



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

**CONTRACTS DEPARTMENT**  
P.O: DULIAJAN, DIST: DIBRUGARH  
ASSAM (INDIA), PIN-786602  
Tel: +91-374-280 0548  
Fax: +91-374-280 3549  
Email: contracts@oilindia.in  
Website: www.oil-india.com

## **FORWARDING LETTER**

M/s \_\_\_\_\_

**Sub:** Tender No. **CDI7117P18** for construction of new foundation & repairing of approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2, in Phulmawi, Aizawl (Mizoram) in NELP VI BLOCK (MZ-ONN-2004/1)

Dear Sirs,

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

2.0 In connection with its exploration activities in Mizoram NELP-VI Block (MZ-ONN-2004/1), OIL invites ON-LINE BIDS from experienced and established firms / contractors meeting the requisite criteria for the following mentioned work under **SINGLE STAGE TWO BID System** through its e-Procurement site for **construction of new foundation & repairing of approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2, in Phulmawi, Aizawl (Mizoram) in NELP VI BLOCK (MZ-ONN-2004/1) and also to include parties for awarding Rate Contract for miscellaneous civil jobs in Mizoram for carrying out various minor/miscellaneous/ancillary civil Engineering jobs for construction, repairing & maintenance of approach road, Well site etc. upto a period of maximum one (1) year.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:-

(i)	IFB No. /E-Tender No.	:	<b>CDI7117P18</b>
(ii)	Type of Bidding	:	Online-Single Stage-Two Bid System
(iii)	Tender Fee	:	<b>Rs. 1000.00</b> (Inclusive of GST)
(iv)	Period of Sale	:	One week prior to Bid Closing Date (As mentioned in Online E-tender portal)
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal

(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India
(x)	Bid Validity	:	<b>90 days</b> from date of Bid Closing/Opening
(xi)	Mobilization Time	:	Within 15 Days from Notice period
(xii)	Bid Security Amount	:	<b>Rs.1,50,000.00/-</b>
(xiii)	Bid Security Validity	:	<b>120 Days</b> from the date of Bid Closing/Opening date
(xiv)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of Contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	16(Sixteen) Weeks
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization and /OR Completion of Works and Services	:	Refer clause No. 29.0 of General Conditions of Contract.
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.

**3.0 INTEGRITY PACT:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

#### 4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and 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 as "Personal" are not acceptable.**

4.2 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.

4.3 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.

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

4.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903/7171.

#### 4.6 **TENDER FEE:**

4.6.1 **MODE OF PAYMENT:** **Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal.** Generally, no other mode of payment shall be accepted.

4.6.2 **EXEMPTION OF TENDER FEE:** If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL's tenders] with any of the aforesaid agencies.

4.6.3 The Central Govt. Departments and Central Public Sector Undertakings will

also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

**5.0 IMPORTANT NOTES:** Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **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 the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the **CGM-Contracts** in presence of the authorized representatives of the bidders.

vi) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and to upload in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 2.3 of Commercial Evaluation Criteria.**

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA  
RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category	Description
Conditions of Participation	
Bid Invitation/Auction Text	
Bidder's Remarks	
Purchaser's Remarks	

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Chk
The table does not contain any data						

Go to this Tab **"Notes and Attachments"** for Uploading "Priced Bid" files.

Go to this Tab **"Technical Attachment"** for Uploading "Technical Bid".

**On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above:**

**Note:**

- \* The "Technical Bid" shall contain all techno-commercial details **except the prices.**
- \*\* The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, 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.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**(BHAGYA SONOWAL)**  
**SR. MANAGER CONTRACTS (G)**  
**FOR CGM-CONTRACTS**  
**For RESIDENT CHIEF EXECUTIVE**

**PART - 1**  
**INSTRUCTIONS TO BIDDERS**

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

**BID DOCUMENTS**

- 2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Document. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2** Unsolicited bids will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2** The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

**PREPARATION OF BIDS**

- 5.0 LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.
- 5.1 BIDDER'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address.

## 6.0 DOCUMENTS COMPRISING THE BID:

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

### (A) TECHNICAL BID (UN-PRICED BID)

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Bid Rejection Criteria/Bid Evaluation Criteria
- (iii) Original Bid Security should be sent as per **Clause No. 7.0** below.
- (iv) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A, attached with the bid document to be digitally signed by the bidder.

### (B) PRICED BID

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C

## 7.0 BID SECURITY DEPOSIT:

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

(Original hard copy of (a) should reach the office of CGM-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 @ 10% of the total contract price and this will not earn any interest. Immediately after deposit of Performance security, successful bidder shall have to sign the formal contract Agreement.

7.1 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.**

7.2 **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. 16 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 must 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 by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch Address – AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District - Dibrugarh, PIN 786602.

**Exemption from submission of bid security:**

- a. Central Govt. Department & Public Sector Undertaking Companies are exempted from submission of bid security.

7.2 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.

7.3 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.

7.4 **Mode of Submission of Bid Security:**

The bids accompanied by Bid Security for the amount as mentioned in the NIT shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT or an irrevocable Letter of Credit (L/C) from any of the following Banks:–

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or

b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has



its branch in India registered with Reserve Bank of India, or

c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

**d) Bank Guarantee issued by a scheduled Bank in India at the request of some other Non-Schedule Bank of India shall not be acceptable.**

Bid security shall also be acceptable through online payment modes.

- 8.0 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.
- 9.0 Bidder should note that no pricing information is furnished in the “c-Folder” (Technical Bid) otherwise the bid will be rejected.
- 10.0 All other techno-commercial documents other than price details to be submitted with un-priced bid as per tender requirement placed in the **“Technical Attachments”** tab only.
- 11.0 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.
- 12.0 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.
- 13.0 Bidder is responsible for ensuring the validity of Digital Signature Certificate (DSC) and its proper usage by their employee.
- 14.0 The bid including all uploaded documents shall be **digitally signed** by duly authorized representative of the bidding company.
- 15.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 16.0 (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 6<sup>th</sup> 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.

17.0

- 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.

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

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

20.0 Before submission of bids, the bidder is advised to inspect the work site with permission from **CGM -Civil** or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. He may also seek such clarification from this office as are deemed necessary.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

- 25.0 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.
- 26.0 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.
- 27.0 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.
- 28.0 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 of GST Registration Certificate.
- 29.0 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.
- 30.0 Before Bidding :
- a) Bidder(s) are advised to inspect the work site with permission from CGM-Civil or his representative, to assess the nature and extent of work and the conditions under which it will be carried out.
  - b) Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.
- 31.0 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.
- 32.0 **PERFORMANCE SECURITY DEPOSIT:**

32.1 The successful bidder shall furnish a Performance Security Deposit in the form of Letter of Credit/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.

32.2 **Mode of Submission of Performance Security:**

The Performance Security shall be in the form of a Bank Guarantee in prescribed format of **Annexure-IV** or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

**d) Bank Guarantee issued by a scheduled Bank in India at the request of some other Non-Schedule Bank of India shall not be acceptable.**

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

**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 must 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 by the PBG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch Address – AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District - Dibrugarh, PIN 786602.

- 33.0 OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work stated above or cancel, if required.
- 34.0 **Retention Money:** A retention money equivalent to 7.5% of each running bill will be deducted till final completion of the work. This deducted amount will be released after 6 (six) months from the date of completion certificate from OIL. The amount of retention money shall be released after 6 (six) months from the date of completion certified by the concerned department.
- 35.0 The work shall have to be started within **15 days** from the date of work order.
- 36.0 **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.
- 37.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 38.0 **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 6<sup>th</sup> Jan 2017 available at OIL’s website.
- 39.0 **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 6<sup>th</sup> Jan 2017 available at OIL’s website.
- 40.0 **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 6<sup>th</sup> Jan 2017 available at OIL’s website.
- 41.0 **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):

42.0 **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) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC).
- h) Annexure-III (Format for **Bid Security** in the form of Bank Guarantee.)
- i) 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 online 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 Unpriced 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.

43.0 The tender is processed under Single Stage-Two Bid System. Bidder shall submit the Technical Bid and Priced Bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender

Portal, detailed instructions is available in **“HELP DOCUMENTATION”** available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical RFx Response” under “Techno-Commercial Bid” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the “Tendering Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical RFx Response”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

- 43.1 However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 2(two) copies
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

- 43.2 Timely delivery of the documents in physical form as stated in Para 43.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 43.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

#### **44.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)** of the Bid Documents.

- 45.0 **INTEGRITY PACT:** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL’s competent signatory and uploaded in the OIL’s e-portal. The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. Uploading the Integrity Pact in the OIL’s E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**



- 45.1 OIL has appointed Shri Rajiv Mathur, IPS(Retd), Shri Satyananda Mishra, IAS(Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;  
E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
  - b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India  
E-mail: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
  - c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC  
E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

## **BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)**

### **(A). BID REJECTION CRITERIA (BRC):**

**1.0** The bid shall conform generally to the specifications and terms & 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/Scope of Work. Notwithstanding the general conformity of the bid to the stipulated Specifications/Scope of Work, 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.

**2.0** Interested bidders/Firm shall have to submit the following documents to qualify for the Tender:

### **2.1 TECHNICAL EXPERIENCE:**

- a. One successfully completed similar work of minimum value of ₹ **140,99,000.00** 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** already executed during the last seven (07) years reckoned from the original bid closing date, the bidder/firm must submit/furnish the Job Completion Certificate clearly mentioning Gross value of job done, Nature of works, Contract No. /Work Order No., Contracts period, Contract Start and Completion date issued by the appropriate authority i.e. Executive Engineer or higher authority for Govt. Organisations and Chief Engineer/ Chief Manager or higher authority of CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking along with the bid.

\*SIMILAR works mean any of the following nature of jobs:

- i) Construction of **new** civil works in hilly/ mountainous area.
  - ii) Site development/ site preparations work in hilly/ mountainous area.
  - iii) RCC foundation/ Boundary wall/RCC building in hilly/ mountainous terrain involving of earth work.
- c. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.
- d. **Bank Account:** The firm/ Bidder must have a Bank account in any scheduled/ nationalised bank. Copy of pass Book or a cancelled cheque must be submitted along with the offer/ bid.

- e. **GST Registration:** The firm/ Bidder is required to submit documentary evidence of their GST registration along with the offer/bid.
- f. **PAN:** The firm or Bidder must possess PAN Card (Permanent Account Number) and submit a copy of PAN Card issued in their name along with the offer/bid.
- g. **PF Code:** The firm/Bidder should furnish their PF Code number issued by appropriate Govt. authority along with the offer/bid or exemption certificate from the concerned authority or a declaration in stamped paper (As per **Annexure-I**) that provisions of the P.F Act are not applicable to him/her/them and in case, the PF is to be deposited later on, the same will be deposited by the bidder.
- h. The Bidder/firm/contractor to confirm deployment of list of equipment and machineries as per **Proforma-E** during execution of contract and an undertaking has to be submitted along with the Technical bid as per **Proforma-E**. The applicant may either own or lease or procure the above minimum requirement of Plants & equipment.
- i. **Plants & Equipment:**
  - (a) The Bidder/Firm/Contractor to furnish a list of Equipment and Machineries as per **Proforma-D**. Copies of necessary documents evidencing the ownership certificate, like valid registration certificate, purchase document etc. of the said plants & equipment must be furnish alongwith the Technical Bid. The Bidder/Firm/Contractor may either own or lease or procure the Plants & equipment.
  - (b) The Bidder/Firm/Contractor to confirm deployment of above list of Equipment and Machineries in **Performa-E** during execution of contract which must be submitted along with the Technical bid.

## 2.2 FINANCIAL CRITERIA:

- 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 **₹ 84,60,000.00**
- 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.

### **2.3 COMMERCIAL CRITERIA:**

- a) Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical Attachments” Tab** and Priced Bid as per **Proforma-B** is to be uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- b) **BID Validity:** 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**. Bids with shorter validity (i.e. **less than 90 days** from the schedule closing date) will be rejected as being non-responsive.

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

- c) **BID Security (EMD):** The original 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 (**Annexure-III**) 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. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along

with the Technical Bid in the c-folder. Any bid not accompanied by proper Bid Security will be summarily rejected.

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:**

- i) 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.
  - ii) In case of extension of Bid Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.
- d) **INTEGRITY PACT:** The Integrity Pact(as per **Annexure-A**) must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.
- e) Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in PRICE BID FORMAT, and upload the same separately as attachment in its designed place in OIL's E-Tender portal otherwise the Bid will be summarily rejected.
- f) There should not be any indication of price/rates in the Technical Bid. A bid will be straightway rejected if price/rate is given in the Technical Bid.
- g) Bidders must accept and comply with the following provisions as given in the tender document in toto. Deviations to such provisions shall make the bid liable for rejection.
- 1) Firm price
  - 2) EMD / Bid Bond
  - 3) Scope of work
  - 4) Specifications
  - 5) Price schedule
  - 6) Delivery / completion schedule
  - 7) Period of validity of bid
  - 8) Liquidated Damages
  - 9) Performance bank guarantee / Security deposit
  - 10)Guarantee of material / work
  - 11)Arbitration / Resolution of Dispute
  - 12)Force Majeure

### 13)Applicable Laws

h) Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

i) Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

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

**(B). BID EVALUATION CRITERIA (BEC):**The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation.

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

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

**(C). GENERAL:**

- 1) **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 6<sup>th</sup> January 2017, available in the OIL's website.
- 2) 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.
- 3) 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.

- 4) If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 5) 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.
- 6) 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.

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

**Works Contract**

**DESCRIPTION OF WORK/SERVICES: Construction of new foundation & repairing approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2,in Phulmawi, Aizawl(Mizoram) in NELP VI BLOCK (MZ-ONN-2004/1)**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at location **MZ-2 in Phulmawi, Aizawl(Mizoram).**

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 who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Schedule of Rate (which is based on prevailing Schedule of Rates (SOR) of Mizoram PWD) in force on the date of issue of such Deviation Order, to which the contractor has no objection.

**4.** The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II. During the actual execution of the contract, if any, additional items (deviation items) are required, which are not covered in the tender, payment of such items shall be made at the prevailing Schedule of Rates (SOR) of Mizoram PWD. In case of positive variation in quantity of any items for the quantity mentioned in the schedule of work during the actual execution of work, the contractor will have to carry out the positive varied quantity at the contract rate, or internally estimated rate(which is based on prevailing Schedule of Rates(SOR) of Mizoram PWD), whichever is lower.

**5.** The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the

contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

**6.** The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- I. The Mines Act.
- II. The Minimum Wages Act, 1948.
- III. The Workman's Compensation Act, 1923.
- IV. The Payment of wages Act, 1963.
- V. The Payment of Bonus Act, 1965.
- VI. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- VII. Employees' Pension Scheme, 1995.
- VIII. Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- IX. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- X. Goods and Service Tax (GST) Law,

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

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

**8.** The Contractor must complete the work within **16** weeks of the written order to commence work, but foundation work have to be completed within the first 6 weeks of written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

**10.** The tendered all-inclusive Price (i.e. the Contract price) is ₹ \_\_\_\_\_  
**(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)**  
(₹ \_\_\_\_\_ only)  
but the Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in the Schedule of work part II of this Contract.

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

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

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

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

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

**15.** The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with the Oil Mines Regulations 2017. The Company's representative shall not allow/accept those men who are not provided with the same.

**16.** All Statutory taxes levied by the Central and State Government or any other competent authority from time to time, except PF & GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except PF & GST. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.

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

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

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

**20. SPECIAL CONDITIONS:**

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

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

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

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

- e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.
- f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.
- g) The Contractor shall have to work during rainy seasons also, necessary arrangement for the same has to be arranged by the contractor at his cost.
- h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- i) Efficient workmen to be engaged by the Contractor.
- j) The Contractor or his authorised representative should report to Engineer-in-charge on all working days at 7.00 A.M. and 3.00 P.M. for instructions.
- k) Materials if rejected should be removed from site within 48 (forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.
- m) The Contractor shall obtain labour clearance within 7(seven) days of signing the Contract.
- n) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- o) The Contractor shall be in a position to execute both foundation and road works simultaneously.
- p) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.
- q) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- r) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- s) The Contractor shall have to provide temporary latrine facilities in the entire work site for use of their workmen during progress of work.

t) The contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in charge.

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

v) The Contract cost is excluding P.F. & GST. Wage component of the Contract cost is **22.69 %**.

## **21. SPECIAL INSTRUCTION**

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

## **22. GOODS AND SERVICES TAX (GST) CLAUSES**

### **22.1 GENERAL REMARKS ON TAXES & DUTIES:**

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

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

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

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

**22.5 Where OIL is entitled to avail the input tax credit of GST:**  
OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified



in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filed under GST laws & rules should be timely filed by supplier/service provider with requisite details.

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

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

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

**22.8** Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.

**22.9 GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

**22.10 GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

**22.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

**22.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

- 22.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 22.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 22.15** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 22.16** Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **GST** shall be passed on to the OIL.

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

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

- 22.17** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable, and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

**22.18 Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;

- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.  
GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
  - i) The original copy being marked as ORIGINAL FOR RECIPIENT;
  - ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

**22.19 ANTI-PROFITEERING CLAUSE:**

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

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

**23. SETTLEMENT OF DISPUTES AND ARBITRATION:**

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

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under:

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

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

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

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

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

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

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

**24. FORCE MAJEURE:**

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

**25. I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

**26.0 PERFORMANCE SECURITY DEPOSIT:**

42.1 The successful bidder shall furnish a Performance Security Deposit in the form of Letter of Credit/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.

#### 42.2 **Mode of Submission of Performance Security:**

The Performance Security shall be in the form of a Bank Guarantee in prescribed format of **Annexure-IV** or irrevocable Letter of Credit (LC) from:

e) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or

f) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

g) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

**h) Bank Guarantee issued by a scheduled Bank in India at the request of some other Non-Schedule Bank of India shall not be acceptable.**

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

e) Full address.

f) Branch Code.

g) Code Nos. of the authorized signatory with full name and designation.

h) Phone Nos., Fax Nos., E-mail address.

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

**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 must be routed through SFMS platform as per following details:

iii) "MT 760 / MT 760 COV for issuance of Performance Bank Guarantee.

iv) "MT 760 / MT 767 COV for amendment of Performance Bank Guarantee.

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

**27.0** In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

**28.0 SET OFF CLAUSE:**

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

**29.0 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 6<sup>th</sup> Jan 2017 available at OIL's website.

**30.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES:**

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

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,  
For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:  
In presence of

Status:  
In presence of

1.

1.

2.

2.



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

**WORKS CONTRACT**

**DESCRIPTION OF WORK/SERVICES:** Construction of new foundation & repairing approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2,in Phulmawi, Aizawl(Mizoram) in NELP VI BLOCK (MZ-ONN-2004/1)

**E-Tender No.:** **CDI7117P18**

**SCHEDULE OF QUANTITIES**

**Schedule of Quantities:** The tentative requirements as assessed by Company for execution of jobs covered under this tender are highlighted below and evaluation of Bids to determine the inter-se-ranking of successful bidders will be made accordingly based on the rates to be quoted by the bidders. However, the actual quantity/ requirement may vary depending upon the site conditions and therefore, payment will be made on the basis of actual job requirements and execution thereof at site by the Contractor.

Sl. No.	Description of Work	Qty.	UOM	Unit Rate (in Rs.)	Total Amount(₹)
10	CLEARING AND GRUBBING ROAD LAND: Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and staking of serviceable materials to be used or auctioned up to lead 1000 metres including removal and disposal of top organic soil not exceeding 150 mm in thickness, by manual means in area of light jungle.	24,000.20	M2		

Sl. No.	Description of Work	Qty.	UOM	Unit Rate (in Rs.)	Total Amount(₹)
20	<p>CLEARING AND GRUBBING ROAD LAND:</p> <p>Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and staking of serviceable materials to be used or auctioned up to lead 1000 metres including removal and disposal of top organic soil not exceeding 150 mm in thickness, by manual means in area of thorny jungle.</p>	16,300.00	M2		
30	Removal of unserviceable soil with disposal including excavation, loading and disposal up to 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per clause 305 of MoRT&H specification.	1,000.00	M3		
40	Providing services of hydraulic Excavator of (1) one cum bucket including operators and fuel etc complete for dressing, levelling and excavating ordinary/ marshy soil, to be paid on running hour basis.	240.00	HR		
50	Providing services of tipper (5 M3 capacities) including operators and fuel etc complete for transportation of soil/ GSB/ boulder etc or any other construction material as per requirement, to be paid on running hour basis.	240.00	HR		

Sl. No.	Description of Work	Qty.	UOM	Unit Rate (in Rs.)	Total Amount(₹)
60	Scarifying existing bituminous surface to a depth of 50mm and disposal of scarified materials with all lift and lead upto 1000mtr.	1,600.00	M2		
70	WATER BOUND MECADOM: Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading uniform thickness, hand packing, rolling with vibrator roller 8 - 10 tonnes in stages to proper grade and camber, applying and brooming requisite type screening/binding materials to fill up the interstices of coarse aggregate., watering and compacting to the requisite density grading - 1, (63 mm to 45 mm) 100 mm compacted thickness.	200.00	M3		
80	Providing and laying of filter media with granular materials/stone crushed aggregates satisfying the requirements laid down in clause 2504.2.2 of MORTH specifications to a thickness of not less than 600 mm with smaller size towards the soil and bigger size towards the wall and provided over the surface behind abutment, wing wall and return wall to the full height compacted to a firm condition complete as per drawing and technical specification.	200.00	M3		
90	Providing and applying primer coat with bitumen emulsion on prepared surface of granular base including clearing of road surface and spraying primer at rate shown in Table: 500 - 3of MORT&H specification using	1,600.00	M2		

Sl. No.	Description of Work	Qty.	UOM	Unit Rate (in Rs.)	Total Amount(₹)
	mechanical means. (Including supply of bitumen).				
100	Open graded premix surfacing: Providing, laying and rolling of open graded premix surfacing of 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates either using penetration grade bitumen or cut-back or emulsion to required line, grade and level to serve as wearing course on previously prepared base. Including mixing in a suitable plant. Laying and rolling with a smooth wheeled roller 8-10 tonne capacity, finished to required level and grade.	1,600.00	M2		
110	SEAL COAT: Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using TYPE A seal coat using 60/70 grade bitumen.	1,600.00	M2		
120	EXCAVATION IN SOIL BY MANUAL MEANS: Excavation for roadway in soil using manual means including loading in truck for carrying of cut earth to embankment site with all lifts and leads up to 1000 metres.	960.00	M3		
130	EXCAVATION FOR STRUCTURE: Earth work in excavation of foundation of structure as per drawing and technical specification of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, back filling the excavation earth to the extent required and utilising the remaining earth locally for road work, in ordinary soil by manual means (Depth up to 3 m).	880.85	M3		

Sl. No.	Description of Work	Qty.	UOM	Unit Rate (in Rs.)	Total Amount(₹)
140	EXCAVATION IN HILLY AREA IN ORDINARY ROCK NOT REQUIRED BLASTING: Excavation in hilly area in ordinary rock not required blasting by mechanical means including cutting and trimming of slopes and disposal of cut materials.	1,000.00	M3		
150	Providing and laying in position cement concrete of specified grade excluding cost of centering and strutting - all work up to plinth level. ( prop 1:3:6 )	313.78	M3		
160	GABIAN STRUCTURE FOR EROSION CONTROL,RIVER TRAINING WORKS AND PROTECTION WORKS: Providing and constructing gabian structure for erosion control, river training works and protection works with wire crates of size 2m*1m*0.3m each divided into 1 metre compartments by cross netting, made from 4mm galvanised steel wire @ 32kgper 10 sqm having minimum tensile strength of 300 MPA conforming to IS:4826, woven into mesh with double twist size not exceeding 100mm* 100 mm, filled with boulders with least dimension of 200mm, all loose ends to be securely tied with 4 mm galvanised steel wire.	1,400.00	M3		
170	Surface dressing of ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50m and lift upto 1.5m.	40,825.00	M2		
180	Providing and laying in position reinforced cement concrete work in	707.00	M3		

Sl. No.	Description of Work	Qty.	UOM	Unit Rate (in Rs.)	Total Amount(₹)
	proportion 1:1.5:3 excluding centring and shuttering.				
190	Providing 2nd class local wood work for shuttering including supply of timber etc complete.	17.28	M3		
200	Providing 20 mm thick cement plaster.(1:3)	1,560.00	M2		
210	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete. (Thermo - Mechanically treated bar)	13,400.28	KG		
(A)	<b>Total evaluated contract value inclusive of all applicable taxes &amp; duties, all liabilities including statutory liabilities but excluding PF and GST (in INR):</b>				
(B)	Quoted GST Rate in Percentage:				
(C)	<b>Total evaluated contract value inclusive of all applicable taxes &amp; duties, all liabilities including statutory liabilities and GST (in INR): (A)+(B):</b>				

**NOTES:**

- 1.0** Above requirements are to be read in conjunction with the Scope of Work and the General Conditions of the Tender Document. Before quoting the rates, the bidders are requested to inspect the site of work and fully acquaint themselves with the existing site conditions, approaches available and its surroundings.
- 2.0** Bidders are also advised not to include the provisions of PF in their quoted rates.
- 3.0** The PF will be reimbursed extra by Company @ 12% on the wages component on production of documentary evidences. The Wage component is **22.69%** for this contract as mentioned in Para 20(v) under the General Conditions of Contract.
- 4.0** Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the

rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes 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 services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

- 5.0 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR
- 6.0 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST(CGST & SGST/UTGST or IGST).
- 7.0 Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. Bidders should quote for the Applicable GST Rate and mentioned the SAC/HSN code in the respective places in the Priced Bid. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
- 8.0 0(zero) % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.

Authorised Person's Signature: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

Seal of the Bidder:

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

**WORKS CONTRACT**

**DESCRIPTION OF WORK/SERVICES:** Construction of new foundation & repairing approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2, in Phulmawi, Aizawl(Mizoram) in NELP VI BLOCK (MZ-ONN-2004/1)

**PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:**

**BASIC INFORMATION OF THE AREA AND LOGISTICS:**

The NELP-VI block: MZ-ONN-2004/1 is situated in the centre of Mizoram state and covers an area of 3213 sq km. Aizawl is the Capital town of Mizoram and is connected to the other places by motor able roads and highways. The nearest railhead is at Bhairabi close to the border with Cachar district of Assam. Aizawl is linked by air to the rest of India particularly Guwahati & Kolkata. The NELP block lies in between the following broad coordinates:

**Coordinates of Block MZ-ONN-2004/1:**

Points	Latitude (N)			Longitude (E)		
	Deg.	Min.	Sec.	Deg.	Min.	Sec.
A	23	40	00	92	32	54.85
B	23	00	00	92	35	58
C	23	00	00	93	00	00
D	23	40	00	93	00	00
A	23	40	00	92	32	54.85

The surface topography of the proposed area of operation is that of typical north eastern rugged hilly terrain of India. The topographic features are highly undulating with thick forest cover. The hillocks are very steep with intervening deep gorges. Small seepages of water from sharply cut hillocks are found to be the only source of water.

Two major roads namely NH-54 and State Highway funded by World Bank run almost parallel to each other in North-Southern direction through the centre of the state as well as OIL's NELP block. Both the roads emanate from Aizawl and converge at Lunglei, the second largest town in Mizoram after Aizawl. These two highways are going to serve as the major feeders for any locations within the NELP block.

**Project Information:** As per committed MWP to the Govt. of India, Oil India Ltd (OIL), being the operator in the above mentioned NELP block Mizoram, has drilled 2(Two) exploratory drilling wells and is planning to drill 3(Three) more exploratory wells within the block validity up to 30.06.2020. It is now proposed to construct the foundation and repair the approach road, well site, effluent pit, foundations required for drilling rig, ancillary work, campsite,



earth retaining structures, drains & culverts etc. for drilling location MZ-2, Phulmawi, Aizawl(Mizoram) within the NELP block.

### **1.0 SCOPE OF WORK:**

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

- a) Jungle cutting up to a girth of 30cm and removal of rubbish up to a distance of 100m outside the periphery of the area.
- b) Scarifying the existing road, repairing of bituminous road/ strengthening the existing gravel road over plinth of well site.
- c) Earth work in cutting and filling in the approach road and plinth to get the desired level and slope.
- d) Spreading gravel/ broken stone where necessary.
- e) Earth work in excavation for foundation, Providing and laying P.C.C in foundation as per instruction.
- f) Providing and laying R.C.C. at specified proportion of mix excluding the cost of centering, shuttering and reinforcement.
- g) Providing cutting, bending and placing steel reinforcement as per instruction during the course of execution.
- h) Providing centering and shuttering for CC/RCC work.
- i) Repairing & construction of drain as per instruction.
- j) Providing W.B.M. course at approach road/plinth.
- k) Providing premix surface of 20mm thick at approach road with seal coating.
- l) Construction of Gabion structure for river training work.

### **1.1 SITE CLEARANCE:**

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

### **2.0 EXCAVATION OF FOUNDATION:**

- i) Earth work in excavation for foundation trenches including refilling the trenches after the completion of C.C/R.C.C work including bailing out water if necessary Trenches to be excavated to the exact length, width and depth as shown in the drawing or as may be directed by Engineer-in-charge.
- ii) When the foundations are completed to a desired height above the ground level and approved by the Engineer-in-charge the excavated space around the foundations

shall be cleared of rubbish or debris and refilled to the ground level with available excavated earth, watered and well rammed in layers not more than 150mm thick.

### **3.0 CEMENT CONCRETE (C.C)/ REINFORCED CEMENT CONCRETE (R.C.C):**

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

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

c) All reinforced cement concrete work to be in prop. 1:1.5:3 or as directed by Engineer-in-charge as specified with broken stone 20mm nominal size. The mixing shall be done thoroughly to receive uniform mass, colour and consistency. Mixing shall be done by using appropriate capacity mixture machine as specified. The concrete shall be thoroughly compacted around the reinforcement by pruning, prodding and using vibrator during the operation of casting foundations.

### **4.0 REINFORCEMENT:**

a) Steel reinforcement shall be thermo-mechanically treated bars/ Cold twisted bars of reputed brand conforming to IS:456 at the discretion of the Engineer-in Charge. Relevant test report to be submitted by the Contractor from a competent authority for the steel reinforcement bars.

b) All reinforcement shall be placed in position and bend as per drawings or instruction of site engineer. Bars shall be fixed with 22G binding wire. Pre cast block covers(1:2) cement mortar 50mm square and of necessary thickness shall be used to keep the reinforcement bars in proper position. No extra payment shall be given for the binding wires.

### **5.0 PLASTERING:**

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

### **6.0 WATER BOUND MACADAM:**

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

### **6.1 MATERIAL:**

i) **Coarse Aggregate:** Coarse aggregates shall be either crushed or broken stone, crushed slag, aggregates or any other naturally occurring aggregates such as kankar and laterite of suitable quality. Materials other than crushed or broken stone and crushed slag shall be used in sub-base course only. If crushed gravel/shingle is used,

not less than 90 per cent by weight of the gravel/shingle pieces retained on 4.75mm sieve shall have at least two fractured faces.

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

iii) **Crushed Slag:** Crushed slag shall be made from air-cooled blast furnace slag. It shall be of angular shape, reasonably uniform in quality and density free from thin, elongated and soft pieces, dirt or other deleterious materials. The weight of crushed slag shall not be less than 11.2 KN per m<sup>3</sup> and the percentage of glossy material shall not be more than 20. It should also comply with the following requirements.

- a) Chemical Stability :To comply with requirements of appendix of BS: 1047
- b) Sulphur content : Maximum 2 per cent
- c) Water absorption : Maximum 10 per cent

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

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

## **7.0 PREMIX SURFACING:**

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

### **Materials:**

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

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

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

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

**TABLE 500-23. QUANTITIES OF MATERIALS REQUIRED FOR 10 m<sup>2</sup> OF ROAD SURFACE FOR 20mm THICK OPEN-GRADED PREMIX SURFACING USING PENETRATION BITUMEN OR CUTBACK:**

Sr. No.	Aggregates	Quantity
(a)	Nominal Stone size 13.2mm (passing 22.4 mm sieve and retained on 11.2 mm sieve)	0.18m <sup>3</sup>
(b)	Nominal Stone size 11.2mm (passing 13.2 mm sieve and retained on 5.6 mm sieve).	0.09m <sup>3</sup>
	Total	0.27m <sup>3</sup>
	<b>Binder</b> (quantities in terms of straight run bitumen)	
(a)	For 0.18 m <sup>3</sup> of 13.2mm nominal size stone at 52 kg bitumen per m <sup>3</sup>	9.5kg
(b)	For 0.09 m <sup>3</sup> of 11.2 mm nominal size stone at 56 kg bitumen per m <sup>3</sup>	5.1 kg
	Total	14.6kg

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

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

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

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

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

directional cambered portions, it shall progress from the lower to upper edge parallel to the centre line of the pavement.

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

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

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

## **8.0 SEAL COAT:**

### **Scope:**

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

### **Materials:**

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

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

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

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

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

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

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

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

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

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

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

## **9.0 GABIAN WALL WITH WIRE CRATES:**

### **9.1 Material:**

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

### **9.2 Laying:**

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

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

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

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

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

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

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

Construction of a gabian structure for retaining earth with segments of wire crates of size 2 m x 1 m x 0.3 m each divided into 1 m compartments by cross netting, made from 4 mm galvanised steel wire @ 32 kg per 10sqm having minimum tensile strength of 300 MPA conforming to IS:280 and galvanizing coating conforming to IS:4826, woven into mesh with double twist, mesh size not exceeding 100 x 100 mm, filled with boulders with least dimension of 200 mm, all loose ends to be tied with 4 mm galvanised steel wire.

#### **10.0 FORM WORK:**

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

#### **11.0 CURING:**

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

#### **12.0 WATER:**

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

#### **13.0 STORAGE:**

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

Storage of cement at the work site shall be at the Contractor's cost and risk. Any damage occurring to the cement due to faulty storage or negligence on his/her/their part shall not be used in the work and shall have to inform immediately the Engineer-in-Charge in writing. The cost will be at the charge of the Contractor concerned.

The Contractor shall keep proper records on site in respect of daily consumption of company's materials in blinded books.

#### **14.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:**

14.1 Contractor must have mixture machine and vibrator for the RCC works. The contractor shall use pump if needed for dewatering for excavation job for which no extra payment will be made.

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

14.3 Efficient workmen to be engaged by the Contractor.

14.4 The Contractor's representative should report to Engineer-in-Charge on all working day's for day to day instruction.

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

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

14.7 The Contractor shall obtain labour clearance within 15 (Fifteen) day's of signing the contract.

14.8 Water that accumulate on the site during progress of the work or in trenches or at any excavated places of working site have to be evacuated from site by the contractor to entire the satisfaction of the Engineer-in- Charge and at the contractor's expense.

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

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

14.11 No road closure will be allowed during execution of work and necessary traffic signal/ road sign boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfilment of this condition.

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



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

14.14 Hot and Cold permit, Gas leakage testing certificate issued by the concerned department to be submitted by the contractor to engineer-in-Charge.

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

14.16 They should submit the work program in the form of a bar chart within 7 days of receipt of work order.

14.17 The security of the materials issued to the contractor in connection with the work is responsibility of the contractor, for which no extra payment will be made.

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

**Following tests/ test certificate to be produced by the contractor from competent authority to ensure the quality of works executed at site at his own cost.**

- i) Water for construction and curing to be tested before use (PH value should be in between 6 & 8) in accordance with IS: 3025-1964.
- ii) Cube test for RCC work to be done as per relevant IS: 456-2000 or as per instruction of Engineer-in-Charge.
- iii) Tests viz., Yield strength, Tensile strength, Percentage of elongation test, Bend-rebend tests for TMT bars conforming to IS: 1786 or as per the instruction of the Engineer-in-Charge.

**Note:** However there will be no additional payment from Company to the contractor to carry out the tests.

14.19 The contractor has to work during rainy seasons also.

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

15.00 **Equipment/ machineries required:**

- |                                   |   |        |
|-----------------------------------|---|--------|
| a) Hydraulic Excavator            | : | 1 Nos. |
| b) Dumper                         | : | 3 Nos. |
| c) Mixture machine                | : | 2 Nos. |
| d) Concrete Vibrator              | : | 2 Nos. |
| e) Sump pump                      | : | 1 Nos. |
| f) Road Roller ( 8-10 T Capacity) | : | 1 No.  |

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

**WORKS CONTRACT**

Schedule of company's Plants, Materials and Equipment

**E-Tender No. CDI7117P18**

A. SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and

- Company Materials: NIL

B. SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENTS for use in the execution of work.

- Company's Plants and Equipment: NIL

**Note: All the materials & Equipment for execution of works with fuel, operator & wards are to be provided by the Contractor at his/ her own cost and risk.**

## **PART-V: SAFETY MEASURES**

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

### **SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/SERVICE:-Construction of new foundation & repairing approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2,in Phulmawi, Aizawl(Mizoram) in NELP VI BLOCK (MZ-ONN-2004/1)**

Sir,

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

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

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

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

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 2017 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
- g) We shall abide by the following HSE (Health Safety & Environment) points:

### **GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely;

the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

3. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

4. 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.

5. The contractor shall provide a copy of the SOP to the person engaged by him for supervising the work.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a 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. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

8. 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.

9. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

10. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

11. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

12. 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.

13. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

14. Contractor has to arrange daily tool box meeting and regular site safety meetings and maintain records.

15. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

16. 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.

17. 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.

18. Contractor's arrangements for health and safety management shall be consistent.

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

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

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

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

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.

(Seal)  
Faithfully,

Yours

Date: \_\_\_\_\_

M/s \_\_\_\_\_

FOR & ON BEHALF  
OF CONTRACTOR

**(ON THE NJSP OF RS.100/-)**

**TO BE NOTORISED**

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

Dear Sirs,

**Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN RESPECT  
OF TENDER NO. **CDI7117P18****

(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 Tender No. **CDI7117P18** for **construction of new foundation & repairing approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2,in Phulmawi, Aizawl(Mizoram)** (subject of the Tender). As per the conditions stipulated in Clause no..... (Name of the Provision/SCC etc.), we/I, being authorized on behalf of ..... (Name of the Contractor) hereby confirm and undertake as follows;

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

<b>YEAR</b>	<b>TURN OVER</b> in INR (Rs.)	<b>NET WORTH</b> in INR (Rs.)

Place:

Date:

Seal:

Membership No. :

Registration Code. :

Signature

**FORMAT OF BID SECURITY (BANK GUARANTEE)**

To:  
**M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.**

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 \_\_\_\_\_

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.

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Note: The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
Duliajan, Assam, India, Pin - 786 602.

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

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total 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 thereunder 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 \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date.....

Place \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. **CDI7117P18**. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I : indicating the General Conditions of this Contract;
- (b) Section-II : indicating the Terms of Reference;
- (c) Section-III : indicating the Special Terms & Condition;
- (d) Section-IV : indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **Construction of new foundation & repairing of approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2,in Phulmawi, Aizawl(Mizoram) in NELP VI BLOCK (MZ-ONN-2004/1).** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 -Commitments of the Principal**

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or



if there be a Page 2 of 6 substantive 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.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

**(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**

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**

Place. Duliajan  
Date.

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

**BIDFORM**

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

**Sub: IFB No. CDI7117P18**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Proforma-D**

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

**WORKS CONTRACT**

**Tender No: CDI7117P18**

**DESCRIPTION OF WORK/SERVICES:** Construction of new foundation & repairing approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2,in Phulmawi, Aizawl(Mizoram) in NLP VI BLOCK (MZ-ONN-2004/1)

**LIST OF EQUIPMENTS**

Sl. No.	Equipment/ Machineries	Qty.	Name of manufacturer	Year of manufacturer	Equipment Model No.
1.0	Hydraulic Excavator	1 No.			
2.0	Tripper/Dumper	3 Nos.			
3.0	Road Roller ( 8-10 T Capacity)	1 No.			
4.0	Mixture Machine	2 Nos.			
5.0	Concrete Vibrator	2 Nos.			
6.0	Sump Pump	1 Nos.			

**Authorised Person's Signature:** \_\_\_\_\_

**Name of bidder:** \_\_\_\_\_

**Seal of the Bidder:**

**Proforma-E**

**(On Bidder's letter head to be notarized)**

**Tender No. CDI7117P18**

**DESCRIPTION OF WORK/SERVICES:** Construction of new foundation & repairing approach road, Drain, Gabion wall, Well site drain, Effluent pit gabion wall, clearing land slide area for location MZ- 2,in Phulmawi, Aizawl(Mizoram) in NELP VI BLOCK (MZ-ONN-2004/1)

**UNDERTAKING FOR DEPLOYMENT OF EQUIPMENT AND MACHINERIES**

We, M/s....., Address ....., do hereby declare that we will deploy the following minimum equipment and machineries for carrying out the contract job, in case of award of contract on us against tender No. **CDI7117P18**.

**List of Equipment and Machineries:**

<b>Sl. No.</b>	<b>Equipment/Machineries</b>	<b>Qty.</b>
<b>1.0</b>	<b>Hydraulic Excavator</b>	<b>1 Nos.</b>
<b>2.0</b>	<b>Tripper/Dumper</b>	<b>3 Nos.</b>
<b>3.0</b>	<b>Road Roller( 8-10 T Capacity)</b>	<b>1 No.</b>
<b>4.0</b>	<b>Mixture Machine</b>	<b>2 Nos</b>
<b>5.0</b>	<b>Concrete Vibrator</b>	<b>2 Nos.</b>
<b>6.0</b>	<b>Sump Pump</b>	<b>1 Nos.</b>

**Authorised Person's Signature:** \_\_\_\_\_

**Name of bidder:** \_\_\_\_\_

**Seal of the Bidder:**

**Date:**

**Place:**



**STATEMENT OF NON-COMPLIANCE**  
**(Only exceptions/deviations to be rendered)**

**Tender No: CDI7117P18**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **"Statement of Compliance"** in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.