. The roller shall move inwards parallel to the centre line of the road, in successive passes uniformly lapping proceeding tracks by at least one half widths.

Rolling shall be discontinued when the aggregates are partially compacted with sufficient void in them to permit application of screenings. During rolling slight sprinkling of water may be done, if necessary. Rolling shall not be done when the sub-grade is soft or yielding or when it cause a wave like motion in the sub-grade or sub-base course.

The rolled surface shall be checked transversely and longitudinally with templates and any irregularities by loosening the surface, adding or removing necessary amounts of aggregate and re-rolling until the entire surface conforms to desired camber and grade. In no case shall the use of screening be permitted to make up depressions.

(ii) Application of screenings:-After the coarse aggregate has been rolled screening materials shall be used to completely fill the interstices. These shall not be damp or wet at the time of application. Dry rolling shall be done while the screenings are being spread so that vibration of the roller causes them to settle in to the voids of the coarse aggregate. The screening shall be spread uniformly in successive thin layers either by the spreading motion of hand sheevel or by mechanical spreaders. The screening shall be applied at a slow and uniform rate (in three or more application) so as to ensure filling of all voids. This shall be accompanied by dry rolling and brooming with mechanical brooms, hand brooms or both. In no case shall the screenings be applied as fast and thick as to form cakes or ridges on the surface in such a manner as would prevent filling of voids or prevent the direct bearing of the roller on the coarse aggregate. These operations shall continue until no more screenings can be forced into the voids of the coarse aggregate. The screening, rolling and brooming of the screenings shall be carried out in only such lengths of the road which could be completed within one day's operation.

(iii) Sprinkling & grouting:-After the screenings have been applied, the surface shall be copiously sprinkled with water, swept and rolled. Hand brooms shall be used to sweep the wet screening into voids and to distribute them evenly. The sprinkling, sweeping and rolling operations shall be continued, with additional screenings applied as necessary, until the coarse aggregate has been thoroughly keyed, well bonded and firmly set in its full depth and a grout has been formed of screenings.

(iv) Application of Binding Materials:- After the application of screenings the binding materials shall be applied successively in two or more thin layers at a slow and uniform rate. After each application, the surface shall be copiously sprinkled with water, the resulting slurry swept in with hand brooms, or mechanical brooms to fill the voids properly and rolled during which water shall be applied to the wheels of the roller if necessary to wash down the binding material sticking to them. These operations shall continue until the resulting slurry after filling of voids, forms a ware ahead of the wheels of the moving roller.

(iv) Setting & drying:- After the final compaction of WBM course, the shall be allowed to dry over night. Next day hungry spots shall be filled with screenings or binding materials as directed, lightly sprinkled with water if necessary and roller.

3.0 CONSTRUCTION OF 40 MM THICK SEMI DENSE BITUMINOUS CONCRETE :

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

4.0: Cost of all the materials supplied by contractor are including cost of testing of materials at site and laboratory as directed by Engineer In charge.

5.0 SPECIAL NOTE AND INSTRUCTIONS :

5.1 SITE CLEARANCE: Felling of trees, uprooting tree stumps as and when required, jungle cutting, dressing & levelling up to the required depth before starting of the job and removal of all debris from the site after completion.

5.2 MEASUREMENT & PAYMENT : Payment for all works done shall be made on the basis of actual work done at site and as per the schedule of rates. For all extra work done on the advise of the Company's

Engineer and which is not included in the schedule of rates, deviation order for the same shall be made on the rates as decided by the Company's Engineer.

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

5.4 Silt Filling/ Land Development: Silt filling shall be done in layers not exceeding 150mm thick, consolidating each layer by ramming and rolling by road roller in required gradient (1:100) as directed by the Engineer In Charge. The measurement for siltfilling work shall be taken as per contour i.e. initial level of the ground shall be taken before carrying out the siltfilling work and final level shall be taken after completion of siltfilling work with full consolidation. The difference of the level shall be taken as depth of filling for calculating total volume of earth work.

5.5 Granular Sub-base: Specification should be followed as per OIL Schedule of Rates.

5.6 Gravelling: Specification should be followed as per OIL Schedule of Rates.

5.7 W.B.M. :- Specification should be followed as per OIL Schedule of Rates.

6.0 SPECIAL CONDITION:-

- (i) All safety precautions should be taken by the Contractor during execution of the work.
- (ii) The Contractor shall use pump if needed for dewatering of while excavation for which no extra payment will be made.
- (iii) The Contractor shall have to work on rainy seasons also.
- (iv) Watch and ward, loss or damage to Company's property theft and other incidental charges shall be Contractors responsibility.
- (v) Efficient workmen to be engaged by the Contractor.
- (vi) The Contractor's representative should report to Engineer-incharge on all working day's at 7.00AM and 9.00AM for instruction.
- (vii) 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.
- (viii) The Company reserves the right to get the part or whole work completed at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.
- (ix) The Contractor shall obtain labour clearance within 14 days of signing the contract.
- (x) Water that may accumulate on the site during progress of the works or in trenches and excavation 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.
- (xi) The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines act.(Latest edition) while executing the work.
- (xii) No road closure will be allowed during execution of work and necessary traffic signal/ road boards to be displayed at proper at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfilment of this condition.
- (xiii) The Contractor will be required to work expeditiously at the site and must see the site before tendering.

(xiv) All essential personal protective equipment (Hand gloves, Boot etc) are to be provided to the labours at the time of execution of work by the contractor at his own cost

(xv) All necessary road safety sign. boards are to be provided by the contractor at site of work at his own cost.

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

(xvii) Tests :

Various Tests (Materials) to be carried out -

1. Coarse Aggregate 12.5mm, 10mm, 4.75mm nominal sizes - Impact value, % of soft deleterious material, flakiness index test, abrasion test confirming to BIS 383, BIS 2386.

2. Bitumen(VG 30) - Penetration test, ductility test, softening point test, specific gravity test, viscosity test, flash and fire point test, float test, water content test, loss on heating test confirming to relevant BIS code.

3. Coarse aggregate 63mm - 45mm (WBM Gr II) - (i) Sieve analysis as per T-400.7 of MoRTH specification (ii) Impact value, % of soft or deleterious materials, flakiness index test, abrasion test confirming to BIS 2386.

Any other test required will be informed by Engineer in Charge .

7.0 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.

8.0 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

9.0 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.

LIST OF MATERIALS & EQUIPMENTS TO BE SUPPLIED BY CONTRACTOR:

• Dumper/Truck	= 2(two) numbers
• Excavator	= 1(one) number
• Paver finisher	= 1(One) number
• Road roller(8 to 10 ton capacity)	= 1 (One) number
• Vibratory road roller	= 1(one) number
• Tandem roller	= 1(one) number

10.0 A Hindrance Register shall be maintained in the enclosed Format 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.

11.0 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.

12.0 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:

1. Supply of all materials and Machineries shall be done by the Contractor

To,
GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Upgradation of existing bituminous DBY-NHK road from junction point of Jorajan OCS approach to upto 8.00 KM post digboi with WBM repairing, 50mm BM, 40mm SDBC (L= 6900 mtr). Supply of all materials and machineries by the contractor.

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 _____
CONTRACTOR

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Upgradation of existing bituminous DBY-NHK road from junction point of Jorajan OCS approach to upto 8.00 KM post Digboi with WBM repairing, 50mm BM, 40mm SDBC (L= 6900 mtr). Supply Of All Materials And Machineries By The Contractor.** 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:

UNDERTAKING BY BIDDER IN RESPECT OF QUOTED PRICE AGAINST TENDER

Description of Work: Upgradation of existing bituminous DBY-NHK road from junction point of Jorajan OCS approach to upto 8.00 KM post Digboi with WBM repairing, 50mm BM, 40mm SDBC (L= 6900 mtr). Supply of all materials and machineries by the contractor.

I/We do hereby solemnly affirm and declare as under:

- a) That I/we have gone through all the tender documents (i) Covering Letter (ii) BEC/BRC (iii) GCC (iv) SOQ (v) SCC (vi) SCPME (vii) SM (viii) IP and agree with all the terms and conditions provided there in.
- b) That I/we hereby offer to execute the work described above at the price quoted in the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) inclusive of all liabilities including statutory liabilities except PF & GST in accordance with the Contract Terms & Conditions, which I/ we have fully understood.

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

(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. CDC

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

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

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

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

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

Yours faithfully,

1. Authorized Signatory _____
(BIDDER)

Place:-

Date:-

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership No. :

Registration Code. :

Signature

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

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

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

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

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Contd.... P/2

Page No. 2

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

The above message/intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Contd.... P/2

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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 Tender Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, 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.

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		

Annexure- VI

**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. _____ Dated _____

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)