



## **FORWARDING LETTER**

M/s \_\_\_\_\_  
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**Sub: IFB No. CNI8579P22 for 'Construction of Approach road, Culvert, Plinth, Road over Plinth, Eff-pit, Flare pit, CC/RCC foundation etc. to suit E 1400/2000 AC/SCR Rig including supply of all materials & equipment for location ODHA, Dima Hasao, Assam under Block AA-ONHP-2018/3'.**

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 operations, OIL invites National Competitive Bids (NCB) from competent and experienced Contractors through OIL's e-procurement site for **'Construction of Approach road, Culvert, Plinth, Road over Plinth, Eff-pit, Flare pit, CC/RCC foundation etc. to suit E 1400/2000 AC/SCR Rig including supply of all materials & equipment for location ODHA, Dima Hasao, Assam under Block AA-ONHP-2018/3'**. 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:

a)	IFB No. /E-Tender No.	:	<b>CNI8579P22</b>
b)	Type of Bidding	:	Online Indigenous e-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
e)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal

f)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of HoD Frontier Basin Project, Oil India Limited, Duliajan -786602, Assam, India.
i)	Bid Validity	:	120 (one hundred and twenty) days from Bid Closing date
j)	Mobilization Time	:	01 (One) from issuance of Work order after issuance of Letter of Award (LOA)
k)	Bid Security Amount	:	<b>Not Applicable</b>
l)	Bid Security Validity	:	<b>Not Applicable</b>
m)	Amount of Performance Security (Including defect liabilities)	:	<b>3% of total contract value</b> (shall be deducted from Contractor's each running Bill)
n)	Release of Performance Security	:	After 09 (nine) months from date of completion of contract.
o)	Location of job	:	Dima Hasao district of Assam
p)	Duration of the Contract	:	32 (Thirty-Two) weeks
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer <b>Clause No. 30.0</b> of Part-3, Section-I (General Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	Head of Department Frontier Basin Project, 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. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

#### **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 Organization's 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.** However, aforesaid Digital Signature Certificates having Bidder's

Name in the “Organization Name” field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

- 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 changes 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. will not be responsible.
- 4.4 For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
  - 4.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL’s E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
  - 4.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 4.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL’s E-Procurement site. 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- 2807171/7192.
- 4.6 The link for OIL’s E-Procurement Portal is available on OIL’s web site ([www.oil-india.com](http://www.oil-india.com)).

## **5.0 PERFORMANCE SECURITY (INCLUDING DEFECT LIABILITIES):**

**3% of total contract value** will be deducted from Contractor’s running Bill as Performance Security Deposit (Including defect liabilities). For satisfactorily completed contract, Security Deposit will be refunded to the Contractor after 09 (Nine) months from date of completion of contract, 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.

## **6.0 IMPORTANT NOTES:**

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

- i) The bid along with all supporting documents must be submitted through OIL's e-procurement site only.

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

- a) Power of Attorney (if applicable) by the successful bidder before signing the contract.
- b) Any other document required to be submitted in original as per tender requirement.

**The above documents must be received at the office of HoD (Frontier Basin), OIL at Duliajan on or before 12.45 p.m. (IST) on the technical Bid Closing Date**

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 a.m. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 p.m. (IST) at the office of the ED (BM-Frontier), OIL in presence of the authorized representatives of the bidders, if any.
- iii) If the digital signature used for signing is not of "Class - 3" with Organizations name, the bid will be rejected.
- iv) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- v) (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to suspension of the bidder for a period of 02 years and debar from participation in future tenders, at the sole discretion of the Company.  
  
(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- vi) Conditional bids are liable to be rejected at the discretion of the Company.
- vii) The work may be split up amongst more than one contractor at the sole discretion of the Company.
- viii) The bidders must be incorporated/ registered under the applicable Act in India. In support of the same, bidders are required to submit the Certificate of Incorporation/ Registration under the Applicable Act.
- ix) The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Technical Bid.  
  
A. In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return

form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copy of GST Registration Certificate.

- B. In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copy of GST Registration Certificate.
  - C. In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copy of GST Registration Certificate.
  - D. In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copy of GST Registration Certificate.
  - E. In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copy of GST Registration Certificate.
  - F. In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copy of GST Registration Certificate.
  - G. In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copy of GST Registration Certificate.
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- x) The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L.'s Standard Form of Contract.
  - xi) The Bid Security / Performance Security Money shall not earn any interest.
  - xii) Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
  - xiii) The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
  - xiv) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
  - xv) **BACKING OUT BY L-1 BIDDER AFTER ISSUANCE OF LOI:** In case LOI issued is not accepted by the L1 bidder or the Performance Security is not submitted as

per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- xvi) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents 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. **Proforma-N** must be duly filled in bidder's letter head and upload the scanned copy of the same along with techno-commercial bid.
- xvii) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).
- xviii) **Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.**
- xix) The tender is invited under SINGLE-STAGE TWO-BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes and Attachment" Tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.**

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	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ 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 Attachments”** for Uploading “Technical Bid” files.

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

### **Notes:**

- \* 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.

- xix) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** under **“Notes & Attachment”** and additionally fill up the on-line field “Total Bid Value” under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

**Create RFx Response**

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

RFx Response Number 60038748      RFx Number 1396      Status In Proce  
 RFx Owner BHARALI      Total Value 0.00 INR      Nu

**RFx Information**    Items    Notes and At

**Basic Data** | **Questions** | **Technical Attachme**

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment:  ☐

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No

"Total Bid Value" considering all the

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format: Proforma-B" under "Notes & Attachments" tab page.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**  
**(S. Patowary)**  
**(E-mail ID: [suvam.patowary@oilindia.in](mailto:suvam.patowary@oilindia.in))**  
**Sr. Officer – Contracts (FB)**  
**For HoD-Frontier Basin**



**PART-1**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0 Eligibility of the bidder:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 Bid Documents:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
  - b) Instructions to Bidders, (Part-1)
  - c) Bid Evaluation Criteria, (Part-2)
  - d) General Conditions of Contract, (Part-3, Section-I)
  - e) Schedule of Work, Unit and Quantity (Part-3, Section-II)
  - f) Special Conditions of Contract, (Part-3, Section-III)
  - g) Schedule of Company's Plants, Materials and Equipment (Part-3, Section-IV)
  - h) Proforma for Undertaking from TPI Agency (Proforma-A)
  - i) Priced Bid Format, (Proforma-B)
  - j) Bid Form, (Proforma-C)
  - k) Statement of Non-Compliance, (Proforma-D)
  - l) Bid Security Declaration (Proforma-E)
  - m) Performance Security Form, (Proforma-F)
  - n) Sample Agreement Form (Proforma-G)
  - o) Proforma of Letter of Authority (Proforma-H)
  - p) Authorisation for Attending Bid Opening (Proforma-I)
  - q) Financial Turnover & Net Worth Certificate (Proforma -J)
  - r) Safety Measures (Proforma – K)
  - s) Integrity Pact (Proforma-L)
  - t) Format for Bidder's Experience Statement (Proforma-M)
  - u) Undertaking of authenticity of information/documents submitted (Proforma-N)
  - v) Certificate of Compliance of Financial Criteria (Proforma-O)
  - w) Format of Declaration by bidder towards Percentage of Local Content (Proforma-Q)
  - x) Format for Hindrance Register (Proforma-R)
  - y) Undertaking for Deployment of Equipment and Machineries (Proforma-S)
  - z) Undertaking by Bidder towards EPF&MP Act, 1952 (Proforma- T)
  - aa) Format of Declaration/Undertaking towards Valid Trade License/No Objection Certificate from the concerned Autonomous Council for executing the contract (Proforma-U)
  - bb) Checklist for Bid Evaluation Criteria (Checklist-1)
  - cc) Commercial Check List (Checklist-2)
  - dd) Exhibit-I
- 2.2 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.

- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

### **3.0 Transferability of bid documents:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 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(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

### **5.0 Preparation of Bids**

- 5.1 Language of Bids:
- 5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's/Agent's Name & address:

- 5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

5.3 Documents comprising the bid:

- 5.3.1 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 (to be uploaded in “Technical Attachments” tab)**

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security Declaration (Proforma-E) in accordance with Clause 10.0 hereunder.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Non-compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values (For Global Tenders).
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-M attached with the bid document to be digitally signed by the bidder's Authorised representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the “Technical Attachments” tab.

**(B) Price Bid (to be uploaded in “Notes and Attachments” tab)**

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

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values

The Priced Bid shall contain the prices along with any other commercial information pertaining to the service offered.

**6.0 Bid Form:**

- 6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

**7.0 Bid Price:**

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under “Notes & Attachment” Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

## **8.0 Currencies of bid and payment:**

Bidders shall submit their bid only in Indian Rupees and they will be paid in Indian Rupees only.

- 8.1 DELETED
- 8.2 DELETED

## **9.0 Documents establishing bidder's eligibility and qualifications:**

- 9.1 These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

## **10.0 Bid Security: Not Applicable, however bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-E)**

## **11.0 Exemption From Submission Of Bid Security: (Not Applicable)**

## **12.0 Period of Validity of Bids:**

- 12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.
- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

## **13.0 Signing & submission of bids:**

### **13.1 Signing of bids:**

- 13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as

per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 Submission of bids:

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 "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set 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:

- a) Printed catalogue and literature if called for in the bid document.
- b) Power of Attorney for signing of the bid digitally.
- c) 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.

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as [stated in Para 13.2](#) 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.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

**13.2.4 Bidders should avoid uploading irrelevant data & documents with the bid.**

**14.0 Indian agent/representative/retainer/associate (Not Applicable)**

**15.0 Deadline for submission of bids:**

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 15.3 The documents in physical form as stated in [Para 13.2](#) must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**16.0 Late Bids:**

- 16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

#### **17.0 Modification and withdrawal of bids**

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment of bidder from participation in future tenders of OIL.

#### **18.0 Extension of bid submission date**

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

#### **19.0 Bid opening and evaluation**

- 19.1 Company will open the Technical Bids, including submission made pursuant to [clause 15.0](#), in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 Bids which have been withdrawn pursuant to [clause 17.0](#) shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **20.0 Opening of priced bids**

- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.



- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

## **21.0 DELETED**

## **22.0 Evaluation and comparison of bids**

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

### **22.1 Discounts / rebates**

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

## **23.0 Contacting the company**

- 23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

## **24.0 Award of contract**

### **24.1 Award criteria**

- 24.1.1 The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **25.0 Company's right to accept or reject any bid**

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

## **26.0 Notification of award**

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

26.2 The notification of award will constitute the formation of the Contract.

## **27.0 DELETED**

## **28.0 Signing of contract**

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

28.2 Within 02 Weeks from the date of issue of Letter of Intent (LOI), the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL's Standard forms of agreement.

28.3 Failure of the successful bidders to comply with the conditions as specified in Para 28.2 above would render him liable for rejection ~~and in turn forfeiture of Bid Security~~ apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

## **29.0 Integrity pact:**

29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-L 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 shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. 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.

29.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
- b. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture; E-Mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

### **30.0 Local conditions**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

### **31.0 Specifications**

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

**END OF PART-1**

**&&&&**

**Part-2**  
**BID EVALUATION CRITERIA/BID REJECTION CRITERIA (BEC/BRC)**

**1.0 VITAL CRITERIA FOR BID ACCEPTANCE:**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements shall have to be particularly met by the bidders without which the same shall be considered as non-responsive and shall not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

**2.0 TECHNICAL EVALUATION CRITERIA:**

The Bidder must meet the following criteria:

- 2.1 Only those service provider shall be eligible to bid against this tender whose services or works offered for procurement, has local (Indian) content equal to or more than 50% (i.e. Class-I Local Supplier as defined under Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 (enclosed herewith as Exhibit-I) of MoP&NG).**

Regarding definitions and calculations of local (Indian) content, and submission of documents during bidding & execution of contracts, provision of the above policy (alongwith any amendment thereof) shall be applicable.

If such local (Indian) content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

**Note:** Bidder must mention the percentage of local content in their technical bid along with requisite certificates (self declaration as per **Proforma-Q** & certificate of statutory auditors / CA) as per provisions of PPLC notified by MoP&NG mentioned above. Non-submission of the same shall lead to rejection of the bid.

**2.2 EXPERIENCE OF THE BIDDER:**

Bidder must have experience of successfully completing at least one '**SIMILAR Work**' of value not less than **Rs. 3,68,27,000.00 (Rupees Three Crores Sixty Eight Lakhs and Twenty Seven Thousand only)** under tender with CPWD/ Railways/ APWD/ MES/ NRL/ ONGCL/ OIL/ any other Central or State Government Organization / Public Sector Undertaking, during the preceding seven (07) years reckoned from the original bid closing date.

**Notes to BEC Clause No. 2.2:**

**1. 'SIMILAR Work'** mentioned above means experience in the following:

a) Construction of approach road, plinth & foundation for OIL & Gas well drilling activities /production set up in hilly/ mountainous area.

**OR**

b) Construction of bituminous road & bridgework including necessary site preparation work in hilly/ mountainous area.

**OR**

c) Site development/ Site preparation work including CC/RCC/ Gabion/ Retaining walls work in hilly/ mountainous area.

**OR**

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

**2.** For proof of requisite experience of **'SIMILAR Work'**, bidder shall submit the Contract/Agreement copy along with satisfactory Job Completion Certificate issued by the client organization for which job has been done. Following information shall be mentioned in the Job Completion Certificate:

a) Reference Number of Contract/ Letter of Intent/Letter of Award/Letter of Allotment/Work Order.

b) Gross value of job done.

c) Nature & detailed description of works.

d) Contract period with starting date and completion date of the work.

e) Exact location of the work.

**2.1** In case the Job Completion Certificate issued by the client organization does not reflect any of the above details, bidder shall have to submit following documents alongwith the Job Completion Certificate and Copy of Contract/Agreement.:

a) Copy of Letter of Intent/Letter of Award/Letter of Allotment/Work Order

b) Copy of SES/COP of final payment against the contract.

c) Undertaking/Declaration from the bidder mentioning the exact location of execution of the work.

**3.** **'SIMILAR Work'** executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

**4.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

**5.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause No. 2.2 will only be treated as acceptable experience.

**6.** Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Notes to BEC Clause 2.2 above.

**7.** Bidder shall have to submit an experience statement in a tabular form indicating the details of jobs completed as per **PROFORMA-M**.

### **3.0 FINANCIAL EVALUATION CRITERIA:**

- 3.1 Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 3,68,27,000.00 (Rupees Three Crores Sixty Eight Lakhs and Twenty Seven Thousand only).**
- 3.2 **Net Worth** of bidder must be positive for preceding Financial / Accounting Year.

**Note:** The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

#### **Notes to BEC Clause No. 3.0:**

**A.** 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 **PROFORMA-J**.

OR

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

\*In case the bidder is a 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 to provide documentary evidences for the same.

**B.** 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 (*If Central Board of Direct Taxes (CBDT) grants any extension, the same will be applicable*) 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 \_\_\_\_\_ have actually not been audited so far, as per format prescribed in **PROFORMA-O**.

**C.** In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **A.** and **B.** above.

### **4.0 COMMERCIAL EVALUATION CRITERIA:**

- 4.1 The bids are to be submitted in **Single-Stage Two-Bid system** i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

- 4.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 4.3 **Bid Security is not applicable against this tender.** However, bidders shall submit along with their bid a signed **“Bid Security Declaration” (Proforma-E)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- 4.4 Bid Documents / User Id & Password for OIL’s E-Tender portal are not transferable.
- 4.5 Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted.
- 4.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 4.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 4.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 4.9 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL’s e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and “Priced Bid” is to be uploaded in the “Notes & Attachments” Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright. The bidders must fill up the “Total Bid Value” with their overall quoted price (inclusive of all liabilities, statutory liabilities excluding PF & GST). Oil India Ltd accepts no liability of any nature resulting from mismatch of “Total Bid Value” and the price quoted in the Price Bidding Format under “Notes and Attachments” tab by any bidder and no claim whatsoever shall be entertained thereof. **The amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation. Evaluation of bids will be strictly as per the Price bid uploaded by the bidders under “Notes and Attachments” tab and Bid Evaluation Criteria to ascertain the inter-se-ranking of bidders.**
- 4.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
  - (ii) Bid Security Declaration
  - (iii) Period of validity of Bid
  - (iv) Price Schedule
  - (v) Performance Bank Guarantee / Security Deposit

- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

- 4.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 4.12 Bid received with validity of offer less than **120 (One Hundred Twenty) days** from the date of Technical Bid opening will be rejected.
- 4.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Proforma-L** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.
- 4.14 The bidders **must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class 3 [Organization Type]** to upload all the documents. If the **Digital Signature Certificate (DSC)** used for signing is not of "**Class -3**" & Organizational type with Organization's name in the name of the bidder i.e. firm's name, the bid will be rejected. Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.
- 4.15 It is the responsibility of the bidder to fill up the "**Total Bid Value**" (under RFx Information > Basic Data > Total Bid Value) correctly as per the instructions given herein. OIL INDIA LTD accepts no liability of any nature resulting from any calculation error or omissions while filling up the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) by the bidders and no claim whatsoever shall be entertained thereof.

## **5.0 PRICE EVALUATION CRITERIA**

- 5.1 Price Bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive as well as qualifies as per conditions defined in the BEC/BRC. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 5.2 Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder shall be straightway rejected.



- 5.3 If there is any discrepancy between the Unit Price and the Total Price, the Unit Price shall prevail and the Total Price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.
- 5.4 The quantities shown against each item in the Price Bid Format shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of jobs / works done, as the case may be.
- 5.5 The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.
- 5.6 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the successful bidder to whom the contract is going to be awarded, unsolicited discount without any condition will be considered for computing the final contract price / quoted price for price matching.
- 5.7 **Price Bids of the techno-commercially acceptable bidders will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering the total quoted price of all the items of SOQ/ Price Bidding Format excluding PF & GST strictly as per the Price Bid Format uploaded under “Notes and Attachments” tab in e-tender portal.**
- 5.8 The bidders should quote their rates against individual items as specified in Schedule of Works (Part-II). In case of any identical situation, the L-1 bidder will be decided through draw of lots.

## **6.0 GENERAL:**

- 6.1 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), besides taking action as per OIL's Banning Policy available in the OIL's website.
- 6.2 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 BEC-BRC.
- 6.3 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 original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.

- 6.4 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.
- 6.5 Bidder(s) must note that requisite information(s)/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.
- 6.6 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.
- 6.7 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 6.8 Bidders must submit **Checklists-1 and 2.**
- 6.9 **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**7.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES:**

- 7.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>

vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulfllyods.com">bbhavsar@gulfllyods.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

- 7.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- 7.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.
- 7.4 The methodology of inspection/verification of documents is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in

particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**
- (c) Verification of documents (but not limited to) are normally categorised as under:
- i. **General Requirement:**
    - Check Bidder's PAN Card
    - Check Bidder's GST Certificate
    - Check ITR of bidder
    - Check Bidder's Certificate of Incorporation/ Registration under the Applicable Act – Domestic Bidder.
  - ii. **Additional Documents : (If applicable against the tender)**
    - Joint Ventures Agreements – To cross-check with JV Partners
    - Consortium Agreements – To cross-check with Consortium Partners
    - Holding/Parent/Subsidiary/SisterSubsidiary/Co-Subsidiary Company – To check the Share Holding pattern
  - iii. **Technical Criteria**
    - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
  - iv. **Financial Criteria**
    - Check and verify Audited Balance Sheet/CA certificate
    - To check the Line of Credit, if incorporated in the tender.

**Notes:**

- (i) **If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.**
- (ii) **Undertaking from TPI Agency as per format (Proforma-A) enclosed should be submitted along with the Bid.**

**\*\*\*\*\*End of Part-2\*\*\*\*\***

**Part-3**  
**SECTION-I**

**GENERAL CONDITIONS OF CONTRACT**

**WORKS CONTRACT**

**DESCRIPTION OF WORK/SERVICES: Construction of Approach road, Culvert, Plinth, Road over Plinth, Eff-pit, Flare pit, CC/RCC foundation etc. to suit E-1400/2000 AC/SCR Rig including supply of all materials & equipment for location ODHA, Dima Hasao, Assam under Block AA-ONHP-2018/3**

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 ODHA in the Block AA-ONHP-2018/3 (DIMA HASAO) in the Dima Hasao district of Assam.**
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
- i) The contractor shall provide all labour, supervision and transport and such specified materials described in Part-3 of the tender 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 HoD (Frontier Basin) 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.

**2. The Company's Engineer shall have power to:**

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel engaged by the Contractor shall be final and binding on the Contractor.

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

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

**3. (a) 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.**

(b) The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II. 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 based on Schedule of Rates (SOR) 2020-2021 of Rural Roads of PWRD, Assam/CPWD Schedule of Rates (DSR-2019)/OIL Schedule of Rates (w.e.f. 05.11.2020), whichever is lower.

(c) During the actual execution of the contract, if the contract is to be utilised in a different area due to Company's operational requirement, where the rates of the contractual items are different from the one adopted in the tender, then the rates as per the actual area of execution will be applicable for the contractual items and shall be adopted from the same Schedule of Rates (SOR) of Rural Roads of PWRD,

Assam / CPWD/OIL SOR which was adopted in the tender. In that case, the rates shall be applicable for both the contractual quantities as well as for the additional quantities, if required to be executed.

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

4. 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 (if any) 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 ex parte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.
5. 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.

6. 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.
7. The Contractor must complete the work within **32 (Thirty-Two) weeks** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed

are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The certificate by the HoD (Frontier Basin) 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.

8. 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.
9. 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 97% 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.**

10. 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.
11. 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.
12. 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 hereof shall



prevail and the accounts between the parties will be in accordance therewith finalised.

13. 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.
14. 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.
15. 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.
16. The Contractor shall deploy local persons in all works.
17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

**19. SPECIAL CONDITIONS:**

- a) The Contractor shall obtain and submit the Labour Clearance Advice (LCA) / Labour Clearance Certificate (LCC) within 14 days of signing the contract agreement. If the contractor fails to submit the LCA / LCC within 14 days of signing the contract agreement, the period of delay in submission of LCA / LCC shall be deducted from the contractual period while issuing the work order. In such cases, the time period mentioned in Clause No. 7 of GCC (Part-I of this contract) shall not be applicable and the contractor must complete the work within the reduced time period allotted to the contractor as per the work order issued.

However, if submission of LCA / LCC is delayed, under some exceptional circumstances, for any reason not attributable to the contractor, the same should be recorded by the contractor with documentary proof. In such cases, the decision as to whether the reason of delay is attributable to the contractor or not shall be taken by HoD (Frontier Basin) and the work order will be issued accordingly.

- 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, 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) The Contract Cost is inclusive of all liabilities but excluding PF & GST. The PF deposited by the Contractor will be reimbursed only 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 amount of retention money shall be released after 9(Nine) months from the actual date completion of work. A part or whole of the retention money 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. The retention money shall not earn any interest.
- 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.

## **20. SPECIAL INSTRUCTION**

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

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

### **21.1 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.

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

### **21.3 “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.**

### **21.4 Quoted price/rate(s) should be exclusive of PF but 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.**

### **21.5 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.

- 21.6 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.
- 21.7 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.
- 21.8 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.
- 21.9 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.
- 21.10 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.
- 21.11 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.
- 21.12 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.
- 21.13 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.
- 21.14 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.

21.15 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.

21.16 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.

21.17 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.

21.18 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.

#### 21.19 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.

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

## 22. **ARBITRATION:**

### 22.1 **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:

- a) 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.
- b) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to 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.

- c) 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.

- d) 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.
- e) 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.
- f) 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.

- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

Number 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)
Up to 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.

- h) 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.
- i) 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.
- j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- l) 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 clause for Settlement of commercial disputes between Central

**Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organizations(s) - Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1 )/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

**24. FORCE MAJEURE:**

- 24.1 In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

- 24.2 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

- 24.3 Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

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

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

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

**27. SET OFF CLAUSE:**

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil



India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

**28. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the 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.

**29. 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).

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

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(Signature of Contractor or his legal Attorney)

-----  
(Full name of signatory)

-----  
(Seal of Contractor's firm)

-----  
(Signature of witness)

\_\_\_\_\_  
(Full name of Signatory)

Address:

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**(Signature of Acceptor)**

**Part-3**  
**SECTION: II**  
**SCHEDULE OF WORK, UNIT AND QUANTITY**

Item No.	Description of Services	UOM	Estimated Quantity
10	<b>Clearing and Grubbing Road Land having thorny jungle By Manual Means :</b> Clearing and Grubbing of area having thorny jungle by Manual Means including uprooting wild vegetation, grass, bushes, shrubs, saplings and trees of girth upto 300 mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, upto a lead of 1000 m including removal and disposal of top organic soil not exceeding 150 mm in thickness complete all as per technical specification clause 201 of Specifications for Rural Roads (First Revision), MORD and as directed.	sqm	7500.00
20	<b>Clearing and Grubbing of area having thorny jungle By Mechanical Means :</b> Clearing and Grubbing of area having thorny jungle by Mechanical Means including uprooting wild vegetation, grass, bushes, shrubs, saplings and trees of girth upto 300 mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, upto a lead of 1000 m including removal and disposal of top organic soil not exceeding 150 mm in thickness complete all as per technical specification clause 201 of Specifications for Rural Roads (First Revision), MORD and as directed.	sqm	147000.00
30	<b>Cutting of Trees of girth above 300 mm to 600 mm &amp; removal of cutting materials lead upto 1000 m :</b> Cutting of trees of girth above 300 mm to 600 mm, including cutting of trunks, branches of and removal of stumps & roots, refilling, compaction of backfilling and stacking of serviceable material by manual means with all lifts & lead upto 1000 m complete all as per technical specification clause 201 of Specifications for Rural Roads (First Revision), MORD and as directed.	Each	250.00
40	<b>Cutting of Trees of girth above 600 mm to 900 mm. &amp; removal of cutting materials Lead upto 1000 m :</b> Cutting of trees of girth above 600 mm to 900 mm including cutting of trunks, branches and removal of stumps & roots, refilling, compaction of backfilling and stacking of serviceable material by manual means with all lifts & lead upto 1000 m complete all as per technical specification clause 201 of Specifications for Rural Roads (First Revision), MORD and complete all as directed.	Each	230.00

Item No.	Description of Services	UOM	Estimated Quantity
50	<b>Cutting of Trees of girth above 900 mm to 1800 mm &amp; removal of cutting materials Lead upto 1000 m :</b> Cutting of trees of girth above 900 mm to 1800 mm including cutting of trunks, branches and removal of stumps & roots, refilling, compaction of backfilling and stacking of serviceable material by manual means with all lifts & lead upto 1000 m complete all as per technical specification clause 201 of Specifications for Rural Roads (First Revision), MORD and as directed.	Each	10.00
60	<b>Cutting of Trees of girth above 1800 mm to 2700 mm &amp; removal of cutting materials Lead upto 1000 m :</b> Cutting of trees of girth above 1800 mm to 2700 mm including cutting of trunks, branches and removal of stumps & roots, refilling, compaction of backfilling and stacking of serviceable material by manual means with all lifts & lead upto 1000 m complete all as per technical specification clause 201 of Specifications for Rural Roads (First Revision), MORD and as directed.	Each	5.00
70	<b>Earthwork in excavation in soil in Hilly area by mechanical means:</b> Excavation in soil in Hilly Area by mechanical means including cutting and trimming of side slopes and disposing of excavated earth with a lift upto 1.5 m and a lead upto 20 m complete all as per Technical Specification Clause 1603.1 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	16200.00
80	<b>Excavation in Ordinary Soil:</b> Excavation in Soil using Hydraulic Excavator and Tippers with disposal upto 1000 m: Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m complete all as per Technical Specification Clause 302.3 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	4050.00
90	<b>Construction of Embankment with Material Obtained from Roadway Cutting:</b> Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of Tables 300.1 and 300.2 complete all as per Technical Specification Clause 301.5 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	2115.00
100	<b>Construction of Subgrade and Earthen Shoulders:</b> Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table 300.2 with lead upto 1000 m complete all as per Technical Specification Clause 303.1 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	10800.00

Item No.	Description of Services	UOM	Estimated Quantity
110	<b>Scarifying &amp; loosening the existing granular/metalled (Water Bound) road surface:</b> Scarifying & loosening the existing granular/metalled (Water Bound) road surface including disposal of rubbish, lead upto 50 m and dressing, levelling & consolidation of the aggregate received from scarifying with power road roller of 8 to 10 tonne capacity to achieve the required grade, line & profile complete all as directed.	sqm	22687.00
120	<b>Granular Sub-base with Well Graded Material By Mix in Place Method using Grading I Material, Table 400.1 :</b> Construction of granular sub-base by providing well graded material (Grading I Material, Table 400.1), spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete all as per Technical Specification Clause 401 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	5515.00
130	<b>Water Bound Macadam Grading II as base course (Using stone screening Type-B 11.2 mm) :</b> Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with smooth wheel roller 80-100 kN in stages to proper grade and camber, applying and brooming, stone screening/binding materials to fill-up the interstices of coarse aggregate, watering and compacting to the required density grading 2 complete all as per Technical Specification Clause 405 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	7306.00
140	<b>Prime Coat (Low porosity):</b> Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means and complete all as per Technical Specification Clause 502 of Specifications for Rural Roads (First Revision), MORD and as directed.	sqm	40416.00
150	<b>Tack Coat :</b> Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom complete all as per Technical Specification Clause 503 of Specifications for Rural Roads (First Revision), MORD and as directed.	sqm	40416.00

Item No.	Description of Services	UOM	Estimated Quantity
160	<b>20 mm thick Open-Graded Premix Carpet By Manual Means using S-90 Bitumen Binder:</b> Providing, laying and rolling of open-graded premix carpet of 20 mm thickness by manual means, composed of 13.2 mm to 5.6 mm aggregates using S-90 penetration grade bitumen to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in a suitable plant, laying and rolling with a three wheel 80-100 kN static roller capacity, finished to required level and grades to be followed by seal coat of either Type A or Type B or Type C complete all as per Technical Specification Clause 508 of Specifications for Rural Roads (First Revision), MORD and as directed.	sqm	40416.00
170	<b>Seal Coat:</b> Providing and laying seal coat By Manual Means for sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type A, complete all as per Technical Specification Clause 510 of Specifications for Rural Roads (First Revision), MORD and as directed.	sqm	40416.00
180	<b>Unlined Surface Drains in Soil:</b> Construction of unlined surface drains of average cross-sectional area 0.40 sqm in soil to specified lines, grades, levels and dimensions by Mechanical Means. Excavated material to be used in embankment with a lift upto 3 m and lead of 50 m (average lead 25 m) complete all as per Technical Specification Clause 307 of Specifications for Rural Roads (First Revision), MORD and as directed.	m	18000.00
190	<b>Lined surface drain of average cross sectional area 0.33 sqm :</b> Construction of lined surface drains of average cross sectional area 0.33 sqm in all type soil to specified lines, grades, levels and dimensions including all necessary earth work, form works, Cement works & back filling and disposal of excess soil complete all per the technical specification and as directed.	m	1000.00
200	<b>Lined surface drain of average cross sectional area 0.201 sqm:</b> Construction of lined surface drains of average cross sectional area 0.201 sqm in all type soil to specified lines, grades, levels and dimensions including all necessary earth work, form works, PCC M20 & back filling and disposal of excess soil complete all per the technical specification and as directed.	m	250.00

Item No.	Description of Services	UOM	Estimated Quantity
210	<b>Dismantling Stone Masonry:</b> Dismantling of existing structures of Rubble Stone Masonry in Cement Mortar like culverts, bridges, retaining walls and other structure comprising of stone masonry, including disposal of unserviceable material and stacking the serviceable material with all lift and lead of 1000 m complete all as per Technical Specification Clause 202 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	24.00
220	<b>Removing all types of Hume pipes of dia above 900 mm</b> and stacking within a lead of 1000 m including Earthwork and Dismantling of Masonry Works complete all as per Technical Specification Clause 202 of Specifications for Rural Roads (First Revision), MORD and as directed.. <b>(Note: The excavation of earth, dismantling of stone masonry work in head walls and protection works is not included which is to be measured and paid separately.)</b>	m	12.50
230	<b>Excavation for Structures:</b> Earthwork in excavation for foundation of structures upto 3 m depth including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom and backfilling with approved material complete all as per drawing , technical specification Clause 1104 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	562.00
240	<b>Providing P.C.C of grade M 15:</b> Providing & laying cement concrete (PCC) of grade M15 with crushed Stone in open foundations complete all as per drawings, technical specifications Clause 802, 803, 1202 & 1203 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	143.00
250	<b>Providing RCC grade M20:</b> Providing concrete of Grade M20 with crushed stone for Reinforced concrete in open foundations complete all as per drawings, technical specifications Clause 802, 803, 1202 & 1203 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	435.00
260	<b>Supplying, fitting and placing TMT (Fe-500 D) reinforcement bar:</b> Supplying, fitting and placing TMT (Fe-500 D) reinforcement bar (From Primary Producer: TATA/ SAIL/ Esser Steel/ Jindal steel/ Shyam steel/ RINL) in foundation complete as per drawings, technical specifications Clauses 1000 & 1202 of Specifications for Rural Roads (First Revision), MORD and as directed.	tonne	10.52
270	<b>BAMBOO PILING:</b> Providing BAMBOO PILING including stiffness etc. using Bhaluka bamboo or big size Jat bamboo at river bank and water logging areas, below the pillow foundation or in any other area, including supply of bamboo and necessary ropes etc. complete all as per drawing and as directed.	m	200.00



Item No.	Description of Services	UOM	Estimated Quantity
280	<b>Brick masonry work in 1:4 cement mortar:</b> Brick masonry work in 1:4 cement mortar complete excluding pointing and plastering complete all as per drawing, technical specifications Clauses 600, 1202 & 1203 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	63.00
290	<b>Providing 15 mm thick plastering with cement mortar (1:4)</b> on brickwork in substructure complete all as per technical specification Clauses 613.4 & 1204 of Specifications for Rural Roads (First Revision), MORD and as directed.	sqm	12.50
300	<b>Providing and Laying 1200 mm dia Reinforced Cement Concrete Pipe NP4 as per design in Single Row:</b> Providing and laying reinforced cement concrete pipe NP4 for culverts on prepared bedding in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets complete all as per drawing, technical specification Clauses 1101 of Specifications for Rural Roads (First Revision), MORD and as directed.	m	12.50
310	<b>Providing and laying of boulder apron</b> laid in wire crates with 4 mm dia GI wire conforming to IS:280 and IS:4826 in 100 mm x 100 mm mesh (woven diagonally) including 10 per cent extra for laps and joints laid with stone boulders weighing not less than 25 kg each complete all as per drawing, technical specifications Clause 1301 of Specifications for Rural Roads (First Revision), MORD and as directed.	cum	600.00
320	<b>Providing and fixing 2.4 m high GI chain link fabric fencing :</b> Providing and fixing 2.4 m high GI chain link fabric fencing (mesh size 50x50 mm & made with 4 mm wire) with MS pipe post of 40 mm internal dia.( Outer dia. 48.3 mm, Thickness 2.9 mm, Wt 2.90 Kg/m) placed every 3 m centre-to-centre founded in M15 grade cement concrete (of size 0.30 m x 0.30m) 0.6 m below ground level, every corner post and post at 30.0 m interval shall be struttred side support post and strengthening the fence with 2 mm dia wire placed at bottom, center & top including fixing of nuts, bolts & washers, earth work in excavation for grouting the post, supply and fixing of the pipe post, applying a priming coat of approved steel primer as to the post, removal of additional excavated materials complete all as per drawing, technical specification and as directed.	m	800.00

Item No.	Description of Services	UOM	Estimated Quantity
330	<b>Providing and erecting main entrance gate:</b> Providing and erecting entrance gate having two hanging wings(leaves) of size 2400 mm x 2400 mm each, fabricated with Chain Link Fabric Fencing Mesh of size 50 mm x 50 mm (made of 4 mm wire) over frame of mild steel hollow square bar of size 40mmx40mm (Thickness 3.20 mm, weight 3.49 kg/m), hanging on mild steel Hollow Square Section (100mm x 100mm x 4 mm, wt.: 11.73 Kg/m) as in post firmly grouted to the ground with M15 grade cement concrete of size 750 x750 x 900 mm including necessary earth work in excavation, hanging & locking arrangement and painting with two coats of aluminum paint over a steel priming coat complete all as per the drawing, technical specification and as directed.	Each	1.00
340	<b>Providing and erecting emergency exit gate:</b> Providing and erecting emergency exit gate at the designated place having one hanging wing(leaf) of size 2400 mm x 2400 mm, fabricated with chain link fabric fencing mesh of size 50 mm x 50 mm (made of 4 mm wire) over frame of mild steel hollow square bar of size 40mmx40mm (Thickness 3.20 mm, weight 3.49 kg/m), hanging on mild steel Hollow Square Section (100mm x 100mm x 4 mm, wt.: 11.73 Kg/m) as in post firmly grouted to the ground with M15 grade cement concrete of size 750 x750 x 900 mm including necessary earth work in excavation, hanging & locking arrangement and painting with two coats of enamel paint over a steel priming coat completed all as per the drawing, technical specification and as directed.	Each	2.00
350	<b>Providing and erecting mild steel sign board of size 1000 mm x 600 mm:</b> Providing and erecting steel sign board of size 1000 mm x 600 mm having clear height of 2.00 m from the ground level to the bottom of the board, fabricated with 1.6 mm thick mild steel sheet over a frame of mild steel angle of size 25 x 25 x 3 mm, supported on a MS hollow square bar post of size 40mmx40mm (Thickness 3.20 mm, weight 3.49 kg/m) firmly grouted to the ground with M15 grade cement concrete of size 450 x 450 x 600 mm including necessary earth work in excavation, and painting with two coats of enamel paint over a steel priming coat, printing letters completed all as per the drawing, technical specification and as directed.	Each	4.00
360	<b>Providing 400 mm dia. RCC M-25 grade pile:</b> Providing, driving with hydraulic piling rigs with power units and installing driven cast-in-situ reinforced cement concrete piles of grade M-25 of 400 mm diameter and length below the pile cap, to carry safe working load not less than specified, including the cost of steel reinforcement, the cost of shoe and the length of pile to be embedded in the pile cap, necessary cost of drilling mud, mobilization & demobilization of rig with power unit etc. complete all as per drawing, technical specification and as directed.	m	168.00



Item No.	Description of Services	UOM	Estimated Quantity
	(Length of pile for payment shall be measured from top of shoe to the bottom of pile cap).		
370	<b>Providing 6 mm thick plastering with cement mortar 1:3(1 cement: 3 fine sand)</b> complete all as per technical specification and as directed.	sqm	573.00

**Notes:**

1. The price/rate(s) quoted by the Bidders against each item above will be inclusive of all statutory liabilities, taxes excluding PF & GST (IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable).
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including all statutory liabilities excluding PF & GST (CGST & SGST/UTGST or IGST) as indicated in the price bid\*
3. Refer to GCC for details of GST.
4. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
5. Above requirements are to be read in conjunction with the Scope of Work/Terms of Reference of the Tender Document. Before quoting the rates, the bidders are requested to visit and inspect the site of work at their own cost and fully acquaint themselves with the existing site conditions, approaches available and its surroundings for proper bidding of the rates. Nothing extra over and above the unit rate tendered shall be payable to the contractor for any site difficulties involved during executing the work. Cost element for all such facts shall be inclusive in the tendered rates.
6. The Contractor must quote considering the prevailing minimum labour wage rate for each day of work.
7. The bidders should quote their rates against individual items as specified in Schedule of Works (Part-II) . In case of any identical situation, the L-1 bidder will be decided through draw of lots.
8. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be rejected straightway. Any incomplete submission of the Price Bid Format shall make the bidders liable for rejection straightway.

**9. Wage component of the work under tender is 22.5%**

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**Part-3**  
**SECTION - III**  
**SPECIAL CONDITIONS OF CONTRACT**

**WORKS CONTRACT**

**DESCRIPTION OF WORK/SERVICES: Construction of Approach road, Culvert, Plinth, Road over Plinth, Eff-pit, Flare pit, CC/RCC foundation etc. to suit E 1400/2000 AC/SCR Rig including supply of all materials & equipment for location ODHA, Dima Hasao, Assam under Block AA-ONHP-2018/3**

- 1.0** The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC
- 2.0** This section establishes the scope and schedule for the work to be performed by Contractor in the designated location and describes references, specifications, instructions, standards, other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work. For detailed literature on the Clauses & Tables mentioned against the items, the bidder may refer to "Specifications for Rural Roads (First Revision) published by Indian Road Congress, January 2014.

**3.0 BASIC INFORMATION OF THE AREAS AND LOGISTICS:**

- 3.1** The proposed drilling location ODHA under OALP-II & III (block no. AA-ONHP-2018/3) is situated near the village Chota Manja of Dima Hasao District of Assam. The road of length 9 km to the location ODHA originates on the left side of Lumding -Silchar (NH-27) 4 lane road near Ardaopur village and the approximate distance to Ardaopur from Lumding Railway station is 28 km.
- 3.2** Co-ordinates of the location as per Lambert Tangential Assam:

**Long. 93 Degree 09 Minute 44.15 Second E**  
**Lat. 25 Degree 33 Minute 52.95 Second N**

- 3.3** Contractor shall with prior permission of Company, visit the location during the tender period at its own expense and liability. Company accepts no liability or responsibility for any such visits. Contractor acknowledges the risks associated with such visits and will coordinate the local authorities/ police to obtain any required approvals to visit the location themselves.

**4.0 SOR & INTERNAL ESTIMATE:**

The internal estimate is prepared based on Schedule of Rates for Rural Roads for all Divisions under PWRD, Assam 2020-21, CPWD Schedule of Rates (DSR-2019) & OIL Schedule of Rates (w.e.f 05.11.2020).

## 5.0 SCOPE OF WORK:

- 5.1 Brief specifications are given here under for general guidance purpose of the bidders. The job scope includes to construction of approach road, drilling plinth, road over plinth, effluent pits, RCC pillows & foundations, drains, fencing, earth retaining structures, drains & culverts etc. as per detailed drawings/layouts and the specifications. Bidders are required to quote rates taking into consideration of all aspects as per site requirements/environment and specifications enclosed along with the item of tender document. Quoted Rates shall be inclusive of all materials and labour and other taxes & levies. Water and Power shall have to be arranged by the Contractor for execution of the tendered work.
- 5.2 The Contractor shall be responsible to complete the entire work in all respects and also any other works necessary to complete the job though especially not covered in the scope of work.
- 5.3 In general, the scope of work covers the following in hilly and Mountainous terrain but not limited to:
- A) APPROACH ROAD (FROM ARDAOPUR VILLAGE TO DRILLING LOCATION SITE OF LENGTH 9 KM):
- a) Clearing and grubbing of road land including uprooting wild vegetation, grass, brushes, shrubs, saplings and trees of girth up to 300 mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials, stacking of serviceable materials to be used or auctioned and removal and disposal of top organic soil not exceeding 150mm in thickness.
  - b) Cutting of trees of girth above 300 mm including cutting of trunks, branches and removal & stacking of cut materials at the designated place.
  - c) Scarifying & loosening the existing granular/metalled (Water Bound) road surface including disposal of rubbish, dressing, levelling & consolidation of the aggregate received from scarifying with power road roller to achieve the required grade, line & profile.
  - d) Construction of 150 mm thick Granular Sub-base layer with Well Graded Material in Hard-crust and passing places.
  - e) Construction of two layers of Water Bound Macadam Grading II of thickness 75 mm as base course in Hard-crust and passing places.
  - f) Construction of 20 mm thick Open-Graded Premix Carpet using Bituminous Binder including applying of prime coat, tack coat & seal coat.
  - g) Construction of unlined road side drains of av. Cross sectional area 0.40 Sqm.
  - h) Providing and laying RCC Hume pipe NP4 for culverts as per design in single row including dismantling existing structure, earth work in foundation, CC bedding, boulder masonry work & cement plastering in face & parapet wall etc.
  - i) Earth work for construction of sub-grade & earthen shoulder.
  - j) Construction of passing places at the indicated places.
  - k) Excavation in soil in hilly area by mechanical means in required places.
  - l) Construction of lined surface drains of average cross-sectional area 0.33 sqm
- B) DRILLING PLINTH:
- a) Clearing and grubbing of road land including uprooting wild vegetation, grass, brushes, shrubs, saplings and trees of girth up to 300mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials, stacking of serviceable materials to be used or auctioned and removal and disposal of top

- organic soil not exceeding 150 mm in thickness.
- b) Cutting of Trees of Girth above 300 mm including cutting of trunks, branches and removal & stacking of cut materials at the designated place.
  - c) Construction of embankment in plinth & earthen bundh around the effluent pit.
  - d) Construction of road over plinth & hard standing area by providing 150 mm layer of WBM over 150 mm Granular Sub-base layer over the compacted soil.
  - e) Earth work in excavation for construction of effluent pit.
  - f) Construction of lined drains average cross-sectional area 0.33 sqm & 0.201 sqm for disposal of rain water and drilling fluid from the plinth.
  - g) Providing and laying of boulder apron as in protection work.
  - h) Providing & erecting 2.4 m CAHIN LINK FEBRIC FENCING fixed with MS pipe posts at plinth boundary including erecting of one number of main entrance gate size 4.8 m x 2.4 m having (Double leaf) and two numbers of emergency exit gate of size 2.4 m x 2.4 m (Single leaf) with necessary locking arrangement.
- C) FOUNDATION:
- a) Construction of various foundations like pump, PCR, power pack, derrick leg, pillows for various tanks, Cellar etc. including necessary earth work in excavation, cutting bending & fixing TMT reinforced bar, form work, CC work as in bed, RCC work, back filling and curing etc.
  - b) Construction of brick Retainer pit with RCC post & beam support including necessary earth work in excavation.
- D) OTHERS:
- a) Providing and erecting steel sign board of size 1000 mm x 600 mm at the designated place.
- E) OPTIONAL ITEM:
- a) Construction of 400 mm dia. Cast in situ RCC pipe of grade M-25 including supply of all necessary hydraulic piling rigs with power units, steel reinforcement, shoe etc.

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

- i) The contractor shall use pump if needed for dewatering for excavation job for which no extra payment will be made.
- ii) Watch and ward, loss or damage to Company's property's theft and other incidental charges shall be Contractor's responsibility.
- iii) Efficient workmen to be engaged by the Contractor.
- iv) The Contractor's representative should report to Engineer-in-Charge on all working days at 7.30 AM for day to day work for instruction.
- v) The contractor should submit the work program in the form of a bar chart within 3 days of receipt of work order & contractor shall be capable to work during rainy seasons also.
- vi) In carrying out the Work, Contractor shall cause as little disturbance or interruption as possible to operations of other Contractor(s) so that Company's overall programme is achieved.
- vii) Before execution of works, sample of all the materials to be supplied by the contractor shall be submitted to the Engineer-in-Charge for its approval. Manufacturer's test certificate against the reinforcement bar, Cement, HP culvert, Bitumen & bitumen emulsion etc. shall be submitted along with the sample. The testing of all construction materials used shall be done in approved Govt. agency before its use and the Contractor will be required to submit the test report of the

- construction materials including furnishing the cube test report of RCC. The total expenditure of the tests will be borne by the Contractor.
- viii) 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.
  - ix) 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.
  - x) 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.
  - xi) Water and electricity required for execution of work shall be arranged by the Contractor at his own cost.
  - xii) The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
  - xiii) 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.
  - xiv) The contractor will be required to work expeditiously at the site and must visit the site before tendering.
  - xv) 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.
  - xvi) The contractor should keep daily report (Work-diary), site order book, hindrance register and any other register required for records purpose shall be maintained at site.
  - xvii) Quantity of cement used will be calculated as per CPWD standard.
  - xviii) The security of materials & machineries (both contractor`s as well as company`s issued to the contractor in connection with the work) is responsibility of the contractor, for which no extra payment will be made.
  - xix) The contractor shall have to carry out all jobs as per specification/procedures mentioned in the item description and as per the direction of Engineer-in-Charge.
  - xx) All the optional items of works would be executed on call basis, if need arises. Contractor shall arrange for execution of such items within 72 hours from the issue of work advice against such items of work.
  - xxi) On completion of the work in the area of construction, Contractor shall remove from the site all Contractor's equipment, appliances, tools and surplus materials and shall clear away any rubbish generated by the operations of Contractor and will leave the site clean and tidy.
  - xxii) OIL's internal estimate is based on latest SoR Rural Road,PWRD/OIL/CPWD exclusive of PF (Provident Fund) and GST. Bidder must quote their rate inclusive of all statutory tax liability excluding PF and GST.
  - xxiii) All the measurements of executed work shall be done jointly by the representative of Company and Contractor. Contractor shall provide a civil survey team equipped with all necessary equipment & tools for this purpose at his own cost and no extra payment shall be made against the same.
  - xxiv) The contractor has to work during Rainy seasons also.
  - xxv) If materials supplied / used by Contractor is not up to the desired specification or inferior (but acceptable) in quality, payment will be made by deducting suitably as per the actual usages of materials at site by incorporating the rates of the material used.
  - xxvi) **Before signing the contract, a successful bidder shall submit an undertaking**

as per format attached as PROFORMA-U, if applicable, that he will obtain a Valid Trade License/No Objection Certificate from the concerned Autonomous Council for executing the contract and submit a copy of the same to OIL before commencement of the work.

xxvii) Bidder must not sub-contract any part of the work under tender to any other entity.

**7.0 MINIMUM NUMBERS OF EQUIPMENT/ MACHINERIES IN GOOD OPERATIONAL CONDITION REQUIRED TO BE SUPPLIED BY THE CONTRACTOR CAPABLE OF PROVIDING UNINTERRUPTED SERVICES UNDER THE CONTRACT AS AND WHEN REQUIRED FOR SUCCESSFUL COMPLETION OF THE WORK:**

- a) Hydraulic Excavator: 2 Numbers
- b) Dumper: 4 Numbers
- c) Truck: 1 Number.
- d) Grader: 1 Number
- e) Water Tanker (Mini 6000 litre capacity): 1 Number.
- f) Mixture Machine: 2 Numbers.
- g) Concrete needle Vibrator: 2 Numbers.
- h) Sump pump: 2 Numbers.
- i) Smooth wheel Road Roller (8-10 T Capacity): 2 Numbers
- j) Vibratory Earth Compactor: 1 Number.
- k) Movable Mini Hot Mix Plant: 2 Numbers.
- l) Air Compressor Machine: 1 Number.
- m) Bitumen pressure distributor: 1 Number.

**8.0 KEY PERSONNEL:**

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

- a) Project Engineer (Civil): 1 no. of Graduate Civil Engineer with at least 4 years of work experience or Diploma Civil Engineer with at least 8 years in similar field. He will be responsible for taking technical decision in consultation with the Engineer-in-Charge. He will also have to ensure timely completion of the work.
- b) Site Engineer (Civil): 1 no. of Diploma Engineer (Civil) with at least 5 years of work experience in similar field. He will guide, supervise, co-ordinate and monitor the progress of work.
- c) Safety officer: 1 number of Safety officer with at least 3 years of work experience in similar field. He will guide, supervise, co-ordinate, monitor and responsible to all HS&E related issues during the progress of work.

**9.0 CIVIL SURVEY TEAM:**

Contractor shall provide a civil survey team equipped with all necessary survey machines & tools for fixing layouts, lines, grades, recording of initial & final RLs

of the earth and other works and measuring the executed works etc. at his own cost and no extra payment shall be made against the same.

#### **10.0 SITE OFFICE:**

Contractor shall construct a well-furnished temporary site office with attached toilet at site at his own cost and no extra payment shall be made against the same.

#### **11.0 SITE LABORATORY:**

The Contractor shall set up a field laboratory with necessary equipment for testing of all materials, finished products used in the construction as per requirements of conditions of contract and the relevant specifications and as directed by Engineer-in-Charge at his own cost and no extra payment shall be made against the same.

#### **12.0 TECHNICAL SPECIFICATION:**

Contractor shall execute all the works in accordance with good practice for achieving high standards of workmanship, safety and durability of the structure/finished product in guidance with the clauses of "Specification for Rural Roads (First Revision), Ministry of Rural Development" mentioned in the respective items of works and as directed by the Engineer-in-Charge and the few composite works shall be executed as per the following Technical Specifications:

##### **12.1 CHAIN LINK FABRIC FENCING WITH GATES:**

The fencing work shall comprise of fixing of GI chain link fabric fencing with firmly grouted MS pipe posts including one entrance gate of size 4.8 m x 2.4 m and two emergency gates of size 2.4 m x 2.4m as shown in the drawing(s) or as directed by the Engineer in Charge.

##### **A) Fencing:**

- a) The height of fence shall be 2.4 m above the ground level.
- b) GI chain link fabric fence shall be of mesh size 50 mm x 50 mm made with 4 mm dia. GI wire.
- c) The fencing posts shall be of 40 mm internal dia. (Outer dia. 48.3 mm, Thickness 2.9 mm, Wt 2.90 Kg/m) MS pipe placed at every 3 m centre-to-centre founded in M15 grade cement concrete (of size 0.30 m x 0.30m) 0.6 m below ground level.
- d) Every corner post, post at 30.0 m interval & last but one end post shall be strutted with side support post at both sides and end post shall be strutted at one side.
- e) For strengthening the fence, 2 mm dia. wire placed at bottom, center & top shall be fixing firmly with necessary nuts, bolts & washers etc.
- f) Measurement of the completed fencing work in all respect shall be in running meter.

##### **B) Entrance Gate:**

- a) The entrance gate shall be of size 4.80 m x 2.4 m having two hanging wings (leaves)

of size 2400 mm x 2400 mm each, fabricated with Chain Link Fabric Fencing Mesh of size 45 mm x 45 mm over a rectangular iron frame fabricated with mild steel angle of size 75 x 75 x 6 mm. Two numbers of cross bracing of mild steel flat of size 75 x 6 mm shall be provided for proper stability of the gate frame. Gusset plate of suitable size shall be provided at joints.

- b) Gate frame shall be provided with all the necessary hanging & locking arrangement.
- c) One number of Mild steel Hollow Square Section (100mm x 100mm x 4 mm, wt.: 11.73 Kg/m) firmly grouted to the ground with M15 grade cement concrete of size 750 mm x 750 mm x 900 mm shall be provided for hanging each gate leaf. Necessary assembly for hanging the gate at suitable place shall be fixed at the post.
- d) The gate shall be properly painted with two coats of enamel paint over a steel priming coat.
- e) The rate of gate shall be inclusive of all the materials, fabrication, hanging of leaves, grouting job for post and painting complete etc.
- f) Measurement of gate shall be made in number against the completed job in all respect. No payment shall be made against the partially completed job.

C) Emergency Exit Gate:

- a) The emergency exit gate shall be of size 2.40 m x 2.4 m having one hanging wing (leaf), fabricated with Chain Link Fabric Fencing Mesh of size 45 mm x 45 mm over a rectangular iron frame fabricated with mild steel angle of size 75 x 75 x 6 mm. Two numbers of cross bracing of mild steel flat of size 75 x 6 mm shall be provided for proper stability of the gate frame. Gusset plate of suitable size shall be provided at joints.
- b) Gate frame shall be provided with all the necessary hanging & locking arrangement.
- c) One number of Mild steel Hollow Square Section (100mm x 100mm x 4 mm, wt.: 11.73 Kg/m) firmly grouted to the ground with M15 grade cement concrete of size 750 mm x 750 mm x 900 mm shall be provided for hanging each gate leaf. Necessary assembly for hanging the gate at suitable place shall be fixed at the post.
- d) The gate shall be properly painted with two coats of enamel paint over a steel priming coat.
- e) The rate of gate shall be inclusive of all the materials, fabrication, hanging of leaf, grouting job for post and painting complete etc.
- f) Area in front of emergency gate shall be properly dressed & uniform for smooth exit during the emergency.
- g) Measurement of gate shall be made in number against the completed job in all respect. No payment shall be made against the partially completed job.

12.2 STEEL SIGN BOARD:

- a) The size of steel sign board shall be of size 1000 mm x 600 mm having clear height of 2.00 m from the ground level to the bottom of the board.
- b) Board shall be fabricated with 1.6 mm thick mild steel sheet over a frame of mild steel angle of size 25 x 25 x 3 mm, and a mild steel hollow square bar of size 40 mm x 40 mm (Thickness 3.20 mm, weight 3.49 kg/m) shall be welded properly with the board to act as post.
- c) The post shall be firmly grouted to the ground with M15 grade cement concrete of size 450 x 450 x 600 mm.



- d) Two coats of enamel paint of white shed shall be applied to the board & post over a coat of steel primer.
- e) The back ground of the board shall be white colour shed and printing of letter shall be done as per the description supplied by the Engineer-in-Charge with yellow colour florescent paint.
- f) The rate of sign board shall be including all materials, earth work in excavation & PCC for grouting of post, painting, printing letters completed all as per the drawing, technical specification and as directed.
- g) Measurement of the sign board shall be done in number against the completed job in all respect. No payment against the partially completed job shall be made.

### 12.3 LINED SURFACE DRAIN:

- a) Scope This work shall consist of constructing lined surface drains in accordance with the requirements of these specifications and to the lines, grades, dimensions and other particulars shown on the drawings or as directed by the Engineer.
- b) Schedule of work shall be so arranged that the drains are completed in proper sequence with road/ plinth works to ensure that no excavation of the completed road works is necessary subsequently or any damage is caused to these works due to lack of drainage.
- c) Excavation for the drain shall be executed to the specified lines, grades, levels and dimensions to the requirements of Clause 302. The excavated material shall be removed from the area adjoining the drains and if found suitable, utilised in embankment/sub-grade construction. All unusable material shall be disposed of as directed. The excavated bed and sides of the drains shall be dressed to bring these in close conformity with the specified dimensions, levels and slopes.
- d) Lining of drain shall be done with 100 mm thick plain cement concrete of M-20 grade complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203 of Specification for Rural Roads (First Revision), Ministry of Rural Development using crushed Stone aggregate in accordance with details shown on the drawings.
- e) All works on drain construction shall be planned and executed in proper sequence with other works as approved by the Engineer, with a view to ensuring adequate drainage for the area and minimizing erosion/ sedimentation.
- f) Payment and Measurement for surface drains shall be per running metre length of the drain.
- g) Disposal of surplus material beyond 1000 m shall be measured in cubic metres.
- h) The Contract unit rates for lined surface drains shall be payment in full for all items, such as, excavation, dressing the sides and bottom; providing lining, etc. including full compensation for all materials, labour, tools and other incidentals to complete the work as shown on the drawings with all leads and lifts except for removal of unsuitable material for which the lead shall be 1000 m. Provision of inlets, outlets, etc. whenever required shall be incidental to construction of drain. The Contract unit rate for disposal of surplus and unsuitable material beyond the initial 1000 m lead shall be in accordance with Clause 305.5.3 Specification for Rural Roads (First Revision), Ministry of Rural Development.

### 12.4 6 MM CEMENT PLASTER:

- a) 6 mm thick plastering shall be done on concrete surface only when it is shown on the drawings and when directed by Engineer-in-Charge.
- b) Mortar shall be a homogeneous mixture cement & course sand with 1:3 ratios by volume.

- c) Before lying of plaster, surface shall be properly wetted to require level.
- d) All plastered work shall have the date of plastering marked on it for keeping a watch for proper curing. Curing shall be started as soon as the mortar of pointing/plastering has hardened sufficiently so as not to be damaged during curing. It shall be kept wet for a period of at least seven days. During this period, it shall be suitably protected from all damages. Any surface with mortar which has become dry, white or powdery due to neglect of curing shall be removed and rebuilt as directed by the Engineer. Any stain appearing during watering of surface shall be removed.
- e) Payment of the completed job shall be measured in square meter and rate shall be including all materials, labours & equipment required to complete the job in full.

#### **12.5 SCARIFYING & LOOSENING THE EXISTING GRANULAR/METALLED (WATER BOUND) ROAD SURFACE:**

This work shall consist of scarifying & loosening the existing granular/ metalled (Water Bound) road surface including disposal of rubbish and dressing, levelling & consolidation of the aggregate received from scarifying with road roller to achieve the required grade, line & profile complete all as directed by Engineer-in-Charge.

- a) The surface shall be scarified to a minimum depth of 50 mm by suitable means.
- b) All the dirt, dust, caked up mud, slush, animal droppings, vegetation and all other rubbish shall be removed from the surface and disposed of up to a lead of 50 m as directed by the Engineer-in-Charge.
- c) After completion of scarification and removal of unserviceable materials/rubbish, aggregate received from scarifying shall be uniformly spread over the surface and surface shall be properly dressed and levelled to the required camber & slope and consolidation with power road roller of minimum capacity 8 to 10 tonne.
- d) The finished work shall be measured between the kerb or channel stones or brick edging etc. as the case may be. Length and breadth shall be measured correct to a cm. The area shall be calculated in square metres correct to two places of decimal.
- e) The rate shall include the cost of labour and materials involved in all the operations described above.

#### **12.6 ROADS & BUILDING MATERIALS:**

- a) All the materials to be used in the work shall conform to the specifications mentioned on the drawings and the specifications for relevant items of work laid down in section 2000 of "SPECIFICATIONS FOR RURAL ROADS (FIRST REVISION)". If any material, not covered in these Specifications, is required to be used in the work, it shall conform to relevant Indian Standards, if there are any, or to the requirements specified by the Engineer-in-Charge.
- b) All the required material tests are to be carried out by the vendor/contractor as per the instruction of Engineering-in-Charge for which no extra payment will be made.

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

- i) The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the

equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be 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 safety related instruction given by representative of OIL.

- ii) The Contractor shall ensure complete safety of the personnel and all the equipment engaged by him. They shall take full responsibility of their safety.
- iii) Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- iv) Contractor 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 omission at work. The contractor must cooperate with his/her employee or other persons as 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.
- v) The Contractor may frame a mutually agreed bridging document if required between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- vi) 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/her men every day for the work, punctually.
- vii) Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, 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 use the proper PPE while at work. Contractor employees should be encouraged for proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
- viii) All safety gears as per requirement of job are to be provided to the working personnel before commencement of the work.
- ix) Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly mention the risk arising to men, machineries & material from the operations to be done by the Contractor and how it is to be managed. However; in case of any

doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

- x) Contractor has to ensure that all work is carried out in accordance with the SOP and for the purpose he may deploy competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- xi) In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- xii) Necessary cold and hot work permits, wherever applicable, including excavation clearance and permission for working at height, Confined Space Entry are to be obtained by the competent person of the Contractor from Installation Manager before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- xiii) If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- xiv) The Contactor or his representative shall arrange tool box meetings and regular site safety meetings and maintain records.
- xv) Contractor should ensure that all his personnel deployed are of sound health and medically fit as per the requirement of the job. The Contractor shall not engage minor labor below eighteen (18) years of age under any circumstances.
- xvi) OIL will communicate all information to the Contractor or his authorized representative only. Contractor shall submit details of authorized representative wherever applicable.
- xvii) The Contractor shall have to report all incidents including near miss to the representative of OIL.
- xviii) 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.
- xix) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor.
- xx) The Contractor should prevent frequent change of his deployed employees as far as practicable. However, if OIL's Engineer In Charge found any person not suitable for the job, the Contractor has to remove the person and replace a suitable person.
- xxi) Necessary sign-board / warning signals like "caution", "hot work in progress", "men at work", emergency telephone numbers etc. should be used wherever applicable. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- xxii) Barricading of area to be done with reflecting tapes as applicable during work.
- xxiii) The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site.

- xxiv) Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
  - xxv) 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.
  - xxvi) In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, appropriate action will be initiated against the Contractor.
  - xxvii) Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
  - xxviii) 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.
  - xxix) Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
  - xxx) Job specific additional HSE points pertaining to Electrical jobs shall be added as per requirement.
- 14.0** The contractor shall deposit the PAN and GST registration number (if applicable, as per Statutory GST Regulations) as and when required by the Company. If the above are not available with the contractor, the contractor must apply for the same after signing of the Contract and submit the same within 45 days of signing the contract (or as and when advised by the Company, after 45 days of signing of the contract). Moreover, the contractor shall adhere to the statutory guidelines of Goods and Service Tax (GST).
- 15.0** A **Hindrance Register** shall be maintained in the enclosed Format (**Proforma-R**) to record all hindrances encountered during execution of the works against the contract. The items of works affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.
- 16.0** Company reserves the right to initiate actions against the bidder/contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy dated 6th. Jan 2017 available at OIL's website.
- 17.0** Defect liability period shall be 6 months beyond the date of completion of works

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

## **18.0 CONTRACTOR'S RISKS:**

All risks of loss of or damage to physical property and of physical injury and death to the personnel, which arise during the course of and in consequence of the performance of the contract, are the responsibility of the contractor.

## **19.1 INDEMNITY AND INSURANCE:**

19.1 The contractor shall provide suitable insurance coverage from the date of issuance of work order to the end of defect liability period of the contract for the following events which are due to the contractor's risks, irrespective of whether such loss or damages are caused on account of negligence of the Contractor or their personnel.

- (a) Loss of or damage to the works, plants and materials.
- (b) Loss of or damage to the equipment.
- (c) Loss of or damage of property (except the works, plant, materials & equipment) in connection with the contract.
- (d) Physical injury or death of all his manpower deployed by him.

In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim.

19.2 The policies and certificates for insurance shall be submitted by the contractor to the engineer in charge before the issuance of Work Order. In case, the Contractor fails to arrange the Insurance or arranges insufficient insurance, for the events, as mentioned above against any or all insurable risks, the Contractor shall be solely liable for loss or damage arising from such events or causes.

19.3 Contractor shall at his own expense arrange, secure, maintain and renew insurance for the events mentioned above throughout the contract period including the defect liability period.

## **19.4 Indemnity Agreement:**

The Contractor shall at times indemnify and keep indemnified the Owner and its personnel from and against all third party claims whatsoever, including but not limited to property loss and damage, personnel accident, injury or death of or to property or person and any sub-contractor or agents of the contractor or Company.

## **20.0 NOTICES:**

Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below:

**Company**

**For technical and contractual matters:**

Head of the Department  
Frontier Basin Project  
Oil India Limited  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**END OF SECTION-III**

**Part-3**  
**SECTION IV**  
**SCHEDULE OF COMPANY'S PLANTS, MATERIALS AND EQUIPMENT**

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

**END OF SECTION-IV**  
**&&&**



**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY**  
**(To be submitted on official letter head)**

**TO**  
**M/s OIL INDIA LIMITED**  
**P.O. DULIAJAN-786602**  
**Assam, India**

**Sir,**

**SUB: OIL's IFB No. CNI8579P22**

M/s\_\_\_\_\_, having registered office at\_\_\_\_\_intends to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, we hereby certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s\_\_\_\_\_have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having  
nos. of pages.

**Note:** In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

**Authorised Person's Signature:**

**Name:**

**IFB No. CNI8579P22**

**PROFORMA-B**

### **PRICED BID FORMAT**

**THE PRICE BID FORMAT IS ATTACHED UNDER “NOTES AND ATTACHMENTS”  
TAB OF THE OIL’s E-TENDER PORTAL**

**ပိပိပိပိပိပိပိပိ**

**BID FORM**

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

**IFB No. CNI8579P22**

*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 work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

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

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 (One Hundred Twenty) days** from the actual date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

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

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

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

**Seal of the Bidder:**

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

**IFB No. CNI8579P22**

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>

**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.

**Bid Security Declaration**  
(to be submitted on Bidder's letter head)

**M/s. Oil India Limited**

.....,  
.....

**IFB No. CNI8579P22**

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a Bid Security, which is in the form of a Bid-Securing Declaration.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, we will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

**Name and Signature of  
Authorized Signatory and Company Seal**

**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. \_\_\_\_\_ and the Contractor accepted the same vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

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) PART-I indicating the General Conditions of this Contract;

**Page No.2**

- (b) PART-II indicating the Schedule of work, unit, quantities & rates;  
(c) PART-III indicating the Special Conditions of Contract;

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.

**PROFORMA LETTER OF AUTHORITY**

To:

Head of the Department  
Frontier Basin Project  
Oil India Limited  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

Sir,

**IFB No. CNI8579P22**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.



**AUTHORISATION FOR ATTENDING BID OPENING**

TO,  
**HOD (BM-Frontier)**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

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

Sir,

**IFB No. CNI8579P22**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Duliajan on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

**&&&&&&&&**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

**IFB No. CNI8579P22**

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 \_\_\_\_\_ are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR Crores	<b>NET WORTH</b> In INR Crores

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

**To**

Head of the Department  
Frontier Basin Project  
Oil India Limited  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

**SAFETY MEASURES**

**IFB No. CNI8579P22**

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 authorised persons who would be supervising the jobs on day to day basis from our end are the following:

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

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

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS mentioned in Part-3, Section-III (Special Conditions of Contract)

(Seal)

Date\_\_\_\_\_

Yours Faithfully

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

FOR & ON BEHALF OF CONTRACTOR

## **INTEGRITY PACT**

Between

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

And

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

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **Construction of Approach road, Culvert, Plinth, Road over Plinth, Eff-pit, Flare pit, CC/RCC foundation etc. to suit E 1400/2000 AC/SCR Rig including supply of all materials & equipment for location ODHA, Dima Hasao, Assam under Block AA-ONHP-2018/3 [IFB No. CNI8579P22]**. 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:

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

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

## **Section: 2 -Commitments of the Bidder/Contractor**

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
  - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

### **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. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

### **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. 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 / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the**



**responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.**

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.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

.....  
**For the Principal**

Date :

Place :

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

Witness 1: .....

Witness 2: .....

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

**&&&&**

**BIDDERS'S EXPERIENCE STATEMENT DURING LAST SEVEN YEARS UPTO THE  
ORIGINAL BID CLOSING DATE**

**Tender No:** \_\_\_\_\_

Sl. No.	Description of service	LOA/Work Order No. & Date	Full Postal Address, Email & phone No. of the client	Value of Contract (Specify the currency)	Location of work/service	Commen- -cement Date of the service	Date of completion of contract / Service

\*Add more rows, if required

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

*(Affix Seal of the Organization here)*

**To,**

Head of the Department  
Frontier Basin Project  
Oil India Limited  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: IFB No. CNI8579P22**

**Sir,**

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

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

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

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

**Certificate of Compliance of FINANCIAL CRITERIA:**

**IFB No. CNI8579P22**

**Ref Note B. of the Clause 3.0 of the Bid Evaluation Criteria**

I ..... the authorized signatory(s) of .....  
(Company or firm name with address) do hereby solemnly affirm and declare /  
undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_  
(as the case may be) has actually not been audited as on the Original Bid Closing  
Date.**

Place: .....

Date: .....

Signature of the authorized signatory

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

**Format of Declaration/Undertaking by bidder towards percentage of Local Content in works offered**

(To be submitted on Bidder's letter head)

**To,**

Head of the Department  
Frontier Basin Project  
Oil India Limited  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

**Sub: PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)**

Dear Sirs,

I/We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ % as per Clause No. 2.5 & 4.4 (a) of the policy vide Letter No. **FP-20013/2/2017-FP-PNG dated 17th November, 2020** of MoPNG to bid against **Tender No. CNI**\_\_\_\_\_.

The percentage of local content in the bid is \_\_\_\_\_%.

Yours faithfully,

For (Name of the firm \_\_\_\_\_)

Signature of Authorised Signatory/ POA

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here)

**FORMAT FOR HINDRANCE REGISTER**

Description of Project : Contract No. & Date .....

Scheduled Completion Date.....  
Contractor's Name : .....

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

**(On Bidder's letter head)****Tender No. CNI8579P22**

**DESCRIPTION OF WORK/SERVICES:** Construction of Approach road, Culvert, Plinth, Road over Plinth, Eff-pit, Flare pit, CC/RCC foundation etc. to suit E 1400/2000 AC/SCR Rig including supply of all materials & equipment for location ODHA, Dima Hasao, Assam under Block AA-ONHP-2018/3

**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. **CNI8579P22**

**List of Equipment and Machineries**

<b>Sl. No.</b>	<b>Equipment/Machineries</b>	<b>Qty.</b>
<b>1.</b>	<b>Hydraulic Excavator</b>	<b>2 Nos.</b>
<b>2.</b>	<b>Dumper</b>	<b>4 Nos.</b>
<b>3.</b>	<b>Truck</b>	<b>1 Nos.</b>
<b>4.</b>	<b>Grader</b>	<b>1 Nos.</b>
<b>5.</b>	<b>Water Tanker (Mini 6000 L capacity)</b>	<b>1 Nos.</b>
<b>6.</b>	<b>Mixture machine</b>	<b>2 Nos.</b>
<b>7.</b>	<b>Concrete Needle Vibrator</b>	<b>2 Nos.</b>
<b>8.</b>	<b>Sump Pump</b>	<b>2 Nos.</b>
<b>9.</b>	<b>Smooth Wheel Road Roller (8-10 T Capacity)</b>	<b>2 Nos.</b>
<b>10.</b>	<b>Vibratory Earth Compactor</b>	<b>1 Nos.</b>
<b>11.</b>	<b>Movable Mini Hot Mix Plant</b>	<b>2 Nos.</b>
<b>12.</b>	<b>Air Compressor Machine</b>	<b>2 Nos.</b>
<b>13.</b>	<b>Bitumen pressure distributor</b>	<b>1 Nos.</b>

**Authorised Person's Signature: \_\_\_\_\_****Name of bidder: \_\_\_\_\_****Seal of the Bidder:****Date:****Place:**

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

**To  
ED-FRONTIER BASIN  
OIL INDIA LIMITED  
DULIAJAN**

Dear Sirs,

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

**(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 .....for .....(subject of the Tender). As per the conditions stipulated in Clause no.....(Name of the Provision/Forwarding Letter etc.), we/I ,being authorized on behalf of .....(Name of the Contractor) hereby confirm and undertake as follows;

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



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

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

Yours faithfully,

**1. Authorized Signatory** \_\_\_\_\_  
**(BIDDER)**

**Place:**

**Date:**

**Format of Declaration/Undertaking towards Valid Trade License/No Objection Certificate from the concerned Autonomous Council for executing the contract**

(To be submitted on Bidder's letter head)

**To,**

**THE HOD  
FRONTIER BASIN  
OIL INDIA LIMITED  
DULIAJAN-786602**

**Sub: Valid Trade License/No Objection Certificate from the concerned  
Autonomous Council for executing the contract.**

Dear Sirs,

I/We \_\_\_\_\_ (Name of the bidder) undertake that **if applicable, we will obtain a Valid Trade License/No Objection Certificate/Permission from the concerned Autonomous Council for executing the contract and submit a copy of same to OIL prior to commencement of the work.**

Or

I/We \_\_\_\_\_ (Name of the bidder) hereby confirm that **Valid Trade License/No Objection Certificate/ Permission from the respective Autonomous Council for executing the contract is not required and we hold all the necessary commercial documents/authorization/permission for executing the contract under the area of jurisdiction of Autonomous Council.**

**(Strike out whichever is not applicable)**

Yours faithfully,

For (Name of the firm \_\_\_\_\_)

Signature of Authorised Signatory/ POA

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here)

**CHECKLIST FOR BID EVALUATION CRITERIA****IFB No. CNI8579P22**

<b>Sl. No.</b>	<b>Clause No. of BEC/ BRC (Part 2 of Tender Document</b>	<b>Bidder's Remarks</b>		<b>Bidder to indicate relevant File/ Page No/Technical</b>
		<b>Complied</b>	<b>Not Complied/ Deviation</b>	<b>Brochure of the Bid Document to support its remarks</b>
1.	1.0			
2.	2.0			
3.	2.1			
4.	2.2			
5.	3.0			
6.	3.1			
7.	3.2			
8.	4.0			
9.	4.1			
10.	4.2			
11.	4.3			
12.	4.4			
13.	4.5			
14.	4.6			
15.	4.7			
16.	4.8			
17.	4.9			
18.	4.10			
19.	4.11			
20.	4.12			
21.	4.13			
22.	4.14			

23.	4.15			
24.	5.0			
25.	5.1			
26.	5.2			
27.	5.3			
28.	5.4			
29.	5.5			
30.	5.6			
31.	5.7			
32.	5.8			
33.	6.0			
34.	6.1			
35.	6.2			
36.	6.3			
37.	6.4			
38.	6.5			
39.	6.6			
40.	6.7			
41.	6.8			
42.	6.9			
43.	7.0			
44.	7.1			
45.	7.2			
46.	7.3			
47.	7.4			

&&&&&&&&

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**IFB No. CNI8579P22**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST .....%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices: (The same will be finally converted to Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	

14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

&&&

**EXHIBIT-I**

**No. FP-20013/2/2017-FP-PNG**  
Government of India  
Ministry of Petroleum and Natural Gas

\*\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 17<sup>th</sup> November, 2020

To,

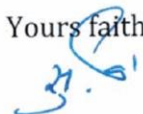
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

**Subject: Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the M/o P&NG - Amended regarding**

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 7.10.2019 on the subject mentioned above. It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance which shall continue for a further period of one year w.e.f. 01.10.2020..

Yours faithfully

  
सुशील टी. विलियम्स  
(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.

**Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended**

**1 Preamble**

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

**2 Definitions**

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.



- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

### **3. Scope**

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

#### **4. Procurement**

4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.

4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.

4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.

4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

## **5. Purchase Preference- Linked with Local Content (LC)**

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.
- 5.1.7 The procedure for award under the policy is at **Enclosure-I**.

## **6. Determination of LC**

### **6.1 LC of goods**

- 6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:
- a) in the case of direct component (material), based on country of origin;
  - b) in the case of manpower, based on INR component.
- 6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### **6.2 LC of service**

- 6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
- a) cost of component (material) which is used;
  - b) manpower and consultant cost; cost of working equipment/ facility; and
  - c) general service cost.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

### **6.3 LC of the EPC Contracts:**

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

### **6.4 Calculation of LC and Reporting**

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

## **7 Certification and Verification**

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

- a) Price Break-up:
  - The bidder shall provide the percentage of local content in the bid.



b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.



- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

## **8 Governance and Supervision**

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

## **9 Sanctions**

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,  
a) Reduce the minimum local content below the prescribed level; or  
b) Reduce the margin of purchase preference below 20%; or  
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

## **PROCEDURE FOR AWARD OF CONTRACTS**

### **Procedure for award of contracts under this policy shall be as follows:**

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.