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

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

FORWARDING LETTER

WORKS CONTRACT

Sub: IFB No. CDO6731P25 – Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building at OIL's Field Headquarters, Duliajan.

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for **'Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building at OIL's Field Headquarters, Duliajan.'** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	**CDO6731P25**
(ii)	Type of Bid	:	**Open Indigenous E-Tender, Single Stage Two Bid System**
(iii)	Bid Closing Date & Time	:	**2nd July 2024 [11:00 Hrs IST Server Time]**
(iv)	Technical Bid Opening Date & Time	:	**2nd July 2024 [14:00 Hrs IST Server Time]**
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts (HoD) Contracts Department,

			Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum **120 (One Hundred Twenty)** days from Bid Opening Date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	Mobilisation shall be completed within **15 (fifteen) days** from the date of issue of Letter of Award (LOA). Refer Mobilization Clause in Part-III SCC for details.
(x)	Bid Security/EMD Amount	:	**Rs. 4,20,000.00 (Rupees Four Lakhs Twenty Thousand only)** Refer Clause No. 12.0 of Instruction to Bidder (ITB)
(xi)	Bid Security/EMD Validity	:	**Minimum** up to **15.12.2024.**
(xii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS (HoD), CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xiii)	Amount of Performance Security	:	10% of Total Contract value. **Refer Clause No. 27.0** of Instruction to Bidder (ITB)
(xiv)	Validity of Performance Security	:	**90 (Ninety)** days beyond the Defect Liability Period.
(xv)	Location of job		New WC & I Office Building at Field Headquarters, Oil India Limited, Duliajan, Dibrugarh, Assam, 786602
(xvi)	Duration of the Contract	:	The duration of contract shall be for a period of **Four (04) months and 15 (fifteen) days (including 15 (fifteen) days of mobilization time)** from the date of issuance of the Letter of Award (LOA). Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, then the duration of the contract shall be considered for **Four (04) months** from the date of completion of actual mobilization.

(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	**Refer Clause No. 30.0** of General Conditions of Contract (GCC).
(xviii)	Bids to be addressed to	:	CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	:	Not Applicable
(xx)	Last Date of receipt of Queries	:	Not Applicable
(xxi)	Whether tendered quantities are splittable		No

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "**Class 3 with Organizations Name** and **Encryption Certificate**", the bid will be rejected.

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

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

3.2 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.

3.2.1 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.

3.2.2 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.

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

3.4 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

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

5.0 The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the "**Technical Attachment**" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

6.0 (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 debarment from participation in future tenders, at the sole discretion of the company.

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

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

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

8.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

8.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-

mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

8.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.

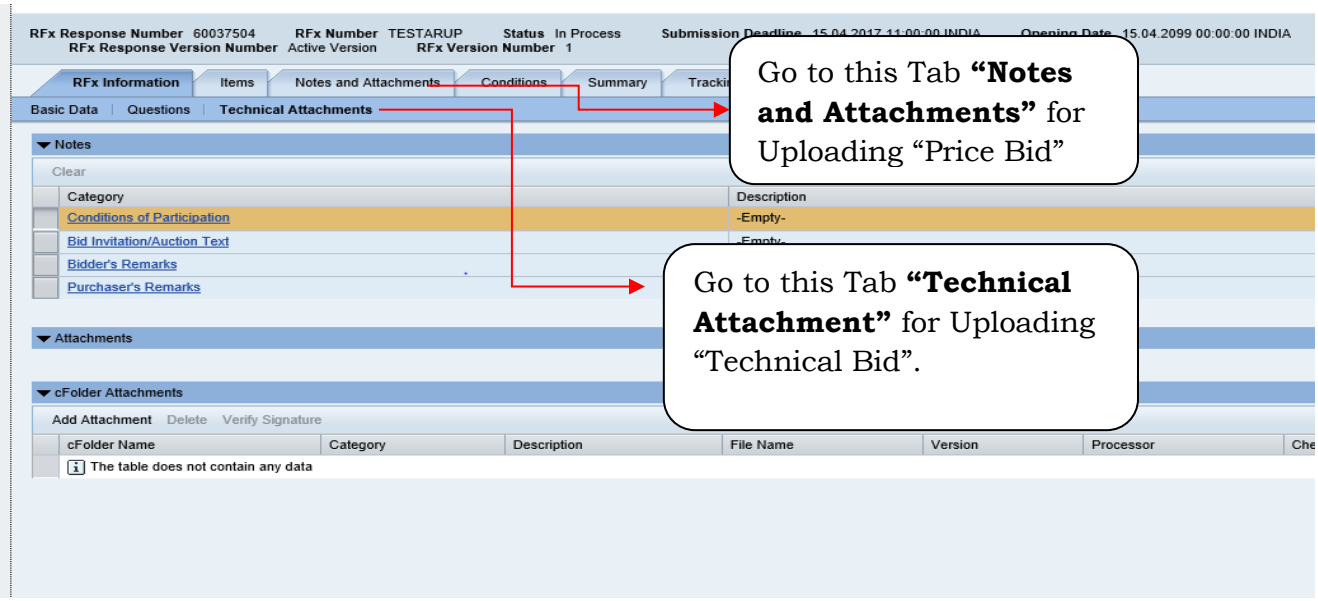
8.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

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

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

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

9.0 SCREEN SHOTS



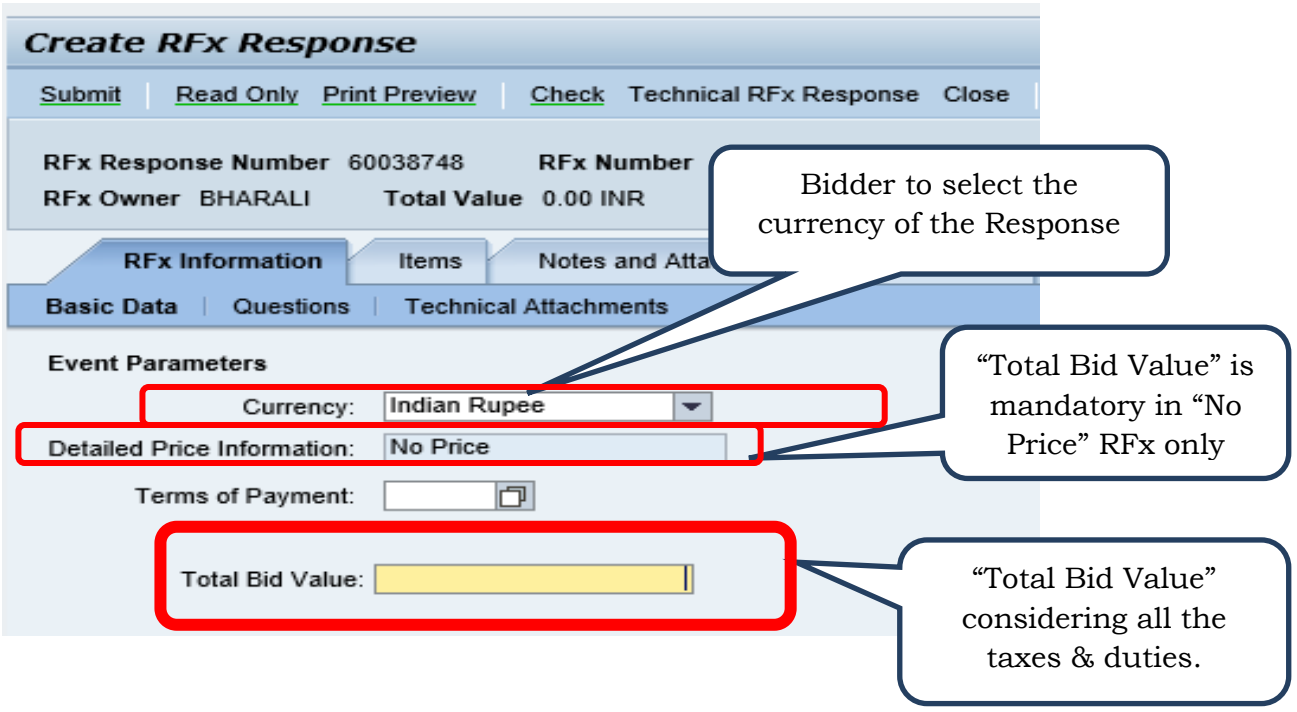
On "**EDIT**" Mode, bidders are advised to upload "**Technical Bid**" and "**Priced Bid**" in the respective places as indicated above:

Note:

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

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

10.0 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 after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, Bidders must upload their pricing as per the "Price Bidding Format" under **"Notes & Attachment"**. Additionally, the bidders must fill up the **on-line field "Total Bid Value"** under Tab Page **"RFx Information"** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



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 in 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 bidding Format".

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

12.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under Clause 2.0 (xiii) above and as indicated under Para 27.0 of ITB /10.0 of GCC before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be

used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

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

15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: www.oil-india.com.

16.0 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 liquidated damages and/or penalty from the Contractor as per terms of the tender/ contract.

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

18.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

18.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

18.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

18.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

18.4 The beneficial owner for the purpose of para 18.3 above will be as under:

18.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;

18.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

18.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

18.4.4 Where no natural person is identified under 18.4.1 or 18.4.2 or 18.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

18.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

18.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

18.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder for participation in this tender.

18.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

18.8 The bidders are required to provide undertaking as per **Exhibit-II & Exhibit-III** along with their bid complying with Clause No. 18.1 above for participation in this tender.

18.9 If the undertakings viz. **Exhibit-I**, **Exhibit-II** and **Exhibit-III** given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(AKHIL KUNWAR)
SR. OFFICER CONTRACTS (OPERATIONS)
For **CHIEF MANAGER CONTRACTS (OPERATIONS)-SH**
For **CGM (CONTRACTS) (HoD)**
Date: 18.06.2024 For **RESIDENT CHIEF EXECUTIVE**

INSTRUCTIONS TO BIDDERS (ITB)

1.0 ELIGIBILITY OF THE BIDDER:

1.1 The eligibility of the bidders is listed under BID EVALUATION CRITERIA (BEC) of the tender 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 (ITB)
c) Bid Evaluation Criteria (BEC)
d) General Conditions of Contract (GCC): Part-I
e) Schedule of Work, Unit, Quantities (SOQ): Part-II
f) Special Conditions of Contract (SCC): Part-III
g) Schedule of Company's Plants, Materials and Equipment (SCPME): **Part-IV [Not applicable for this Tender]**
h) Safety Measures (SM): Part–V
i) Integrity Pact (IP): Part-VI
j) Bid Form: Proforma-I
k) Statement of Non-Compliance: Proforma-II
l) Authorisation for Attending Bid Opening: Proforma-III
m) Proforma of Letter of Authority: Proforma-IV
n) Bid Security: Proforma–V
o) Proforma for E-Remittance: Proforma-VI
p) Format of Performance Security: Proforma-VII
q) Agreement Form: Proforma-VIII
r) Format of Undertaking by Bidders towards submission of authentic information/documents: Proforma–IX
s) Certificate of Compliance of Financial Criteria: Proforma–X
t) Price Bidding Format (Attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's E-Tender portal)
u) Technical Evaluation Sheet for BEC-BRC & others
v) Commercial Check List (Proforma–XI)
w) Undertaking towards submission of Bank Guarantee (Proforma–XII)
x) Undertaking for Local Content (Proforma XIII)
y) Bid Securing Declaration (Proforma-XIV)
z) Certificate of Annual Turnover & Net Worth (Annexure–X)
aa) Technical Evaluation Sheet for BEC/BRC and others
ab) Exhibit-I, II &III
ac) Appendix- I & II

3.0 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.

4.0 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.

5.0 TRANSFERABILITY OF BID DOCUMENTS:

5.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

5.2 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.

5.3 Unsolicited bids will not be considered and will be rejected straightway.

6.0 AMENDMENT OF BID DOCUMENTS:

6.1 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).

6.2 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.

7.0 PREPARATION OF BIDS:

7.1 Language of Bids: 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.

7.2 Bidder's/Agent's Name & address: 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 authorized Agents in India, if any.

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

(A) Technical Bid (to be uploaded in "Technical Attachments" tab):

a) Complete technical details of the services offered.
b) Documentary evidence established in accordance with Clause No. 11.0.
c) Bid Security as per Proforma-V.
d) Copy of Bid Form without indicating prices in Proforma-I.
e) Statement of Non-compliance as per Proforma–II.
f) Copy of Priced Bid without indicating prices.
g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

9.0 **BID FORM:** The bidder shall complete the Bid Form and upload the same along with their bid.

10.0 BID PRICE:

10.1 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.

10.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

10.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) 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 Price Bid Format. 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.

11.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

12.0 BID SECURITY:

12.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 12.8.

12.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-V**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
A	Bank Name	STATE BANK OF INDIA
B	Branch Name	Duliajan
C	Branch Address	Duliajan, Dist.-Dibrugarh
D	Bank Account No.	**10494832599**
E	Type of Account	Current Account
F	IFSC Code	**SBIN0002053**
G	MICR Code	786002302
H	SWIFT Code	SBININBB479

iii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.

c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.

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

e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but

is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 12.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Bidders claiming a waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 13.0** below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

12.3 Any bid not secured in accordance with sub-clause 12.2 above shall be rejected by the Company as non-responsive.

12.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

12.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.

12.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. A successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 27.0 below is furnished.

12.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

12.8 The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original / extended validity.

b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.

c. If the bidder does not accept the contract.

d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.

e. If it is established that the bidder has submitted fraudulent documents or has indulged in corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

12..9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).

12.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.

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

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

(i) MT 760 / MT 760 COV for issuance of bank guarantee.

(ii) MT 760 / MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary	
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	Duliajan
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	**ICIC0000213**
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
G	SWIFT Code	ICICINBBXXX

12.12 Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG): Bidders can submit the e-BG from any of the following banks:

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	Axis Bank limited	**8**	IDFC First Bank
2	Bank Of Baroda	**9**	Indian Bank
3	Canara Bank	**10**	Indian Overseas Bank
4	Federal Bank	**11**	IndusInd Bank
5	HDFC Bank Limited	**12**	State Bank of India
6	ICICI Bank Limited	**13**	South Indian Bank
7	IDBI Bank	**14**	Yes Bank

BENEFICIARY DETAILS FOR ISSUE OF E-BG

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED

	Details of Beneficiary	
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	akhil.kunwar@oilindia.in
E	Local Address	Duliajan, Dibrugarh, Assam-786602
F	Registered address	Duliajan, Dibrugarh, Assam-786602

13.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable** for this tender **(This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order, 2012).** Hence, exemption from submission of bid security against MSE Units is **not applicable** for this tender.

b) **Central as well as State Government Departments and Public Sector Undertakings (CPSUs)** are also exempted from submitting bid security.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

14.0 PERIOD OF VALIDITY OF BIDS:

14.1 Bids shall remain valid as per the requirement mentioned in Introduction 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 a minimum of **120 days** from Bid Opening Date.

14.2 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.

15.0 SIGNING & SUBMISSION OF BIDS:

15.1 Signing of bids:

15.1.1 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 Organization 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 shall be submitted by bidder.

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.

15.1.2 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 authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.

15.1.3 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 initialled by the person or persons who has/have digitally signed the Bid.

15.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

15.2 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 Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender 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) Any other document required to be submitted in original as per bid document.

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

15.2.1 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 noncompliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.

15.2.2 Timely delivery of the documents in physical form as stated in Para 15.2 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.

15.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 DEADLINE FOR SUBMISSION OF BIDS:

16.1 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.

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

16.3 The documents in physical form as stated in Para 15.2 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.

17.0 LATE BIDS: 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.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

18.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

18.3 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 from participation in future tenders of OIL.

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

Notwithstanding anything above, bidders are advised to refrain from seeking an extension of the due date for bid submission. OIL is not obligated to extend the Bid Closing Date and Time upon request from bidders.

20.0 BID OPENING AND EVALUATION:

20.1 The company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Introduction. However, an authorization letter (as per **Proforma-III**) 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.

20.2 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.

20.3 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.

20.4 Bids which have been withdrawn pursuant to clause 18.0 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.

20.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.

20.6 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.

20.7 Prior to the detailed evaluation, the Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For the 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.

20.8 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.

20.9 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.

21.0 OPENING OF PRICED BIDS:

21.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders.

21.2 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.

21.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

21.4 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.

22.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per the BID EVALUATION CRITERIA (BEC) of the Tender 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 the 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 20.6.

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:** 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.

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each un-successful Bidder.

27.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Introduction, within 30 (Thirty) days from the date of issue of Letter of Award (LOA).

27.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-VII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as **Proforma-XII**) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	**10494832599**
e	Type of Account	Current Account
f	IFSC Code	**SBIN0002053**
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. Bidder can also submit the performance security in the form of Electronic Bank Guarantee (e-BG) from any of the following banks:

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	Axis Bank limited	**8**	IDFC First Bank
2	Bank Of Baroda	**9**	Indian Bank
3	Canara Bank	**10**	Indian Overseas Bank
4	Federal Bank	**11**	IndusInd Bank
5	HDFC Bank Limited	**12**	State Bank of India
6	ICICI Bank Limited	**13**	South Indian Bank
7	IDBI Bank	**14**	Yes Bank

Beneficiary details for issue of e-BG:

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	akhil.kunwar@oilindia.in
E	Local Address	Duliajan, Dibrugarh, Assam-786602
F	Registered address	Duliajan, Dibrugarh, Assam-786602

d. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

e. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

27.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

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

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Contract Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602
D	IFSC Code	**ICIC0000213**
E	Company name	Oil India Limited
F	Unique Identifier Code (Field 7037)	OIL503988890
G	SWIFT Code	ICICINBBXXX

27.4 In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Fixed Deposit from the issuing bank.

Full address of the issuing bank
Branch Code
Authorised signatory with full name and designation
Phone (Mobile) Numbers of the branch
Email address of the branch
Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"

27.5 To avoid delay in confirmation of Fixed deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue of fixed deposit with the following details directly from **bank's official email id** to Oil India's following e-mail id **(FD_PS@OILINDIA.IN):**

FD NO.	**Issue Date**	**Maturity Date**	**FD Amount**	**Beneficiary / Contractor Name**	**Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)**	**FD amount pledged (in ₹) as per bank's books of accounts**	**Mode of FD Renewal (Auto Renewal/Auto closure)**	**Remarks (if any) of the issuing Bank**
A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**

27.6 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

27.7 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), 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.

28.0 SIGNING OF CONTRACT:

28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of the LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

29.0 CREDIT FACILITY: Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.

30.0 MOBILISATION AND ADVANCE PAYMENT:

30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

30.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

31.0 INTEGRITY PACT:

31.1 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Part VI**/Integrity Pact" of the tender document. 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.

31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;

31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

31.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.) [Former Director, NCRB, MHA], Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner (CVC) and Shri Ajit Mohan Sharan, IAS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com

b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner (CVC)
E-mail: tmbhasin@gmail.com

c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, GoI
E-mail: ams057@gmail.com

32.0 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 the 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.

33.0 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.

34.0 GOODS AND SERVICES TAX:

34.1 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.

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

34.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

34.3 **Where the 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 filled under GST laws &rules should be timely filed by supplier with requisite details.

The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

34.4 **Where the 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 subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and / or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including **GST**.

34.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

34.6 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.

34.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

34.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

34.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

34.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

34.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

34.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

35.0 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

[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 in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under PP-LC policy].

36.0 Bidders may contact the following in case of any query:

E-mail: akhil.kunwar@oilindia.in
contracts-operations@oilindia.in

**********X**********

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

1.0 GENERAL CONFORMITY: 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 will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

1.1 ELIGIBILITY CRITERIA: The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022** (including subsequent amendments thereof, if any) shall be applicable.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be liable for rejection.

(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-XIII**]

(c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

2.0 TECHNICAL EVALUATION CRITERIA

2.1 EXPERIENCE:

The bidder must have experience in successfully executing/completing **'SIMILAR WORK'** (s) in previous 07 (Seven) years to be reckoned from the original bid closing date in Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company/ any E&P Company (E&P means any company engaged in exploration and production of crude oil & natural gas) as under: -

2.1.1. One completed **'SIMILAR WORK'** costing not less than the amount equal to **Rs. 1,67,74,000.00 (Rupees One Crore Sixty Seven Lakh Seventy Four Thousand only).**

OR

2.1.2. Two completed **'SIMILAR WORK'(s)** each costing not less than the amount equal to **Rs. 1,04,84,000.00 (Rupees One Crore Four Lakh Eighty Four Thousand only).**

OR

2.1.3. Three completed **'SIMILAR WORK'(s)** each costing not less than the amount equal to **Rs. 83,87,000.00 (Rupees Eighty Three Lakh Eighty Seven Thousand only).**

Notes to BEC Clause 2.1 above:

a. **'SIMILAR WORK'** mentioned in Clause No. 2.1 means:

"Successful completion of interior works comprising wall panelling works including electrical works and supply, installation & commissioning of Variable Refrigerant Flow (VRF) air conditioning system and associated facilities like audio-visual system/furniture."

b. Proof of requisite Experience, viz award and subsequent successful execution/completion of **'SIMILAR WORK'** (refer Clause no. 2.1 above), must be substantiated by submission of the following documents along with the bid:

A. Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above.

AND

B. Job Completion Certificate showing:

i. Gross value of job done
ii. Nature of job done and Work order no./Contract no.
iii. Contract period and date of completion

OR

SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the Client/End User indicating the following:

i. Work order no./Contract no.
ii. Gross value of jobs done
iii. Period of Service
iv. Nature of Service

c. In case requisite experience is against **OIL's Contract,** the bidder need not submit requisite documentary evidence but must categorically specify OIL's Contract Number and date against which they have executed the work.

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

e. 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. 2.1 will only be treated as acceptable experience.

f. Following work experience will also be taken into consideration:

(i) If the prospective bidder has executed contract(s) in which **'SIMILAR WORK'** is also a component of the contract.

(ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date and the value and period executed within the last 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.

(iii) If the prospective bidder is executing **'SIMILAR WORK'** which is still running and the contract value executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

For proof of work experience against Para f. above, to satisfy a) work defined above b) minimum prescribed value c) prescribed period of 07 years, bidder(s) must submit the Contract document / Letter of Award (LoA) / Work Order showing details of work along with breakup of **'SIMILAR WORK'** and its period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value/quantity, issued by end user or a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

g. Experience of **'SIMILAR WORK'** executed through 'sub-contracting' shall not be considered for evaluation.

h. 'SIMILAR WORK' executed by a bidder for its own organization/subsidiary/joint venture cannot be considered as experience for the purpose of meeting BEC.

i. Bids submitted for part of the work will be rejected.

j. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.

2.2 The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 1,04,84,000.00 (Rupees One Crore Four Lakh Eighty Four Thousand only)**.

[Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).**]**

3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".**]**

Notes to BEC Clause 3.0 above:

a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

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

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.

c. 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 evidence for the same.

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.

d. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.1 & 3.2.

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 The bids are to be submitted in single stage under Two Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**

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 shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected. PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable** for this tender **(being works contract tender)**. Hence, Purchase Preferences allowed as per Government Guidelines in Vogue and exemption from submission of bid security against MSE Units is **not applicable** for this tender. For details of submission of bid security bidder may refer ITB clause no. 12.0 of the tender.

4.4 Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.

4.5 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.

4.6 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.

4.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

4.8 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:

(i) Firm price
(ii) EMD/Bid Security/Bid Bond
(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

4.9 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.

4.10 Bid received with validity of offer less than 120 (One hundred twenty) days from Bid Opening Date will be rejected.

4.11 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Part-VI/Integrity Pact"** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the 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. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

4.12 Bidders shall submit declaration as per **Appendix-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

4.13 Bidders shall submit declaration as per **Appendix-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL.

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. 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 will be straightway rejected.

5.3 If there is any discrepancy between the unit price and the total price, the unit price will 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 will 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 days/parameters, 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 lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

5.7 In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

5.8 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

5.10 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

5.11 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

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

6.0 GENERAL:

6.1 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.

6.2 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 will be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

6.3 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.

6.4 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.

6.5 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.

6.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

7.0 PURCHASE PREFERENCE CLAUSE:

7.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable** for this tender (being works contract tender).

7.2 PURCHASE PREFERENCE POLICY (PP-MII): Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (PP-MII) shall have to comply with all the provisions of Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 or subsequent amendments, if any.

8.0 AWARD OF CONTRACT: The contract for hiring of the tendered services shall be awarded as below**:**

A. L-1 bidder is a Class I PPLC bidder: In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder.

B. L-1 Bidder is other than Class I PPLC: In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match

the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

9.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Bidders should submit Undertaking as mentioned in the forwarding letter that their bid is compliant to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

10.0 DOCUMENT AUTHENTICITY UNDERTAKING: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-IX**.

11.0 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.

12.0 CHECKLIST FOR BEC-BRC: Bidder must submit the duly filled Technical Evaluation checklist, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation. Enclosed as **TECHNICAL EVALUATION SHEET** and **COMMERCIAL CHECK-LIST**.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY**.**

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value*:*

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;
(D) The respective State Goods & Service Tax Acts'
(E) The Goods and Services (Compensation to States) Act, 2017
(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted

in accordance with English language.

2.2 **Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 **Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 **Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 **Duration of the contract:**

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

6.6 CONTRACTOR 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.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited

to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

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

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

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

Full address
Branch Code
Code Nos. of the authorized signatory with full name and designation.
Phone Nos.
Fax Nos.
E-mail address.

10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.4 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted

from the bankers as specified above.

10.5 The Performance Security shall be denominated in the currency of the contract.

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

10.8 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 **Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or

amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims: CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents

for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)

ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)

iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "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.

12.4.2 Where the 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 filled under GST laws &rules should be timely filed by supplier with requisite details.

12.4.3 Where the 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 subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 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.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 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 shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 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.

12.4.8 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.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

12.4.10 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.

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor 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/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs

Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.

14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies
e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy

f) Waiver of subrogation endorsement has been attached to all policies and
g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is

reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

i) **Workman Compensation and/ Employers' Liability Insurance**: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

viii) Any other insurance policy set forth in the SCC

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to

under this Contract.

15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or

to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORs.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of

any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or

b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of

competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR’s designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/Fee/remuneration of the Indian agent/consultant/associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.

2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which

CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the

two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the `force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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**.** [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of :

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

33.7 Withholding will also be effected on account of the following:

i) Order issued by a Court of Law or statutory authority in India.

ii) Income-tax deductible at source according to law prevalent from time to time in the country.

iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6** & **33.7** above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned

hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

a) The Mines Act 1952
b) The Oil Mines Regulations, 1984
c) The Employees' Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
f) The Employees Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if

any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his

Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

37.3 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.

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

37.5 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 shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree

to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.

ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on

input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

1) 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:

2) 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.

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5) 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.

6) 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.

7) Parties agree and undertake 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.

8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

9) 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

(i) 20% of the fees if the claimant has not submitted statement of claim.

(ii) 40% of the fees if the pleadings are complete

(iii) 60% of the fees if the hearing has commenced.

(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.

11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

14) 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.

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

a) 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) 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.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 Termination on expiry of the contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and /or obligations under this Contract and/or the

CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirely or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract up to the date of termination.

44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

45.0 **TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining

unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

**********End of PART-I**********

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

DESCRIPTION OF WORK/SERVICE: Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building at OIL's Field Headquarters, Duliajan.

Item No.	Description of Services	UOM	Estimated Quantity
Room Type: Multi Seater Ground Floor · Room No 9 First Floor · Room No 9 · GM Room Second Floor · Room No 9 · Engineer Room 1			
10	**File Cabinets Glass Door/ Opaque Door** Providing and fixing storage units of full/ low height as per drawing. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items. Dimension: 8'*7'	Nos.	5
20	**WorkStation** Providing OFFICE DESK with keyboard Facility of as per design on site in ISI marked BWR grade plywood (borer proof) of approved brand (GREEN PLY,	Nos.	15

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	GATTANI PLY, GREENPANNEL PLY) frame work with 1 mm thick laminate (MERINO, GATTANI, GREEN LAM) . All the inner surfaces shall be finished with .8mm thick white laminate (MERINO, GATTANI, GREEN LAM). 1no. Computer key board tray using 19mm thick marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double (Approved make / approved sliders). A drawer unit as shown in the drawing shall be provided. 3 nos. of drawers with 1.0 mm. Thick Laminate shall be provided. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thick marine Ply sides, back and 6mm thick marine Ply base. Facia of drawers shall be of 19mm thick marine Ply finished in 1.0 mm. Thick Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders (Approved make). The inside portion of draws to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like locks (Approved make) for drawers and any miscellaneous hardware items.		
30	**Wall-Panelling** Providing, fitting and fixing of panelling half height from floor. the partition will be suspended with aluminium hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically. The cavity between the section will be utilised for internal cable management. 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with louvers of prescribed shade and colour and complete in all respect. (as per approved design by O I L)	Sqft (Square feet)	1,925
40	**Revolving-Chair** The cushioned seat assembly shall consist of seat outer (material-30% glass fibre nylon) and upholstered seat inner(material-polypropylene) with moulded polyurethane foam and polyester fabric. the net back should made up of back outer (material-glass fibre filled nylon) and back inner(material-PP) and upholstered using polyester mesh fabric with	Nos.	15

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	high tenacity yarn. Size of back shall be (W)-46.5cm, (H)-60.0cm & size of seat shall be (W)-51.0cm x (D)-49.0cm. The support spine should made up of high-pressure die cast polished aluminium. Armrest is having two adjustments, Height(6+/-0.5cm) and depth(6+/-0.5cm). Height adjustment shall be provided in aluminium structure of armrest which is connected to aluminium back spine and is operated with button. Arm top is made up of PU moulded over plastic inner. A tubular frame to be provided made of cantilever MS ERW Tube . Product should be certified by Greenguard Gold (UL), Green Pro, Bifma L2, IAQ gold, GRIHA & SVAGRIHA Model Marvel Mid Back PCH Make Godrej or equivalent		
50	**Visitor-Chair** Seat assembly should be made up of 1.2 cm thick hot-pressed plywood measured as per QA method described in OCP-QLTA-P14 18, upholstered with fabric upholstery covers and moulded poluyrethene foam. Seat size should be 47cm W*48 cm D. Back assembly should be made of powder coated tubular frame of 1.54cm * 0.2 cm thick. MS SRW tube designed with contoured lumbar support for extra comfort. the Back is upholstered using net fabric with high lenecity yarn. High back size should be 46.5cm W* 60.5cm H. The High Resilience Polyurethene foam should be moulded with density 45 kg/m3 and hardness load 16 kgf for 25% compression. Armrests should be one piece and should be injection moulded from black co polymer polypropylene. The Tubular frame should be powder coated of cantilever type and made of 2.54cm*0.2cm thick MS ERW Tube. Product Should be IAQ Gold, Green Pro Certified Bravo [Godrej] & Premier [Godrej] or equivalent	Nos.	30
Room Type: Single Seater Ground Floor • Room No 8 • Room No 7 • Room No 5 First floor			

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

• Room No 8 • Room No 7 • DGM Room 2ND FLOOR • Room No 8 • Room No 7			
60	**File Cabinets Glass Door/ Opaque Door** Providing and fixing storage units of full/ low height as per drawing. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items. Dimension: 14.5'*2.5'	Nos.	8
70	**Executive Table** Supply and installation of Office table. Make Godrej Model Enterprise 1650 with CPU Hanger or Equivalent	Nos.	8
80	**Revolving Chair** Supply and installation of Revolving Chair Make Godrej Model Marvel Mid Back or Equivalent	Nos.	8
90	**Visitor Chair** Supply and installation of Visitor Chair Make Godrej Model Bravo or Equivalent	Nos.	8

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

Room Type: Multi Seater Ground floor • Room No 6 1st Floor • Chief Engineer Room			
100	**File Cabinets Glass Door/ Opaque Door** Providing and fixing storage units of full/ low height as per drawing. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items. Dimension: 14.5'*2.5'	Nos.	2
110	**Workstation** Providing OFFICE DESK with keyboard Facility of as per design on site in ISI marked BWR grade plywood (borer proof) of approved brand (GREEN PLY, GATTANI PLY, GREENPANNEL PLY) frame work with 1 mm thick laminate (MERINO, GATTANI, GREEN LAM). All the inner surfaces shall be finished with .8mm thick white laminate (MERINO, GATTANI, GREEN LAM). 1no. Computer key board tray using 19mm thick marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double (Approved make / approved sliders). A drawer unit as shown in the drg shall be provided. 3 nos. of drawers with 1.0 mm. Thick Laminate shall be provided. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall	Nos.	6

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	consist of 12mm thick marine Ply sides, back and 6mm thick marine Ply base. Facia of drawers shall be of 19mm thick marine Ply finished in 1.0 mm. Thick Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders (Approved make). The inside portion of draws to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like locks (Approved make) for drawers and any miscellaneous hardware items.		
120	**Wall-Panelling** Providing, fitting and fixing of panelling falf hieft from floor. the partition will be suspended with aluminium hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically. The cavity between the section will be utilised for internal cable management. 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with louvers of prescribed shade and colour and complete in all respect. (as per approved design by O I L)	Sqft (Square feet)	408
130	**Revolving Chair** Supply and installation of Revolving Chair Make Godrej Model Marvel Mid Back or Equivalent	Nos.	2
140	**Visitor Chair** Supply and installation of Visitor Chair Make Godrej Model Bravo or Equivalent	Nos.	12
Room Type: Multi Seater Ground Floor • Room No 4, First Floor • Room No 4 Second Floor • Room No 4			
150	**File Cabinets Glass Door/ Opaque Door** Providing and fixing storage units of full/ low height	No.	1

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	as per drawing. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items. Dimension: 13.5'*2.5'		
160	**Workstation** Providing OFFICE DESK with keyboard Facility of as per design on site in ISI marked BWR grade plywood (borer proof) of approved brand (GREEN PLY, GATTANI PLY, GREENPANNEL PLY) framework with 1 mm thick laminate (MERINO, GATTANI, GREEN LAM). All the inner surfaces shall be finished with .8mm thick white laminate (MERINO, GATTANI, GREEN LAM). 1no. Computer key board tray using 19mm thick marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double (Approved make / approved sliders). A drawer unit as shown in the drg shall be provided. 3 nos. of drawers with 1.0 mm. Thick Laminate shall be provided. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thick marine Ply sides, back and 6mm thick marine Ply base. Facia of drawers shall be of 19mm thick marine Ply finished in 1.0 mm. Thick Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders (Approved make). The inside portion of draws to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like locks (Approved	Nos.	6

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	make) for drawers and any miscellaneous hardware items.		
170	**Wall-Panelling** Providing, fitting and fixing of panelling falf hieft from floor. the partition will be suspended with aluminium hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically. The cavity between the section will be utilised for internal cable management. 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with louvers of prescribed shade and colour and complete in all respect. (as per approved design by O I L)	Sqft (Square feet)	106
180	**Revolving Chair** Supply and installation of Revolving Chair Make Godrej Model Marvel Mid Back or Equivalent	Nos.	2
190	**Visitor Chair** Supply and installation of Visitor Chair Make Godrej Model Bravo or Equivalent	Nos.	4
Room Type: Single seater GM ROOM			
200	**File Cabinets Glass Door/ Opaque Door** Providing and fixing storage units of full/ low height as per drawing. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all	No.	1

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items. Dimension: 8.5'*2.5'		
210	**Executive Table** Supply and installation of Office table Make Godrej Model ARISTO 1200 TBL WITH SIDE ERU or Equivalent	No.	1
220	**Wall-Panelling** Providing, fitting and fixing of panelling falf hieft from floor. the partition will be suspended with aluminium hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically. The cavity between the section will be utilised for internal cable management. 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with louvers of prescribed shade and colour and complete in all respect. (as per approved design by O I L)	Sqft (Square feet)	106
230	**Revolving Chair** Supply and installation of Revolving Chair Make Godrej Model KAREENA HIGH Back or Equivalent	No.	1
240	**Visitor Chair** Supply and installation of Visitor Chair Make Godrej Model KAREENA VISITORS or Equivalent	Nos.	6
250	**Tv Unit** Providing and fixing T V units of full height as per drawing. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type higes of approved make & teak lipping finished with melamine with approved laminate on all the shutter	No.	1

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	edges. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items. Dimensions: 10'*7'		
260	**Sofa (3+2)** Supply and installation of Sofa (3+1+1) Make Godrej Model Parto or Equivalent	No.	1
Room Type: Multi Seater Ground floor • Supervisor Room Second Floor • Engineer's Workstation Room			
270	**File Cabinets Glass Door/ Opaque Door** Providing and fixing storage units of full/ low height as per drawing. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.	Nos.	2

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	Dimension: 17'*7'		
280	**Workstation** Providing OFFICE DESK with keyboard Facility of as per design on site in ISI marked BWR grade plywood (borer proof) of approved brand (GREEN PLY, GATTANI PLY, GREENPANNEL PLY) framework with 1 mm thick laminate (MERINO, GATTANI, GREEN LAM). All the inner surfaces shall be finished with .8mm thick white laminate (MERINO, GATTANI, GREEN LAM). 1no. Computer key board tray using 19mm thick marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double (Approved make / approved sliders). A drawer unit as shown in the drg shall be provided. 3 nos. of drawers with 1.0 mm. Thick Laminate shall be provided. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thick marine Ply sides, back and 6mm thick marine Ply base. Facia of drawers shall be of 19mm thick marine Ply finished in 1.0 mm. Thick Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders (Approved make). The inside portion of draws to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like locks (Approved make) for drawers and any miscellaneous hardware items.	Nos.	4
290	**Working Desk** Providing DESK with keyboard Facility of as per design on site in ISI marked BWR grade plywood (borer proof) of approved brand (GREEN PLY, GATTANI PLY, GREENPANNEL PLY) framework with 1 mm thick laminate (MERINO, GATTANI, GREEN LAM). All the inner surfaces shall be finished with .8mm thick white laminate (MERINO, GATTANI, GREEN LAM). 1no. Computer key board tray using 19mm thick marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double (Approved make / approved sliders). A drawer unit as shown in the drg shall be provided. 3 nos of drawers with 1.0 mm. Thick	Nos.	2

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	Laminate shall be provided. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thick marine Ply sides, back and 6mm thick marine Ply base. Facia of drawers shall be of 19mm thick marine Ply finished in 1.0 mm. Thick Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders (Approved make). The inside portion of draws to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like locks (Approved make) for drawers and any miscellaneous hardware items.		
300	**Revolving Chair** Supply and installation of Revolving Chair Make Godrej Model KAREENA HIGH Back or Equivalent	Nos.	32
310	**Visitor Chair** Supply and installation of Visitor Chair Make Godrej Model KAREENA VISITORS or Equivalent	Nos.	8
320	**Discussion Table** Providing table as per design on site in 19 mm marine plywood framework with 19 mm marine plywood with 1 mm thick laminate for exposed faces. Tabletop shall be as per detailed drawing with 1mm laminate.	Nos.	2
Room Type: PANTRY SETUP			
330	Providing and fixing storage units of full/ low SIZE 6150MM*750MM height as per drwng. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type higes of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16” interval (approximately / divided	No.	1

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items. Supply and installation of 1 no. vending machine of required capacity		
ENGINEER ROOM SECOND FLOOR			
340	**File Cabinets** Providing and fixing storage units of full/ low height as per drawing. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items. Dimensions: 14.5'*2.5'	No.	1
350	**Workstation** Providing OFFICE DESK with keyboard Facility of as per design on site in ISI marked BWR grade plywood (borer proof) of approved brand (GREEN PLY, GATTANI PLY, GREENPANNEL PLY) framework with 1 mm thick laminate (MERINO, GATTANI, GREEN LAM). All the inner surfaces shall be finished with .8mm thick white laminate (MERINO, GATTANI, GREEN LAM). 1no. Computer key board tray using 19mm thick marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double (Approved make / approved	Nos.	4

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	sliders). A drawer unit as shown in the drg shall be provided. 3 nos. of drawers with 1.0 mm. Thick Laminate shall be provided. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thick marine Ply sides, back and 6mm thick marine Ply base. Facia of drawers shall be of 19mm thick marine Ply finished in 1.0 mm. Thick Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders (Approved make). The inside portion of draws to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like locks (Approved make) for drawers and any miscellaneous hardware items.		
360	**Wall-Panelling** Providing, fitting and fixing of panelling falf hieft from floor. the partition will be suspended with aluminium hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically. The cavity between the section will be utilised for internal cable management. 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with louvers of prescribed shade and colour and complete in all respect. (as per approved design by O I L)	Sqft (Square feet)	404
370	**Revolving Chair** The cushioned seat assembly shall consists of seat outer (material-30% glass fibre nylon) and upholstered seat inner(material-polypropylene) with moulded polyurethane foam and polyester fabric. the net back should made up of back outer (material-glass fibre filled nylon) and back inner(material-PP) and upholstered using polyester mesh fabric with high tenacity yarn. Size of back shall be (W)-46.5cm, (H)-60.0cm & size of seat shall be (W)-51.0cm x (D)-49.0cm. The support spine should made up of high-pressure die cast polished aluminium. Armrest is having two adjustments, Height(6+/-0.5cm) and depth(6+/-0.5cm). Height adjustment shall be provided in aluminium structure of armrest which is	Nos.	4

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	connected to aluminium back spine and is operated with button. Arm top is made up of PU moulded over plastic inner. A tubular frame to be provided made of cantilever MS ERW Tube. Product should be certified by Greengard Gold (UL), Green Pro, Bifma L2, IAQ gold, GRIHA & SVAGRIHA Model Marvel Mid Back PCH Make Godrej		
380	**Visitor Chair** Seat assembly should be made up of 1.2 cm thick hot-pressed plywood measured as per QA method described in OCP-QLTA-P14 18, upholstered with fabric upholstery covers and moulded polyurethane foam. Seat size should be 47cm W*48 cm D. Back assembly should be made of powder coated tubular frame of 1.54cm * 0.2 cm thick. MS SRW tube designed with contoured lumbar support for extra comfort. the Back is upholstered using net fabric with high tenacity yarn. High back size should be 46.5cm W* 60.5cm H. The High Resilience Polyurethane foam should be moulded with density 45 kg/m3 and hardness load 16 kgf for 25% compression. Armrests should be one piece and should be injection moulded from black co polymer polypropylene. The Tubular frame should be powder coated of cantilever type and made of 2.54cm*0.2cm thick MS ERW Tube. Product Should be IAQ Gold, Green Pro Certified Bravo [Godrej] & Premier [Godrej]	Nos.	8
CONFERENCE ROOM			
390	**U Shaped Conference Table** Providing Conference table as per design on site in 19 mm marine plywood framework with 19 mm marine plywood with 1 mm thick laminate for exposed faces. Table top shall be as per detailed drawing with solid surface top white colour (LG, MERINO) along with pop-up box (legrand/Havells) having HDMI, usb , aux slot and power plug. 20-Seater	No.	1
400	**Wall Display cum Cabinet**	No.	1

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	Providing and fixing storage units of full/ low height as per drawing. They shall consist of 16mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thick Laminate of approved make. 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.		
410	**Side Table** Providing Conference table as per design on site in 19 mm marine plywood framework with 19 mm marine plywood with 1 mm thick laminate for exposed faces. Table top shall be as per detailed drawing with solid surface top white colour (LG, MERINO) along with pop-up box (legrand/Havells) having HDMI, usb , aux slot and power plug.	Nos.	4
420	**Acoustic Panelling** **Type 1:** "Supply & installation of Wooden Slats made of pinewood E1 grade fibreboard, melamine, slats L32-2 - (2mm grooves @ 32mm centres), back lined with acoustical fleece, tongue-groove edge for a seamless look, size 128x2440x16mm, volume density 800Kg/m3, weight 8Kgs/m2 (L16), 10.5Kgs/m2 (L32), 11Kgs/m2 (L64) with all fittings and fixtures. Strut framework system includes Strut CC10 aluminium core cross channel having thickness 0.55mm, length 3600mm, knurled web 40mm, depth 10mm and equal flanges 15mm is fastened to wall or framework behind vertically/horizontally at every 600mm c/c. Strut CC18 aluminium core cross channel, thickness 0.5mm, length 2400mm, web	Sqft (Square feet)	990

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	15mm & 27mm, depth 18mm and flanges of 7mm with suitable edge & centre brackets is then fixed perpendicular to the Strut CC10 Cross channel with the help of fasteners at every 400mm centres. Slats Surco of size 128x 2440x16mm in then fixed perpendicular to CC18 with suitable edge & centre brackets. Short edges of the panel are staggered. Contractor to provide expansion joints of 3mm at every 4.88m length wise and 4.992m width wise. Technical Parameters: • Fire (Class) – 1 & P • Acoustics – NRC 0.87 (For 15mm thick C50 Mounting) • Thermal conductivity (W/mk)– 0.08 • Climate (°C, RH) – 50, 90 • Light reflectance (%) – Low light reflectivity • Green (VOC, RC %) – Low, 30 " **Type 2:** Supply and installation of Stretch wall fabric system by using FR Grade fabric of size 1400mm width, shall be stretched by using wooden base 10mm thick, rigid vinyl Stretch Tracks half wrap/full wrap 15mm (FS15) and Midseam 15mm (FS15), strand board, synthetic polyfibre infill with requisite accessories & tools. Square edge magnesite bonded pinewood fiber panels of size 600x1200x10mm having density 400kg/m3, weight 4kg which is fixed to wall with suitable fasteners. Synthetic polyfibre 5x10mm thick adhered on strand panel by using Stick 7 adhesive. Fabric of width 1400mm is then aligned to the Stretch tracks by following the fabric thread line or pattern. The fabric is stretched and tucked into the Stretch tracks and secure into the locking jaws so that it will be smooth, free of wrinkles with the tucking tools. Minimum 50mm additional fabric is required for tucking hence maximum module wall fabric width would be 1300mm. TECHNICAL SPECIFICATIONS: • Core - pine Woodfibre & polyfibre • Fire – 1		

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

	• Acoustics – NRC 0.85 • Climate (OC RH) – 49, 90 • Termite resistance – Yes • Light reflectance – Colour dependent • Green (RC %) – 25 • Hygiene (VoC, Clean room) – Low, Class 1 Note: The use of type 1 & type 2 acoustic material shall be based on the approved design of conference room by OIL. Minor modification or addition of work to improve the décor and ambience of the office should be done during execution of job. Color & pattern shall be approved before start of job. Installation of light/ COV light as per design shall also be completed along with panel works. Make: Anutone/Hera Design/Tectum or equivalent		
430	**Revolving Chair** Supply and installation of Revolving Chair Make Godrej Model KAREENA HIGH Back or Equivalent	Nos.	40
440	**Audio Video (as per Annexure V)**	LSM	1
450	**Supply, Installation, Testing & Commissioning of VRF Air-Conditioning System (as per Annexure IV)**	LSM	1
460	**Miscellaneous Works (As per Annexure VI)**	LSM	1
1. Tenure of Agreement: The duration of contract shall be for a period of **Four (04) months and 15 (fifteen) days (including 15 (fifteen) days of mobilization time)** from the date of issuance of the Letter of Award (LOA).			
2. Mobilisation Period: **15 (fifteen) days** from the date of issue of LOA.			
3.The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.			
4. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.			

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION I: The following Clauses of 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.

Mobilization	**Fifteen (15) days** from the date of issuance of Letter of Award (LOA). Mobilisation shall be treated as completed once the activities mentioned under the ***'Inspection'*** clause below are done.
Duration of contract	The duration of contract shall be for a period of **Four (04) months and 15 (fifteen) days (including 15 (fifteen) days of mobilization time)** from the date of issuance of the Letter of Award (LOA). Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, then the duration of the contract shall be considered for **Four (04) months** from the date of completion of actual mobilization.
Inspection	Mobilization Inspection as detailed below: 1. PF, ESI Codes and Group Personal Accident & Health Insurance of Contractor's personnel. 2. Labour Licence or Labour clearance advice as applicable from the competent authority. 3. List of manpower to be deployed as per Contract.
Performance Security	10% of Contract value
Terms of Payment	Payment may be made, not often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Intermittent milestone payment as per the line items will be paid upon completion of the line item as defined in the agreement. Additionally, as defined under scope of work, for bought out items like Glass door/Opaque door, Chair, Table will be eligible for 80% payment of the quoted price upon receipt/delivery of the items at OGPS new constructed Building, Duliajan and rest upon successful installation and commissioning. All payments shall be based on the actual work done including deviations - if any and for any deductions. All work done will be measured and checked

	and certified by the Company's representative before any payment is made. **Note:** i. No advance payment will be made in any form. ii. All payment shall be made as per actual job done.
Insurance	The contractor shall provide insurance to cover his men, material, machinery and equipment. OIL shall not be liable to any claim for accident/loss / theft during execution of work or during the transportation / stay.
Liquidated Damage	**LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION AND COMPLETION OF WORKS AND SERVICES:** (i) In the event of the Contractor's default in timely mobilization and completion of the project within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value. (ii) In case the time delay in mobilization is made up by completing the job execution within the timeline by the Contractor, no liquidated damages shall be deducted. Similarly, if the mobilization is completed before scheduled period of mobilization but completion of job execution is delayed, LD shall be applicable only for the period exceeding the total period allowed for mobilization and job completion put together. Further, in case both Mobilization and job completion are delayed, Liquidated Damages shall be applicable. 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 deemed fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.
Provision of Personnel facilities	**CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Contractor's personnel including catering services shall be Contractor's responsibility. Transportation of contractor's personnel, equipment, materials, plants etc. is under the scope of the

	Contractor. Vehicle should be made available by the contractor at work site for emergency mobilization of personnel to hospital in case of injury/accident. No additional cost to the effect shall be borne by OIL.
Warranty and remedy of defects	**Defect Liability Period: Twelve (12) months** from the date of completion of work. The Contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer In-Charge (EIC) which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by Contractor or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the EIC or in default, the EIC may carry out such works by other work and deduct actual cost incurred towards Labour, supervision and materials consumables or otherwise plus overheads from any sums that may then be or at any time thereafter, become due to the Contractor or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the EIC in writing. Notwithstanding the above provisions the supplier's guarantees/warrantees for the replaced equipment shall also be passed on to the Company. In case an item has got a guarantee/warranty period, then the same is to be passed on to OIL. If such item fails before its guarantee period is over, then contractor has to rectify/replace it at his own cost. However, in case of critical items, if the guarantee/warranty period is beyond defect liability period, then guarantee/warranty shall be applicable for that period also. Standard accessories & warranty provided by the OEMs/ authorised dealer of OEMs for all items must be passed on to OIL. The warranty shall cover replacement of defective hardware/items etc.
Limitation of Liability (%)	100% in line with GCC.

Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may be	Contractor's liability.
Subcontracting: Allowed/Not Allowed	Not Allowed
If allowed, define Petty Services	NA
Address details for submission of invoice	*All Invoices are to be sent to the following address:* *CGM-OGPS* *OGPS* *Oil India Limited,* *P.O. Duliajan-786602* *Dist. Dibrugarh, Assam*
Force Majeure Rate	In case of Force Majeure, no Force Majeure Rates shall be paid.

SECTION-II: GOODS AND SERVICES TAX:

1 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.

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

2. "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.

3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid

.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 filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

5. Where the 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 filled under GST laws &rules should be timely filed by supplier with requisite details.

The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

6. Where the 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 subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including **GST**.

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.

8. Contractor/Contractor 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 / Contractor 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.

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/Contractor, OIL shall withhold the payment of GST.

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/Contractor but will be directly deposited to the government by OIL.

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.

12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor 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.

13. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.

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.

15. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

18. 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.

19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

20. In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

21. 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 shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

22. 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.

23. 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.

24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

25. 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.

26. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

27. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

28. Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as

inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

29. Documentation requirement for GST: The Contractor 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;
Note: OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW
Arunachal Pradesh :12AAACO2352C1Z8

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.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

30. Anti-profiteering clause:
As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

31. In case the GST rating of Contractor 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 Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

SECTION-III: SPECIAL TERMS AND CONDITIONS

Details of the Service	Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building.
Area Of Operation	New WC & I Office Building at Field Headquarters, Oil India Limited, Duliajan, Dibrugarh, Assam, 786602.
HSE Policy	Refer **Part - V: Safety Measures** of Tender documents
Interim de-Mobilization and Re-mobilization	Not Applicable
Notice	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** a) **For contractual matters** CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in b) **For technical matters**

	CGM-PSS Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280-6476 Email: praychoudhury@oilindia.in c) **Contractor** _____ A notice shall be effective when delivered or on the notice's effective date, whichever is later.
RECORDS, REPORTS AND INSPECTION	As per GCC
PENALTY	If the contractor fails to carryout, execute and complete the work to be done by him under this contract to the entire satisfaction of the Engineer-in-charge, then OIL may impose token penalty as deemed based on the merit of the case by Competent Authority. In case of delay in warranty attention beyond the time limit specified then also penalty as desired by Competent Authority will be imposed. OIL reserves the right to even get the work done by other agencies at the risk and cost of working contractor
Financing of Trade Receivables Of Micro And Small Enterprises (MSEs) Through Trade Receivables Discounting System (Treds) Platform:	Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer. (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor. (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors,

	officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis. (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices. **Note:** (i) Buyer means OIL, who has placed Purchase Order / Contract on an MSE Vendor (Seller). Seller means an MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).
ABNORMALLY HIGH UNIT RATES/ABNORMALLY LOW UNIT RATES (AHR/ALR ITEMS)	Against tender for item-rate contracts where the quoted rate is above (+)/below (-) 50% (Fifty Percent) of Company's estimated rate, such items quoted by the successful bidder shall be considered as Abnormally High Rate/Abnormally Low Rate (AHR/ALR) items. Company reserves the right to negotiate rates of all such AHR items, in addition to any other items of the tender as may be considered appropriate, before award of contract. Also, the successful bidder shall provide the analysis of rates quoted for AHR/ALR items to justify the reasonability, if requested by Company. Bidder shall confirm acceptance to the reduced item rates agreed during negotiation and payment shall be based on the agreed rates. The Contractor shall obtain prior permission from Company's Engineer in-charge/Project Manager (Company's designated officer for job supervision during execution) before executing any quantity in excess, in case the quantities against such AHR items exceed the specified quantities provisioned in the Scheduled of Rate (SOR)/Bill of Quantity (BOQ).

	Payment of AHR items in excess of quantities stipulated in SOR/BOQ shall be made at the least/lowest of the following rates: (a) Rates as per SOR (quoted/agreed by the contractor) (b) Rate of the item which shall be derived as follows: (i) Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses). (ii) In case above rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, materials and labour plus 15% (max) to cover contractor's supervision, profit, overhead & other expenses.

SECTION IV: SCOPE OF WORK & OTHER TERMS AND CONDITIONS

1) Definitions: -

a) Interior Works will broadly include but not limited to completion of the following: **-**

i. **Space Planning:** Arranging and organizing the layout of furniture, fixtures, and other elements within a space to optimise functionality and flow.

ii. **Connectivity**: Absolutely, having proper connectivity in all cubicles / workstations is essential for a productive and efficient work environment. This includes adequate ports for LAN/Internet access, Power outlets for connecting Desktop PC/ Laptops, and communication ports for connecting landline phones to ensure seamless collaboration and workflow.

iii. **Colour Scheme:** Selecting appropriate color palettes for walls, ceilings, and other surfaces to create a desired atmosphere or mood.

iv. **Wall Finishes:** Applying finishes such as paint, wall panelling or texture to enhance the appearance of walls.

v. **Ceiling Design:** Installation of false ceiling wherever necessary with including lighting fixtures, molding, and other decorative elements.

vi. **Furniture Selection:** Choosing appropriate workstations along with furniture such as chairs, wall cabinets, see-through file cabinets that complements the overall design theme and meets the functional needs of the space.

vii. **Lighting Design:** Planning and installing lighting fixtures to provide adequate illumination while enhancing the overall ambiance.

viii. **Window Treatments:** Selecting and installing curtains, blinds, or shades for windows to control natural light and add privacy.

ix. **Decorative Accessories:** Adding finishing touches like artwork, sculptures, vases, and other decorative items to enhance the visual appeal.
x. **Cabinetry and Built-ins:** Designing and installing custom cabinetry, shelving, and built-in units for storage and organization.
xi. Textiles: Choosing and incorporating fabrics such as upholstery, drapes, and cushions to add texture and warmth to the space.
xii. **Air conditioning:** Installing air conditioners or customised air conditioning systems in all the floors.
xiii. **Electrical and Plumbing:** Planning for the placement of electrical outlets, switches, and plumbing fixtures to meet functional requirements.

b) Area of Operations/ work
New WC & I Office Building at Field Headquarters, Oil India Limited, Duliajan, Dibrugarh, Assam, 786602.

c) Effective Date, Date of commencement of contract and duration of contract:
The contract shall become effective once the mobilization is completed.

d) Commencement date:
The date on which mobilization is completed i.e. the contractor's personnel along with necessary materials & equipment arrived at site will be the commencement date of the contract. Mobilization of contractor's personnel, materials, and equipment at WC&I Section (OGPS), Duliajan shall be completed within 15 days (Fifteen) from date of receipt of Letter of Acceptance (LOA)/Work Order.

e) Company's Engineer means Chief General Manager (OGPS) or officer deputed by Chief General Manager (OGPS) or authorised company representative.

f) Inspection" means initial/periodic inspection carried out by the Company's Engineer to ascertain that the job is being executed as per the contract terms & condition.

g) "Licence and Permits" means any requirement of statutory Licence & permit (if applicable) shall be completed by the Contractor to the satisfaction of the Company and the same shall be available to produce before the Company or statutory officials as and when asked for it.

h) Statutory Acts" means all the State and Central Government statutes and regulations applicable as may be in force from time to time and shall particularly include but not be limited to the following:

1) The Contract Labour (Regulations & Abolition) Act, 1970, and the rules framed there under.
2) The Minimum Wages Act, 1948,
3) The Employees Provident Fund & Miscellaneous Act, 1952,

4) The Workmen Compensation Act, 1923 &
5) Industrial Disputes Act, 1947
6) Industrial Employment (Standing Order Act, 1946)
7) Inter-State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
8) Payment of Wages Act, 1936.
9) GST Act
10) CEA regulations, 2010 and related electrical standards
11) National Building Code-2016

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.

The Contractor shall be always solely responsible for compliance with all statutory acts during the tenure of the service Agreement.

i) Technology Integration: Incorporating modern technology, audio-visual equipment along with LED TV (optimum size), PA systems in conference, white boards etc.

2) Supply, Installation and Commissioning:

The scope for interior work in this TENDER is for New WC & I office Building in all aspects. The interior work includes but not limited to the following:

1) Interior works of Conference Room.
2) Interior works of Executives Rooms.
3) Interior works of Training Room.
4) Interior works if Staff's room.
5) Interior works of Tea Room/Pantry including supply of Coffee Vending Machines.
6) Interior works of Waiting/ Lobby area of all the 3(Three) floors.
7) Installation of Audio-Visual System of Conference Room. (As per Annerxure V)
8) Installation of VRF Air conditioning systems (As per specs of Annexure IV) in the entire building including lobby area of all the 3 floors.
9) Other Miscellaneous works (As per Annexure VI)

Note: Detailed specification as mentioned in the SOQ must be complied.

3) Project Execution:

A) Pre-installation Activities:

Pre-installation activities shall include, various permits, clearances/ approvals required before commencement of activities. Contractor has to arrange all the jobs associated with the installation and commissioning of the systems required in connection with the project as per scope of work. Following shall be part of the Pre-installation activities wherever they are applicable for this project.

B) Permission from Statutory Agencies:
Liasoning with local authorities (State/Labour Dept/Fire & Emergency Services) for obtaining necessary permissions /clearance (if any) for taking up installation activities, if required.

C) Mobilization of Man and Material at Site for Installation:
Before receipt of material at site, the contractor shall mobilize personnel and site execution team(s) at site to make necessary arrangements for obtaining local clearances to start the site works, establishing site offices, arrangement for storage of materials received on delivery at site etc.

D) Project Timelines: -

Description	**Timeframe**
Site Visit/ Inspection, Submission of 3D Drawing, Project Preliminary meeting	15 Days from the date of receipt of LOA
Date of commencement of contract	Once the mobilization is completed.
Contract duration	4(Four) months from the date of completion of mobilization.

4) Detailed Scope of work:

a) This specification covers the details for Hiring of Services for carrying out of and Interior works of the Conference Room, Training Room, Waiting Lobby, Officers Room, Stairways, Kitchen including supply, installation & commissioning of Furniture items, Audio visual systems in Conference room and Training Room, VRF Air Conditioning system, Electronics items in the newly constructed WC & I Office Building (G+2) at Duliajan, Assam as per specifications elaborated in this Tender.

b) The bidder must study the Tender and quote for the total solution of works in all respects. Detailed SOQ in line with the Tender requirements must be complied by the bidder. The successful bidder shall have the entire responsibility to complete the works as mentioned under the contract. The bidder may carry out pre site survey/visit at his own cost before bidding for the tender.

c) The proposed Internal Layout Drawing/ Floor Plan is enclosed as Annexure-III. The contractor should note that the proposed plan is only tentative, and the final work may vary depending on the site conditions/suitability at the time of execution of the job as directed / approved by OIL.

d) The detailed 3D Layout/Drawings shall be submitted by contractor after placement of order for approval by OIL within 15 days from the date of issue of LOA, before execution of job.

e) All materials, manpower, tools, equipment, and consumables shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job.

f) For any job as detailed in the Contract Agreement if any specific drawing/layout is required, the contractor must make arrangement at his own cost to provide the same within 03 (three) days for approval of OIL, necessary changes/suggestions in the drawings as deemed fit by OIL is to be made by the contractor. No extra cost will be paid to the contractor on this account.

g) All furniture viz. Conference Table, Tables, Modular cabinets etc. may be made on-site for customized requirement.

h) Bidder must submit duly filled in signed (wherever applicable) and stamped documents mentioned in Specification and Compliance sheet.

5) Special Terms & Conditions:

a) OIL's Scope of Supply

a. To arrange for all necessary administrative formalities like gate passes of team applicable for carrying out jobs in Fire Station, Duliajan.
b. Provide Induction training to contractor's employee.
c. To provide sufficient space for keeping of materials & equipment.

b) Contractor's Scope of Supply:

a. The Contractor shall bear the cost of all Personal Protective Equipment (PPE) for all their employees to be deployed for working. The list of minimum PPEs shall include the following items (but not limited to):
    i. Safety Shoes as per IS-15298
    ii. Safety Helmet as per IS-2925

b. The contractor shall ensure strict compliance of personnel protective equipment (PPE) by the workforce engaged by the contractor. In case of damage to PPE, the contractor shall provide a new PPE to his workforce at his own cost. The Contractor shall ensure that all necessary safety gears/PPEs are available with their employees and properly used while executing work.

c. Tools/Equipment/ Spares: The Contractor shall provide tools/equipment for the complete services. The Contractor shall ensure the availability of all the tools during whole contract period for the complete uninterrupted services.

d. Power supply for AC system (both indoor and outdoor units) with all required wiring/DBs/MCBs/MCCBs/cables etc. will be in the scope of the contractor only.

e. Civil jobs like dismantling of existing false ceiling (gypsum board in this case), refixing of the same and any additional requirement arises for installation and commissioning of the VRF AC system will be in the scope of the contractor only.

f. Any additional requirement of electrical point wiring/ power point wiring/circuit wiring/ submain and main wiring/ DBs, for complete installation and commissioning of work station and utilities requiring electrical power will be in the scope of the contractor only. Also, any alteration/modification/dismantling in electrical system, required for fixing of wall paneling/workstation or any other item, will be in the scope of the contractor only.

g. Prior to carrying out electrical works, the contractor shall submit a layout drawing and an electrical SLD for approval of the same from us. They shall carry out electrical works only after approval of above documents from electrical department.

h. An approved make list of electrical items for incorporation is attached herewith.

Make List of Electrical Items

Sl.No	Item Description	Approved make
1	All Cables and Wires	FINOLEX/HAVELLS /POLYCAB/RR KABEL/KEI
2	Copper lugs	DOWELL/3D-BILLET/JAINEX
3	PVC conduit	RICHA/PLAZA/AKG/PRE STO PLAST/Anchor
4	Industrial switch-socket units	LEGRAND/SCHNEIDER/ SIEMENS/ HAVELLS

5	Ceiling fan, 1400 mm Sweep, White in Colour.	HAVELLS(Pacer)/BAJAJ(Kassels)/ORIENT (PSPO)/USHA/CROMPTON GREAVES
6	All LED Light Fittings (including Driver)	PHILIPS /CROMPTON/GE/BAJAJ/HAVELLS
7	All MCCB & MPCBs with enclosure	LEGRAND/SIEMENS / ABB /L&T/HAVELLS
8	All MCB'S (10KA, C- curve)	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS
9	All RCBO Note: Make of RCBO, MCBs and box shall be of same make.	ABB/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS/HAVELLS
10	All MCB DB Note: MCB DB and MCBs/RCBO fitted therein have to be of same make.	ABB/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS/HAVELLS
11	VTPN DB Note: VTPN DB and all components fitted therein have to be of same make.	ABB/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS/HAVELLS
12	Modular switches/Socket/Box/ Blank plate	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS/MK
13	Modular Fan regulator 100W	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS/MK
14	Metal GI Box	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS/MK
15	Metal enclosure for MCB	LEGRAND/SCHNEIDER/SIEMENS INDOASIAN/L&T/HAVELLS
16	Contactor for Lighting Controller	LEGRAND/SIEMENS/GE/HAVELLS/ SCHNEIDER/ABB/INDO-ASIAN

17	Industrial Wall/Exhaust Fan	USHA/HAVELLS/CROMPTON /BAJAJ
18	GI Pipe for earthing	JINDAL/TATA or as approved by OIL
19	Air Conditioner	VOLTAS/LG/BLUESTAR/DAI KIN/CARRIER

i. All electrical items and VRF AC system to shall be under warrantee for a period of 1 (one) year from the date of handing over of the works.

c) Delivery Terms:

Delivery of equipment and other materials to site i.e. including transportation, transit storage, if required shall be at the cost and responsibility of the Contractor. Also, the Contractor shall make necessary arrangement for handling and lifting of the materials at site. The material shall be under the custody of the contractor at site till completion of works, within the premises of OIL.

d) Deleted

e) Installation & Commissioning Terms:

i. Bidder will be responsible for carrying out all the interior works as per SOQ and detailed specification mentioned in SOQ as a part of installation and commissioning. Since the project will be a turnkey project bidder has to complete the work as a whole and any other items needed for completing the work must be provided by the bidder.

ii. Installation, commissioning, and site hand over must be completed within 4(Four) months from date of issuance of LOA.

iii. Training to cleaners of OIL must be provided by the bidder after completion of installation &commissioning.

f) Deleted

6) General Requirements under this Contract:

1. Contractor shall be solely responsible for providing all requirements to his personnel, including payment of wages & all allowances, PPEs etc. as mentioned in the contract.

2. Contractor shall maintain additional inventory of the PPE at site to meet any emergency.
3. Jobs carried out by the contractor shall be inspected by Engineer In-charge or his representative. In case any non-conformance is observe, contractor will have to attend/rectify/repair the same at their own cost within stipulated time.
4. The Contractor shall arrange gate passes for all their personnel and all personnel shall display their passes when on duty to the any installation/plant security as and when asked for.
5. OIL will not be liable for any loss, theft or any other damage to the contractor's property in OIL premises including that of the contractor's employees or any third-party personnel.
6. The Contractor shall provide at his own expenses, facilities like transport, boarding & lodging, medical etc. to all his employees, working under the Contract. All medical care, hospital treatment expenditure, etc. shall be the responsibility of the Contractor.
7. The Contractor will have to facilitate for a mess for the deployed manpower at site if required.
8. Contractor shall ensure that his personnel on duty will perform their assigned duties safely, effectively, and efficiently.
9. OIL reserves the right to carry out any training, organize drills, inspections and/or checks if consider necessary or desirable at any point of time whatsoever.
10. No additional terms & conditions over and above the conditions mentioned in the contract shall be entertained.

11. 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 upto 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(s) 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 contactor'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 SOQ & Specification document of this Contract. All such deviation orders shall be in writing and shall show the financial

effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

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

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

    If any additional items (items not covered in the tender / contract) are required to be executed during actual execution of works, the payment of such items shall be made as per the rates of OIL Schedule of Rates (SOR/SOQ) 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.

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

14. Insurance:
    i. The Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor during the currency of the contract.

    ii. The Contractor shall extend all the benefits as applicable, under the Employees' State Insurance Act, 1948 and its Rules, to all personnel engaged by him under the Contract.

iii. The Contractor shall take suitable group personal accident insurance (under Employees' Compensation Act, 1923) cover for taking care of injury, damage, or any other risks in respect of their personnel.

15.Provident Fund:

The contractors whosoever is liable to be covered under the PF Act, must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various act mentioned elsewhere in the Agreement. If contractor found violating these provisions will render disqualification from any future tendering (GCC Clause). The Company also reserves the right to withhold the amount payable towards Provident Fund in case any complaint of violation of the above Act is received from Regional Provident Fund Commissioner.

16.Statutory Obligations:

The Contractor shall bear all other expenditure, which may be deemed necessary or required towards fulfilment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

*******END OF PART-III: SCC*******

SAFETY MEASURES (SM)

To,
CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

1.0 DESCRIPTION OF WORK/SERVICE: Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building.

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 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:

2.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

The Contractor shall abide by the following HSE (health, Safety & Environmental) points as mentioned below:

1. The Contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer In-Charge (EIC) which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by Contractor or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the EIC or in default, the EIC may carry out such works by other work and deduct actual cost incurred towards Labour, supervision and materials consumables or otherwise plus overheads from any sums that may then be or at any time thereafter, become due to the Contractor or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the EIC in writing Notwithstanding the above provisions the supplier's guarantees/warrantees for the replaced equipment shall also be passed on to the Company.

2. Contractor's arrangement for health and safety management shall be consistent with those of the company (OIL).

3. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by employee's act or omissions at work.

4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

5. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet, Full Body harness and Fall Prevention Devices shall conform to relevant IS Codes. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. 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 in the mines use the proper PPE while at work. Contractor employees should be trained in 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 to non-adherence to PPE shall be binding to the Contractor.

6. 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.

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

8. 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 method 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).

9. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

10. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

11. 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 user department/authorized representative of OIL before start of the job(s). Work permit should be in line as per the guidelines issued by HSE Department.

12. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

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

14. The contractor should prevent the frequent change of his deployed employees as far as practicable. However, if OIL Engineer In Charge found any person not appropriate with respect to the job, the Contractor has to

remove the person and replace a suitable person within the timeline as per the terms of the Contract.

15. OIL will communicate all information to the Contractor or his authorized representatives only. Contractor shall submit details of authorized representative wherever applicable.

16. The Contractor shall have to report all incidents including near miss to the representatives of OIL.

17. 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.

18. 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. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.

19. Necessary sign board/warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission 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.

20. Barricading of area to be done with reflecting tapes as applicable during work.

21. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

22. Smoking is provided in all Company restricted areas except in authorized smoking areas/shelter. 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.

23. 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.

24. 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.

25. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

26. The Contractor or his representative shall arrange daily toolbox meetings and maintain records.

27. All safety gears as per requirement of job are to be provided to the working personnel before commencement of the work.

28. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal) Yours Faithfully,

Date_____

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".

Preamble:

The principal intends to award, under laid down organizational procedures, contract/s for **Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building at OIL's Field Headquarters, Duliajan.**

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.

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 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 during 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.

(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 commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder 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 subsequent contract execution, if awarded.

(ii) The Bidder 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) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(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 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 public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder 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, for such reason.

1. If the Bidder 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 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 2 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 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 or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 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.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer 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 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 the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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 intensions.

..... **For the Principal** Date: Place:	**.....** **For the Bidder/Contractor** Witness 1: ..... Witness 2: .....

BID FORM

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

Sub: IFB No. CDO6731P25

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 the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will 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 and Twenty) days** from the 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 _____ 2024.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

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 Non-Compliance**" in the above Proforma is left blank (or not submitted along with the Bid), then it would be construed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
CGM- CONTRACTS (HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDO6731P25

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO6731P25** for **Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA FOR LETTER OF AUTHORITY

TO
CGM-CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam, India

Dear Sir,

SUB: OIL's IFB No. CDO6731P25

We, _____ of _____ confirm that Mr. _____ _____ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. **CDO6731P25**for **Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building** for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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.

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

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

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

SEALED with the said Bank this ___ day of _____ 20_____.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank (***):

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Contd.....P/2

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs.……
b) This guarantee shall be valid till ……
c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …… (Date of Expiry of BG PLUS one year claim period).
d) At the end of the claim period that is on or after ……. (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

a) SIGNATURE AND SEAL OF THE GUARANTORS_____
b) Designation_____
c) Name of the Bank_____
d) Address _____

Witness _____
Address _____
_____

Date _____
Place _____

Note:

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

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

*** The Bank Guarantee issuing bank branch shall ensure the following:

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

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee
(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

_____

Signature of Bidder with Official Seal

FORMAT OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

This guarantee is valid until the _____day of _____

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

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Contd.....P/2

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall is restricted up to Rs……
ii) This guarantee shall be valid till ……
iii) We are liable to pay the guarantee amount or any part thereof under this
iv) Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……(Date of Expiry of BG PLUS one year claim period).
v) At the end of the claim period that is on or after ……. (Date of expiry of the Bank Guarantee Plus Minimum of 01 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Witness _____
Address _____
_____

Date _____
Place _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee
(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

c. Further correspondence against BG towards Performance Security must contain the Contract Number.

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 _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of _____ for Rs. _____ (being 10 % of the total Contract value).

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.:

Contd.....P/2

(a) PART-I indicating the General Conditions of this Contract;
(b) PART-II indicating the Schedule of work, unit, quantities & rates;
(c) PART-III indicating the Special Conditions of Contract;
(d) PART-V indicating the Safety Measures.
(e) PART-VI indicating the Integrity Pact.

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.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No. _____ Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDO6731P25

To,
The CGM-Contracts (HoD)
Contracts Department,
OIL, Duliajan

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL LETTER HEAD OF THE BIDDER)

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Note 'b.' under Clause 3.0 Financial Criteria of BEC-BRC of Tender No. CDO6731P25

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 _____ have actually not been audited as on the Original Bid Closing Date.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

IFB No. CDO6731P25 **PROFORMA-XI**

COMMERCIAL CHECK LIST

Bidder's Name:_____

TENDER NO. CDO6731P25

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.

Sl. No.	Description	Bidder's Confirmation
1.	Type of Bidding Entity	
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 **120 (One Hundred and Twenty) days** from original Bid Due Date / Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid	

	document.	
12	Confirm that percentage of Local Content along with Certification of Incorporation/ Registration and other relevant documents required under BEC Clause No. 1.1 has been submitted.	
13	Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: PP-LC ~~or MSE?~~	
14.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
15.	Confirm acceptance to all terms & conditions of the Tender.	
16.	Confirm that all correspondence must be in English Language only.	
17.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
20	Confirm that you have duly filled up and submitted the Technical Evaluation Sheet for BEC BRC	

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 _____

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. .....for an amount of INR..... valid up to ..... as per terms and conditions of Tender / Contract No. .....

BG issuing bank details:

Bank: Branch: IFS Code:	
Contact Details E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
Correspondence Address H No/Street/City:	State: Country: Pin Code:

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No.: _____

Enclosure: Original bank guarantee

UNDERTAKING FOR LOCAL CONTENT

(To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____ for **Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building.**

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). **The percentage of Local Content is _____ %.**

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas, vide Notification No. **Letter No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024**.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

UNDERTAKING TOWARDS PURCHASE PREFERENCE

TO
CGM-CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam, India

Dear Sir,

We, _____ (Name of the bidder) have submitted Bid No. _____ against Bid No. _____ dated _____ **Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building.** We are eligible and shall avail benefit of Purchase Preference under the **PP LC** policy,

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. _____

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

_____
(Name & Signature of the authorised signatory of the bidder)

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

_____

(Name & Signature of the authorised signatory of the bidder)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTIONG

(REF. CLAUSE NO. 18.6 OF THE INTRODUCTION/FORWARDING LETTER)

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 18.1 OF THE INTRODUCTION/FORWARDING LETTER

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY (ToT)

(REF. CLAUSE NO. 18.1 OF THE INTRODUCTION/FORWARDING LETTER)

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement.

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

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO6731P25

Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	**1.0**	**GENERAL CONFORMITY**: 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 will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.			
2	**1.1**	**ELIGIBILITY CRITERIA:** **The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.** Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022** (including subsequent amendments thereof, if any) shall be applicable. Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding			

		stage: (a) The bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be liable for rejection. (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-XIII**] (c) Bidder to submit a copy of their Certificate Incorporation/registration in India.			
2.0 TECHNICAL EVALUATION CRITERIA					
3	**2.1**	**EXPERIENCE:** The bidder must have experience in successfully executing/completing **'SIMILAR WORK'** (s) in previous 07 (Seven) years to be reckoned from the original bid closing date in Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company/ any E&P Company (E&P means any company engaged in exploration and production of crude oil & natural gas) as under: - **2.1.1.** One completed **'SIMILAR WORK'** costing not less than the amount equal to **Rs. 1,67,74,000.00 (Rupees One Crore Sixty Seven Lakh Seventy Four Thousand only).** **OR** **2.1.2**. Two completed **'SIMILAR WORK'(s)** each costing not less than the amount equal to **Rs. 1,04,84,000.00 (Rupees One Crore Four Lakh Eighty-Four Thousand only).**			

		OR **2.1.3.** Three completed **'SIMILAR WORK'(s)** each costing not less than the amount equal to **Rs. 83,87,000.00 (Rupees Eighty Three Lakh Eighty Seven Thousand only).**			
4	**Notes to BEC Clause 2.1 above**	**a. 'SIMILAR WORK' mentioned in Clause No. 2.1 means:** "Successful completion of interior works comprising wall panelling works including electrical works and supply, installation & commissioning of Variable Refrigerant Flow (VRF) air conditioning system and associated facilities like audio-visual system/furniture." **b.** Proof of requisite Experience, viz award and subsequent successful execution/completion of 'SIMILAR WORK' (refer Clause no. 2.1 above), must be substantiated by submission of the following documents along with the bid: A. Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above. AND B. Job Completion Certificate showing: i. Gross value of job done ii. Nature of job done and Work order no./Contract no. iii. Contract period and date of completion OR SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the Client/End User indicating the following: i. Work order no./Contract no. ii. Gross value of jobs done			

		iii. Period of Service iv. Nature of Service **c.** In case requisite experience is against **OIL's Contract,** the bidder need not submit requisite documentary evidence but must categorically specify OIL's Contract Number and date against which they have executed the work. **d.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence. **e.** 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. 2.1 will only be treated as acceptable experience. **f.** Following work experience will also be taken into consideration: (i) If the prospective bidder has executed contract(s) in which "SIMILAR WORK" is also a component of the contract. (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date and the value/quantity executed within the last 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum quantum prescribed in the BEC. (iii) If the prospective bidder is executing **"SIMILAR WORK"** which is still running, and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.			

		For proof of work experience against Para f. above, to satisfy a) work defined above b) minimum prescribed value/quantity c) prescribed period of 07 years, bidder(s) must submit the Contract document / Letter of Award (LoA) / Work Order showing details of work along with breakup of 'SIMILAR' work and its period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value/quantity, issued by end user or a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number). **g.** Experience of **'SIMILAR WORK'** executed through 'sub-contracting' shall not be considered for evaluation. **h.** **'SIMILAR WORK'** executed by a bidder for its own organization/subsidiary/joint venture cannot be considered as experience for the purpose of meeting BEC. **i.** Bids submitted for part of the work will be rejected. **j.** Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.			
6	**2.2**	The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected.			
3.0	**FINANCIAL EVALUATION CRITERIA**				

7	**3.1**	Annual Financial Turnover of the bidder from operations during any o preceding 03 (Three) financial/accounting years from the original bic closing date should be at least **Rs. 1,04,84,000.00 (Rupees One Crore Four Lakh Eighty Four Thousand only)**. **[Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).**]**			
8	**3.2**	Net worth of the bidder must be Positive for the preceding financial/accounting year. **[Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".**]**			
9		**a.** For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid: (i) Audited Balance Sheet along with Profit & Loss account. OR (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**. Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered/Cost Accountant in Practice.			

	Notes to BEC clause 3.0 above	**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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**. **c.** 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 evidence for the same. **d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above. **e.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.1 & 3.2.			

4.0	**COMMERCIAL EVALUATION CRITERIA**				
10	**4.1**	The bids are to be submitted in single stage under Two Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**			
11	**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.			
12	**4.3**	Bid security shall be furnished as a part of the Techno Commercial Un-Priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected. PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable** for this tender **(being works contract tender)**. Hence, Purchase Preferences allowed as per Government Guidelines in Vogue and exemption from submission of bid security against MSE Units is **not applicable** for this tender. For details of submission of bid security bidder may refer ITB clause no. 12.0 of the tender.			
13	**4.4**	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
14	**4.5**	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.			
15	**4.6**	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.			
16	**4.7**	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
17	**4.8**	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.			
18	**4.9**	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)** EMD/Bid Security/Bid Bond **(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			
19	**4.10**	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.			
20	**4.11**	Bid received with validity of offer less than 120 (One hundred twenty) days from Bid Opening Date will be rejected.			
21	**4.12**	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Part-VI/Integrity Pact"** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the 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.			
22	**4.13**	Bidders shall submit declaration as per **Appendix-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.			
23	**4.14**	Bidders shall submit declaration as per **Appendix-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL.			
5.0	**PRICE EVALUATION CRITERIA**				
24	**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. 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.			
25	**5.2**	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			
26	**5.3**	If there is any discrepancy between the unit price and the total price, the unit price will 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 will be adopted for evaluation.			
27	**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 days/parameters, as the case may be.			
28	**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.			
29	**5.6**	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
30	**5.7**	In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price			
31	**5.8**	The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.			

32	**5.9**	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.			
33	**5.10**	Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.			
34	**5.11**	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
35	**5.12**	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			
6.0 GENERAL					
36	**6.1**	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.			
37	**6.2**	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 will be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the			

		original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.			
38	**6.3**	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.			
39	**6.4**	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.			
40	**6.5**	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.			
41	**6.6**	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
7.0	**PURCHASE PREFERENCE CLAUSE:**				
42	**7.1**	**PURCHASE PREFERENCE TO MSE BIDDERS:** **Purchase Preference** allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable** for this tender (being works contract tender).			
43	**7.2**	**PURCHASE PREFERENCE POLICY (PP-MII):** Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for			

		Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof. Bidders seeking benefits, under Purchase Preference Policy (PP-MII) shall have to comply with all the provisions of Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 or subsequent amendments, if any.			
8.0	**AWARD OF CONTRACT:** Contract for hiring of the tendered services shall be awarded as below**:**				
44		**A. L-1 bidder is a Class I PPLC bidder:** In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder. **B. L-1 Bidder is other than Class I PPLC:** In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.			
45	**9.0**	**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**: Bidders should submit Undertaking as mentioned in the forwarding letter that their bid is compliant to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.			

46	**10.0**	**DOCUMENT AUTHENTICITY UNDERTAKING:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-IX**.			
47	**11.0**	**CHECKLIST FOR BEC-BRC:** Bidder must submit the duly filled Technical Evaluation checklist, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation. Enclosed as TECHNICAL EVALUATION SHEET and COMMERCIAL CHECK-LIST.			
48	**12.0**	**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.			

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

DESCRIPTION OF WORK/SERVICE: Hiring of services for carrying Interior Works along with supply, installation, testing & commissioning of VRF air conditioning system in the newly constructed OGPS office building at OIL's Field Headquarters, Duliajan.

PRICE BID FORMAT-ETENDER NO. CDO6731P25

NAME OF BIDDER	
Bidder's GST No.	
SAC/HSN Code	

Item Sl. No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (CGST+SGST/ CGST+UTGST/ IGST/Not Applicable)	Amount (Rs.) Excluding GST	Amount (Rs.) Including GST
			A	**B**	**C**		**D = A * B**	**E = D+(D*C%)**
1	File Cabinets Glass Door/ Opaque Door Dimension: 8'*7'	Nos	5				0.00	0.00
2	Work Station (Sum of the quantities under SOQ line item nos. 20, 110, 160, 280 & 350)	Nos	35				0.00	0.00
3	Wall Panelling (Sum of the quantities under SOQ line item nos. 30, 120, 170, 220 & 360)	Sqft	2949				0.00	0.00
4	Revolving Chair	Nos	15				0.00	0.00
5	Visitor Chair (Sum of the quantities under SOQ line item nos. 50 & 380)	Nos	38				0.00	0.00
6	File Cabinets Glass Door/ Opaque Door Dimension: 14.5'*2.5'	Nos	8				0.00	0.00
7	Executive Table	Nos	8				0.00	0.00
8	Revolving Chair (Sum of the quantities under SOQ line item nos. 80, 130 & 180)	Nos	12				0.00	0.00

9	Visitor Chair (Sum of the quantities under SOQ line item nos. 90, 140 & 190)	Nos	24				0.00	0.00
10	File Cabinets Glass Door/ Opaque Door Dimension: 14.5'*2.5'	Nos	2				0.00	0.00
11	File Cabinets Glass Door/ Opaque Door Dimension: 13.5'*2.5'	No	1				0.00	0.00
12	File Cabinets Glass Door/ Opaque Door Dimension: 8.5'*2.5'	No	1				0.00	0.00
13	Executive Table	No	1				0.00	0.00
14	Revolving Chair (Sum of the quantities under SOQ line item nos. 230, 300 & 430)	No	73				0.00	0.00
15	Visitor Chair (Sum of the quantities under SOQ line item nos. 240 & 310)	Nos	14				0.00	0.00
16	Tv Unit	No	1				0.00	0.00
17	Sofa (3+2)	No	1				0.00	0.00
18	File Cabinets Glass Door/ Opaque Door Dimension: 17'*7'	Nos	2				0.00	0.00
19	Working Desk	Nos	2				0.00	0.00
20	Discussion Table	Nos	2				0.00	0.00
21	Pantry Setup	No	1				0.00	0.00
22	File Cabinets Dimension: 14.5'*2.5'	No	1				0.00	0.00
23	Revolving Chair	Nos	4				0.00	0.00
24	U Shaped Conference Table	No	1				0.00	0.00
25	Wall Display cum Cabinet	No	1				0.00	0.00
26	Side Table	Nos	4				0.00	0.00

27	Acoustic Panelling	Sqft	990				0.00	0.00
28	Audio Video (as per Annexure V)	LSM	1				0.00	0.00
29	Supply, Installation, Testing & Commissioning of VRF Air-Conditioning System (as per Annexure IV)	LSM	1				0.00	0.00
30	Miscellaneous Works (as per Annexure VI)	LSM	1				0.00	0.00
						Total Contract Cost (Rs.)	**0.00**	**0.00**

NOTE:

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

2. The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST (CGST & SGST/UTGST or IGST).

3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.

6. Bidder may seek benefits under Purchase Preference Policy linked with Local Content (PP:LC).

7. Refer to GCC & SCC for detail of GST.

8. Refer to SOQ & SCC for Item detail Description.

9. Mobilisation Period: 15 (Fifteen) days from the date of issue of LOA.

ANNEXURE IV

S.N.	Description	Qty.	Unit
A.	**VRF AIR-CONDITIONING SYSTEM-SUPPLY**		
1.0	VRV/VRF SYSTEM (Make- LG/VOLTAS/BLUESTAR/CARRIER/DAIKIN)		
	Variable Refrigerant Flow type air conditioning system complete with indoor and outdoor units, individual remote controller, interconnected refrigerant piping, control cabling etc. as per detail given in specifications and having following items. The units are suitable for cooling. Refrigerant to be used shall be R410A only.		
1.1	**VRV/VRF OUTDOOR**		
	Supply of Outdoor units equipped with highly efficient scroll/Rotary type compressors single module, heat exchanger, low noise condenser fan, vibration isolator, auto check function for connection error. Y joints, auto address setting and capacity as mentioned below. The units are mounted on MS painted frame. The quoted capacity of the outdoor units should be actual at ambient conditions.		
a)	84 HP VRF ODU UNIT- Cool Only	1	Nos
2.0	INDOOR UNIT		
2.1	Cassette Unit		
a)	1.0 TR Cassette Unit	2	Nos
b)	1.5 TR Cassette Unit	14	Nos
c)	1.7 TR Cassette Unit	3	Nos
d)	2.0 TR Cassette Unit	2	Nos
e)	2.3 TR Cassette Unit	2	Nos
f)	2.8 TR Cassette Unit	3	Nos
g)	3.2 TR Cassette Unit	12	Nos
3.0	Refnets (Y-Joints)	37	Nos
4.0	Remote Controllers		
a)	Cordless Remote	38	Nos
B.	**VRF AIR-CONDITIONING SYSTEM- SUPPLY, INSTALLATION, TESTING & COMMISSIONING**		
1.1	VRV/VRF OUTDOOR:		
	ITC OF Outdoor Units equipped with highly efficient Scroll/Rotary type compressors single module, heat exchanger, low noise condenser fan, vibration isolator, auto check function for connection error, Y joints, auto address setting and capacity as mentioned below. The units are mounted on MS painted frame. The quoted capacity of the outdoor units should be actual at ambient conditions.		
a)	78 HP VRF ODU UNIT -Cool Only	1	Nos
2.0	INDOOR UNIT:		
2.1	Cassette Unit	38	Nos

ANNEXURE IV

3.0	Refnets (Y-Joints)	1	Lot
4.0	Copper Pipe		
a)	Supply Installation, testing and commissioning of Inter connecting refrigerant copper pipe work for VRF	340	Rmt
5.0	Control Cabling from Indoor to outdoor unit for all the units with necessary fittings. The cabling shall be bundled properly and shall be neatly aligned with the Refrigerant piping. The cabling shall be well supported at specific intervals and & similar to refrigerant piping. (2 core * 0.75 sq mm cu. Cable or as per manufacturing recommendation)	460	Rmt
6.0	Drain Piping shall be Hard PVC 25mm dia for single unit, 40mm dia for two units and 50mm dia for 3 units. Drain piping shall be insulated with 13mm nitrile rubber insulation Armacell/K flex/Thermo break make.	210	Rmt
7.0	Supply and Charging of R410 A Refrigerant Gas as required.	1	Lot

Annexure VI

SL NO.	ITEM NAME	SPECIFICATION	UOM	QTY
1	Digital Podium	SITC of Podium in Metallic Frame, powder coated with Customised caster wheels & brakes. Drawer for keyboard, mouse, and document camera. Top Connectivity Plate to have 2 X USB, one MIC XLR, 1 VGA IN + Audio IN, 1 HDMI IN, Power Socket with ON/OFF. Internal Connectivity: HDMI 4 x 2 HDMI Matrix Switcher with HDMI 2.0, HDCP 2.2 & 1.4, Support 18 Gbps uncompressed bandwidth on all HDMI, Video resolution up to 4K2K@60hz YCbCr 4:4:4. Support Dolby Vision, HDR 10+, HLG and CEC function and with Inbuilt Audio extractor L/R analog and Optical out, podium to have minimum 8 Universal rating 5 Amp Socket with miniature circuit breaker. Provision of 19" Rack inside podium to fit in international standard equipment. Access doors for servicing both from front and back side of the podium. (Civil/IT/FC)	NOS	1
2	4-Seater Table	Four seater Dining Table set for Pantry with centre table and 4 4-Seater Table Nos. of sitting chairs Make: Godrej/Featherlight/Methodex or equivalent Model: Timeout 4 Seater Membrane or equivalent	NOS	2
3	Sofa 3-Seater	Supply and installation of 3 seater sofa for waiting area: Seat Foam: The Seat is made of double layer PU Foam. Seat is upholstered with Fine quality Fabric or Leatherite. Back Foam: The Back is made of double layer PU Foam. Back is upholstered with Fabric Leatherite. Make: NOS Godrej/Featherlite/Methodex/or equivalent Model: Godrej Pisa or equivalent Note: The colour and type of sofa need to match the ambiance of waiting area partition and must be approved before supply.(Civil)	NOS	3

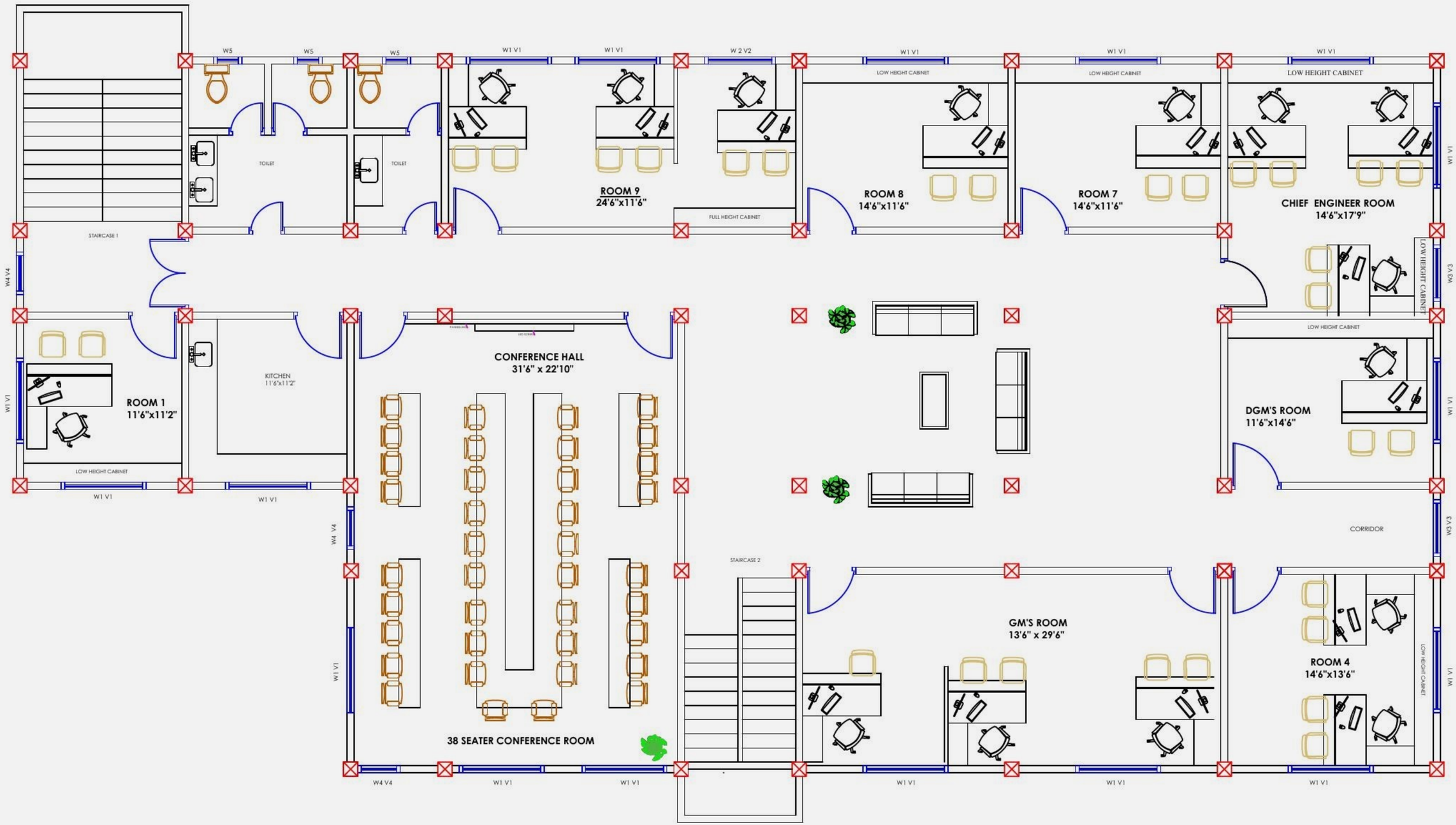
4	Sofa 2-Seater	Supply and installation of 2 seater sofa for waiting area: Seat Foam: The Seat is made of double layer PU Foam. Seat is upholstered with Fine quality Fabric or Leatherite. Back Foam: The Back is made of double layer PU Foam. Back is upholstered with Fabric or Leatherite. Make: Godrej/Featherlite/Methodex/equivalent Model: Godrej Pisa or equivalent Note: The colour and type of sofa need to match the ambiance of waiting area partition and must be approved before supply.(Civil)	NOS	3
5	Centre Table	Supply and installation of centre table for waiting area: Make :Godrej/Featherlite/Methodex/equivalent Model: Godrej Pisa or equivalent Note: The colour & type of centre table need to match the ambiance of waiting area partition and must be approved before supply.	NOS	3
6	Partition Designer	Providing and fixing vertical 12mm plywood like vertical bars with flowerpot pockets and COV lights. The outer partition to be pasted with 1mm laminate and detail design to be discussed with the OIL's in-charge and Flowerpots to be put Partition Designer there with indoor plants on it. Approx. perimeter for partition is 20m and height is 3.6m. The partition shall be completed with decorative laminate finish over the ply board as specified and directed by the department need to match the ambiance of waiting area with the other office area. .(Civil)	LS	1
7	Display Screen	Supply and commissioning of 55" LED TV including all fittings of Make SONY, LG (IT)	NOS	1
8	CCTV 16 Camera with Display	CCTV 16 CAMERA Supply and installation of cctv cameras of 16 nos with NVR and screen including cabling and all other accessories (FC/IT)	SET	1

9	Supplying & Fixing of Call Bell	Supplying and fixing of Remote Call bell (Buzzer) including 5/6 amp capacity button piano type bell push switch including connection as approved by the Dept. as required. (FC)	NOS	10
10	Blinds Vertical	Supply and installation vertical blinds colour to specified by Oil SQFT officials. Make - Nova, Vista, Hunter Douglas (Civil)	SQFT	1500
11	Blinds Roller	Supply and installation roller blinds black out in nature Make- Nova, Vista, Hunter Douglas (Civil)	SQFT	540
12	Name Plate for Rooms	Supply and Installation SS Letters board for Display of Executives name & designation and other rooms. (Civil)	LS	33
13	Name Plate for Department	Supply and Installation SS Letters for Display of Dept Name (i.e. WELL COMPLETIONS AND INTERVENTION SECTION (WC&I), OIL INIDA LIMITED, DULIAJAN, ASSAM). The letter size for each letter in the name plate must be 12".	NOS	1
14	Glowing LED signboard for Building	Providing and fixing of glow shine board of 3600mm *1200mm with lights in all aspect	NOS	1
15	Toughened Glass Door Motorised	Providing and fixing of liquid Toughened Glass Door Motorised in all aspect (Civil)	NOS	3
16	Repair to Existing false ceiling		LS	1

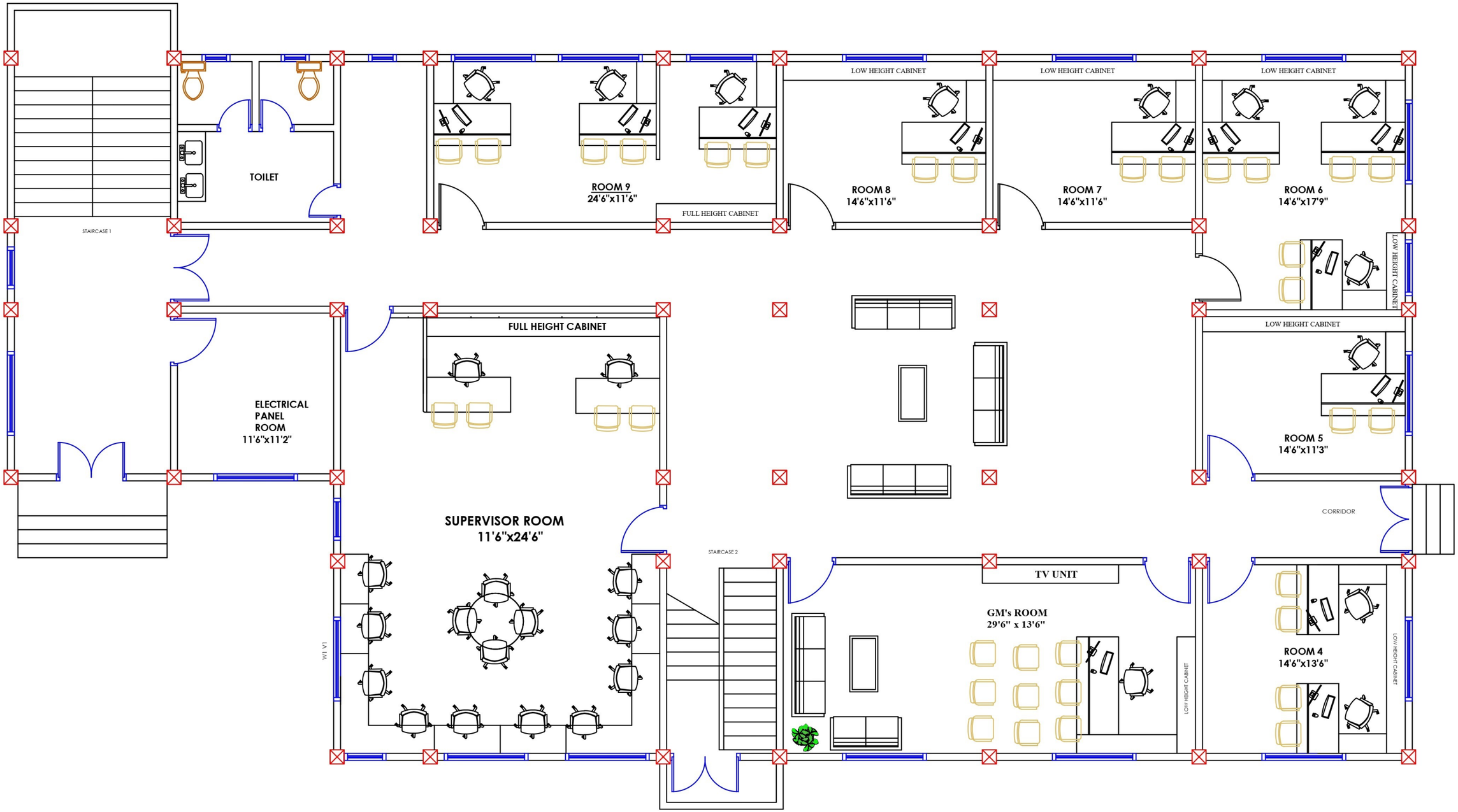
AUDIO/VIDEO

Sl.NO.	DESCRIPTION	MAKE	MODEL	UOM	QTY
1	110 INCH LED DISPLAY	LG	UM5J	PIECE	1
2	WALL MOUNT FOR ABOVE	BTECH	BT9903	PIECE	1
3	WALLPLATE	EXTRON	WPB 110A	PIECE	1
4	CABLE CUBBY WITH HDMI	EXTRON	202 MULTI	PIECE	2
5	8x4 SEAMLESS 4K SCALING PRESENTATION MATRIX SWITCHER	EXTRON	DTP CROSSPOINT 84 4K IPCP SA	PIECE	1
6	WIRELESS PRESENTATION SYSTEM	BARCO	CSE-200	PIECE	1
7	HDMI AND AUDIO TO USB SCALING BRIDGE	EXTRON	MEDIAPORT 200	PIECE	1
8	DTP TRANSMITTER FOR HDMI	EXTRON	DTP HDMI 4K 230 TX	PIECE	2
9	DTP RECEIVER FOR HDMI	EXTRON	DTP HDMI 4K 230 RX	PIECE	2
10	6FT FDMI PATCH CABLE	EXTRON	HDMI ULTRA/6	PIECE	10
11	HDMI CABLE 35 FEET'	EXTRON	FD PRO/P 35	PIECE	3
12	USB PATCH CABLE	NT	NT257A	PIECE	2
13	BOUNDARY MICROPHONE	SHURE	MX393	PIECE	12
14	20" CONDENSER GOOSENECK MIC (CARDIOID), BLACK	SHURE	MX418S/C-X	PIECE	1
15	WIRELESS HANDLE MIC	SHURE	BLX24RIN/PG58	PIECE	2
16	WIRELESS LAPEL MIC	SHURE	BLX14RIN/CVL	PIECE	1
17	12x8 ProDSP	EXTRON	DMP 128 PLUS C AT	PIECE	1
18	DSP 6X4	EXTRON	DMP 64 PLUS C	PIECE	1
19	AMPLIFIER	EXTRON	XPA U 3502	PIECE	1
20	SPEAKER	EXTRON	SM 26	PIECE	4
21	TABLET	APPLE	10.2 INCH IPAD SILVER 32GB	PIECE	1
22	DOCKING STATION SLEEVE+ BASE STATION	LAUNCH PORT	SLEEVE- WHITE	PIECE	1
23	DUAL BAND WIRELESS ACCESS POINT	LINKSYS	E5600	PIECE	1
24	EXTRON CONTROL APP	EXTRON	EXTRON CONTROL	PIECE	1
25	16-PORT DIGABIT DESKTOP SWITCH	D-LINK	D-LINK	PIECE	1
26	STEREO AUDIO/ CONTROL CABLE	BELDEN	8723	PER METER	300
27	MICROPHONE BULK CABLE	BELDEN	1813A	PER METER	200
28	SPEAKER CABLE	BELDEN	8473	PER METER	300
29	SHIELDED CAT 6 CABLE	DLINK	DLINK	PER METER	100
30	XTP DTP 24 PLUG, PACKAGE 0F 10	EXTRON	XTP DTP 24 PLUG	PACK	1
31	SHIELDED DIGITAL TWISTED PAIR	EXTRON	XTP DTP 24/1000	METER	100
32	STD AV RACK	WQ	24U	PIECE	1
33	INSTALLATION, COMMISSIONING	GODREJ	JOB 1		1

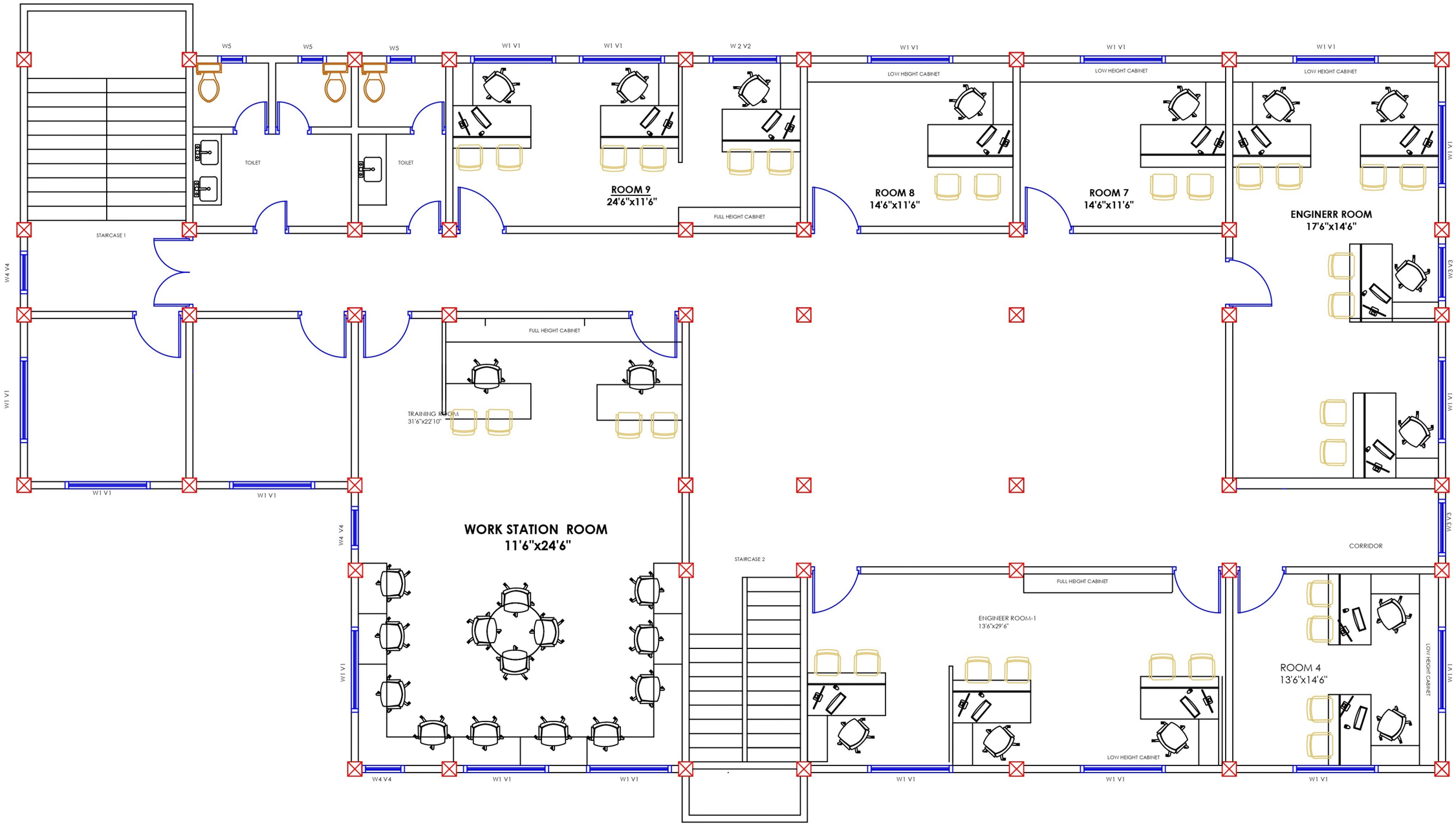
1st Floor


W5
W5
W5
W1 V1
W1 V1
W 2 V2
W1 V1
W1 V1
W1 V1
LOW HEIGHT CABINET
LOW HEIGHT CABINET
LOW HEIGHT CABINET
TOILET
TOILET
STAIRCASE 1
ROOM 9
24'6"x11'6"
FULL HEIGHT CABINET
ROOM 8
14'6"x11'6"
ROOM 7
14'6"x11'6"
CHIEF ENGINEER ROOM
14'6"x17'9"
W1 V1
W3 V3
LOW HEIGHT CABINET
LOW HEIGHT CABINET
W4 V4
CONFERENCE HALL
31'6" x 22'10"
ROOM 1
11'6"x11'2"
KITCHEN
11'6"x11'2"
LOW HEIGHT CABINET
W1 V1
W1 V1
DGM'S ROOM
11'6"x14'6"
W1 V1
CORRIDOR
W3 V3
W4 V4
W1 V1
STAIRCASE 2
GM'S ROOM
13'6" x 29'6"
ROOM 4
14'6"x13'6"
LOW HEIGHT CABINET
W1 V1
38 SEATER CONFERENCE ROOM
W4 V4
W1 V1
W1 V1
W1 V1
W1 V1
W1 V1

Ground floor



2nd floor


W5
W5
W5
W1 V1
W1 V1
W 2 V2
W1 V1
W1 V1
W1 V1
LOW HEIGHT CABINET
LOW HEIGHT CABINET
LOW HEIGHT CABINET
TOILET
TOILET
ROOM 9
24'6"x11'6"
ROOM 8
14'6"x11'6"
ROOM 7
14'6"x11'6"
ENGINERR ROOM
17'6"x14'6"
FULL HEIGHT CABINET
STAIRCASE 1
W4 V4
W1 V1
W3 V3
FULL HEIGHT CABINET
TRAINING ROOM
31'6"x22'10"
W1 V1
W1 V1
W1 V1
W4 V4
WORK STATION ROOM
11'6"x24'6"
W4 V4
STAIRCASE 2
CORRIDOR
FULL HEIGHT CABINET
ENGINEER ROOM-1
13'6"x29'6"
ROOM 4
13'6"x14'6"
LOW HEIGHT CABINET
LOW HEIGHT CABINET
W4 V4
W1 V1
W1 V1
W1 V1
W1 V1
W1 V1
W1 V1