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

WORKS CONTRACT

OIL INDIA LIMITED (OIL) invites Bids under Limited Composite bid System from **OIL Registered B-Class** firms/ contractors only through its E-Procurement portal **"https://etender.srm.oilindia.in/irj/portal"** for the following works.

IFB No.	SHORT DESCRIPTION OF SERVICE	OIL Registered Class	COST OF BID DOCUMENT
CDC7073L25	Construction of security barrack for placement of static security at BGN#14 well plinth including toilet block, security morcha (02 nos. of permanent and 02 nos. of temporary), footpath and jingular wire fencing all around the plinth including supply of all materials except cement, jingle wire and second hand pipe post.	**B**	**NIL**

Bid Closing / Opening Date & Time for the above work : 13.08.2024 at 11.00/14.00 Hrs.

Bidder shall require User ID and Password for online submission of Bid.

Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal.

Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

No physical Bid documents will be issued. The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site **www.oil-india.com**. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com.

All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep them updated.

This tender document is issued to **OIL Registered B-Class contractors** who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of the tender.

Sr. Officer-Contracts (C)
For GM-Contracts (O & C)
For CGM-Contracts (HOD)
For RESIDENT CHIEF EXECUTIVE

Date: 26.07.2024

E-TENDER NO.: **CDC7073L25** **COVERING LETTER**

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

WORKS CONTRACT

OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from **OIL's Registered 'B' Class Civil Contractors only (who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender)** for the following mentioned work under **LIMITED COMPOSITE BID SYSTEM** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE: **Construction of security barrack for placement of static security at BGN#14 well plinth including toilet block, security morcha (02 nos. of permanent and 02 nos. of temporary), footpath and jingular wire fencing all around the plinth including supply of all materials except cement, jingle wire and second hand pipe post.**

TENDER VALUE: **₹ 69,88,698.14**

LOCATION OF WORK: **Baghjan, Assam**

PERIOD OF WORK COMPLETION: **26 Weeks**

BID CLOSING/ OPENING DATE & TIME: **13.08.2024 (11:00 HRS/14:00 HRS)**

TENDER FEE: **Nil**

BID SECURITY DEPOSIT: **Nil**

PERFORMANCE SECURITY DEPOSIT: **10 % of Total Contract Cost** (Out of which 2.5% to be submitted as Performance security Deposit and 7.5% shall be kept as retention money from running bill).

Extension of Bid Closing Date: The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.

Deadline for Pre-Bid Query: Any clarification/Queries relevant to the tender, if any, must be submitted by bidders within **01.08.2024.** Company will not be liable to respond to any such clarifications/queries for delay beyond **01.08.2024**.

2.0 This tender document is issued to **OIL Registered 'B' Class Civil Contractors** only in line with Notification for Amendment of Tendering Rules vide Ref. No. OIL/CONT/V/C/753/2019-20 dated 11.09.2019. OIL Registered Civil Contractors other than **'B'** Class are not eligible to participate in this tender.

OIL Registered **'B'** class bidders (if any) having MSE Registration Certificate are requested to upload a scanned copy of their registration certificate along with the technical bid while participating in the tender. This is for Company's information and record only.

3.0 SUBMISSION OF PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Covering Letter, **within 30 (Thirty) days** from the date of issue of Letter of Intent/Award (LOI/LOA).

3.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Annexure-IV**) 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. A duly filled undertaking towards details of the BG (as per **Annexure-V**) must also be submitted along with the original BG.

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 in 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 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. **Submission of performance security in the form of Electronic Bank Guarantee (e-BG):**

Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	AU Small Finance Bank	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India

10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes Bank

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
A	Name	OIL INDIA LIMITED
B	PAN	AAAC02352C
C	Date of Incorporation	18-02-1959
D	Email ID	Abhay_Kumar@oilindia.in
E	Mobile No	9480312436
F	Local Address	Duliajan, Dibrugarh, Assam- 786602
G	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/LOI.

e. In case of Bidders submitting Performance Security in the form of Fixed/Term Deposit, bidders have to submit a declaration as per the format prescribed in **Annexure-VIII**. Further, the bidder may arrange the confirmation mail regarding issue of fixed deposit with the following details directly from bank's official e-mail 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

f. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.

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

3.3 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 No. should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank Ltd., Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

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
H	SWIFT Code	ICICINBBXXX

3.4 This Performance Security must be valid for **03 (three) months** after the date of expiry of the defect liability period. In the event of the 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.

3.5 The Performance Security Deposit will be refunded to the Contractor after defect liability period 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.

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

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

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

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

In case of identical bidding, Draw of Lots shall be conducted amongst the bidders who have quoted the lowest price (within the permissible percentage) under the "Total Bid Value" tab, to select 3 (three) numbers of bidders priority-wise. Scrutiny of bids will be carried out for these 3(three) bidders only for further processing of the tender.

For convenience of the bidders and to improve transparency, the overall rate quoted by the bidders (within the range of "At par" to +10% of the internal estimate) against the tender shall be available for online

viewing by all such bidders whose price bids shall be opened. Online view of prices as above shall be available to the bidders only upto 7 (seven) days from the date of price bid opening of the tender.

6.0 All techno-commercial documents are to be submitted as per tender requirement under "**Technical Attachments Tab**" in E-TENDER PORTAL.

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

7.1 The authenticity of above Digital Signature shall be verified through authorized CA after bid opening. If the **Digital Signature Certificate (DSC)** used for signing is not of "**Class -3**" & Organizational type with Organization's name in the name of bidder (i.e. Firm's Name), the bid will be rejected.

7.2 Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

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

7.4 The bid including all uploaded documents shall be **digitally signed** by duly authorized representative of the bidding company. The DSC used must be of the type as mentioned above.

8.0 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal.

8.1 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.

9.0 The Company reserves the right to reject any or all the bids or accept any bid without assigning any reason.

9.1 Bidders must note that in case of any discrepancy or non-compliance to the tender criteria is found in their bids at any stage of tendering prior to the award of contract, such bids shall be rejected straightway. No claims or requests from such bidders shall be entertained thereafter.

10.0 (a) Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened. Bidders are requested to take note of the above and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

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

(c) 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.

11.0 The Bid must be valid for 90 (Ninety) days from the actual date of closing of the tender.

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

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

14.0 Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract); and all PF related statutory guidelines shall be adhered to by the bidder.

15.0 Before Bidding :

- Bidder(s) are advised to inspect the work site with permission from HOD-Civil or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. The bidder may also seek such clarification from this office as are deemed necessary.

- Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.

16.0 The selected bidder will be required to enter into a formal contract within two weeks from the date of issuance of LOI, which will be based on their bid, i.e. OIL's Standard Form of Contract.

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

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

19.0 Bidders have to submit a declaration as per the format prescribed in **Annexure-VI** & **VII** regarding Financial Standing and not under Holiday List/ Delisted/ Blacklisted/Debarred in OIL respectively along with the technical bid.

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

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

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

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

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

25.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy available at OIL's website.

26.0 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.

27.0 Any agency which is put under banning/ suspension/ holiday list as per OIL's Banning Policy are debarred from participating in this tender during the currency of the banning/ suspension/ holiday period. Bids of such agencies if received shall be rejected straightway.

28.0 Bidder(s) must also furnish the followings:

a) NAME OF FIRM :
b) DETAIL POSTAL ADDRESS :
c) MOBILE / TELEPHONE NO :
d) E-MAIL ADDRESS :
e) FAX NO (If available) :
f) CONTACT PERSON :
g) VENDOR CODE :
h) GST Registration Number (If available):

29.0 The tender will be governed by :

a) Covering Letter
b) Part – I - General Conditions of Contract (GCC)
c) Part - II - Schedule of Work, Unit and Quantity (SOQ)
d) Part - III - Special Conditions of Contract (SCC)
e) Part - IV - Schedule of Company's Plants, Materials and Equipment (SCPME)
f) Part- V- Safety Measures (SM)
g) Part- VI - Integrity Pact (IP)
h) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC)
i) Annexures

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

30.0 The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's E-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and should be uploaded under **"Technical Attachment" Tab only**. **Bidders must note that no price details should be uploaded in "Technical Attachment" Tab Page. Bidders must quote their overall price under the "Total Bid Value" within the range of "at par" to "+10%" of Company's Internal Estimate, taking into account all liabilities including statutory liabilities in their quoted price (excluding PF and GST). Bidder must also upload the Undertaking as prescribed in Proforma-I under the "Notes and Attachment" Tab in e-tender portal. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria. In Bid opening, both Technical & Priced Bids will be opened.**

Please go through the "**GENERAL GUIDELINES TO BIDDERS**" **and "VENDOR USER MANUAL (Effective 15.09.19)**" provided in OIL's e-Portal, in detail before uploading the document.

NB: In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of

their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

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

30.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

30.2 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 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.

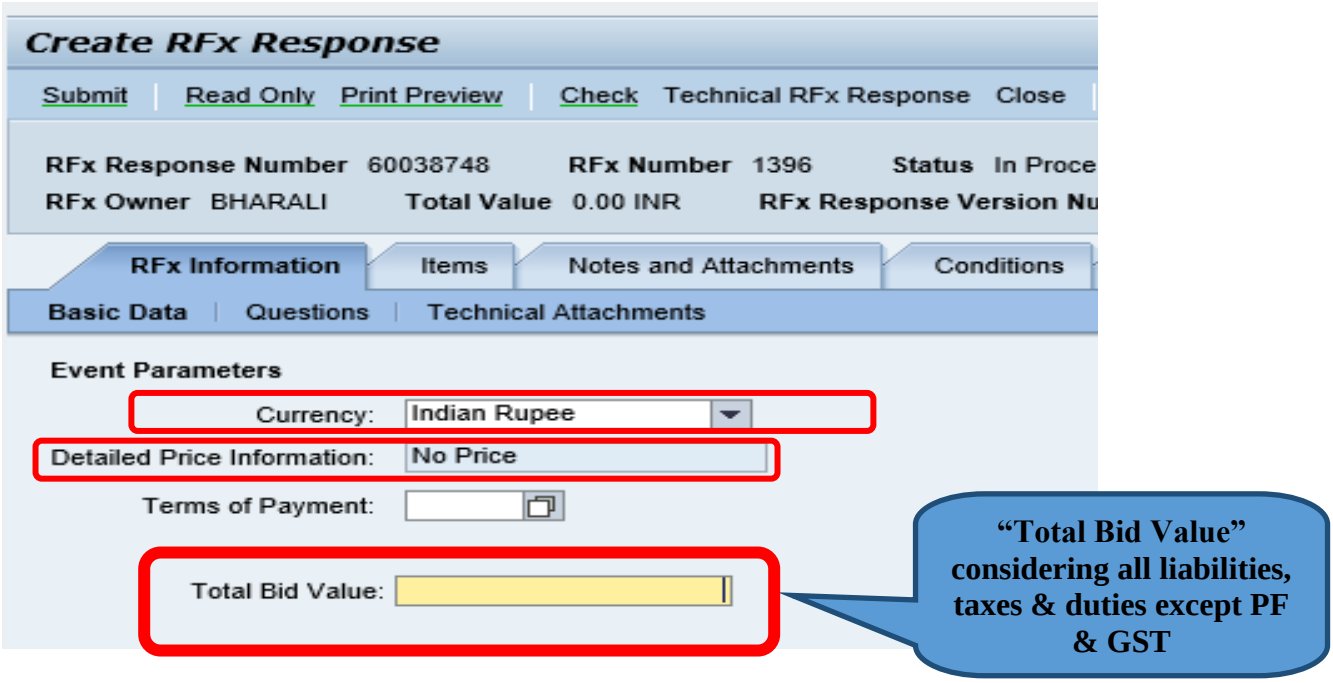
Note: Bidders may contact the Independent External Monitors for any matter relating to the IP at the following addresses:

Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, e-Mail ID: rpawar61@hotmail.com & ramphal.pawar@ips.gov.in, Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, e-mail: ams057@gmail.com and Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC, e-mail ID: tmbhasin@gmail.com have been appointed as Independent External Monitors.

32.0 SCREEN SHOT :

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

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



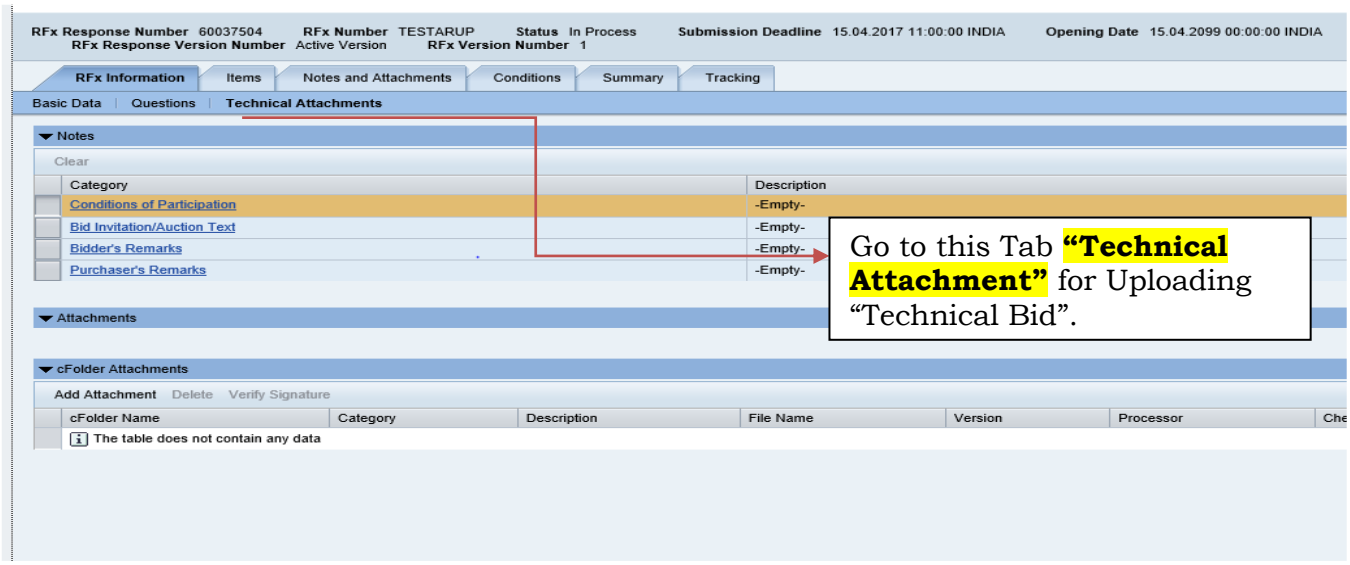
Note: Total Bid Value" is mandatory in "No Price" RFx only

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

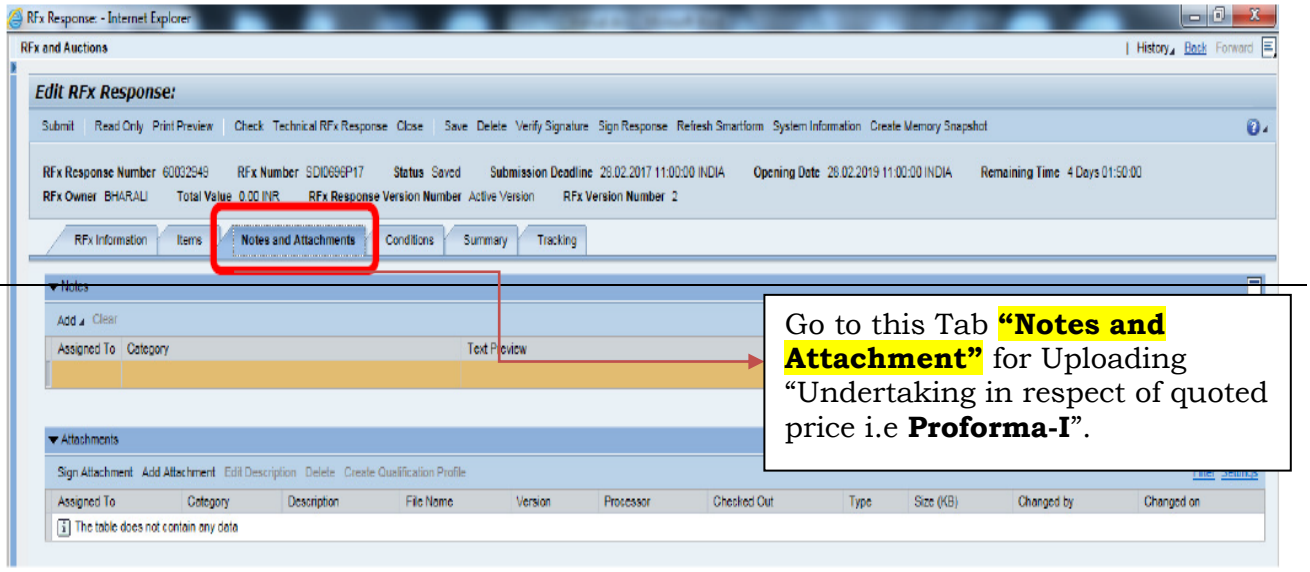
Note:
* The "Technical Bid" shall contain all techno-commercial details **except the prices**.

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

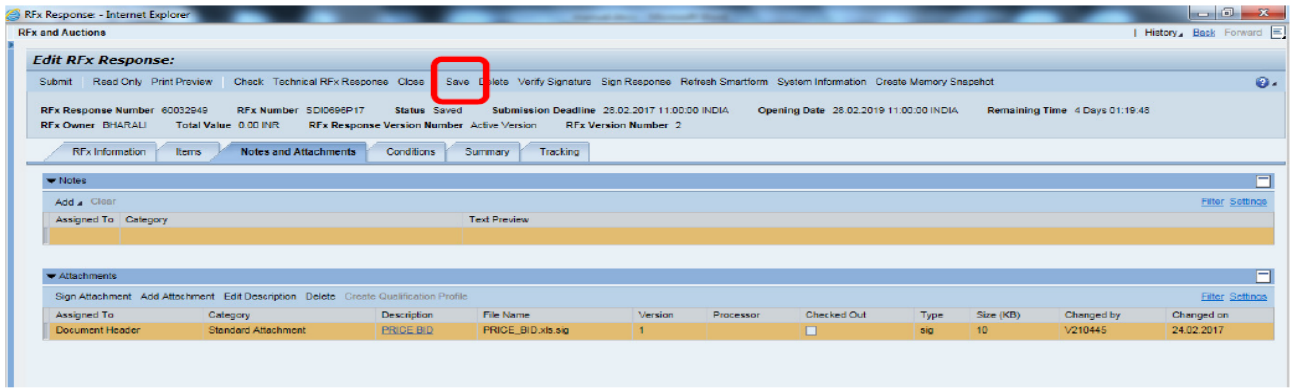
B. Uploading of **TECHNICAL BID:** Technical files to be added under RFX Information >"Technical Attachments"



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

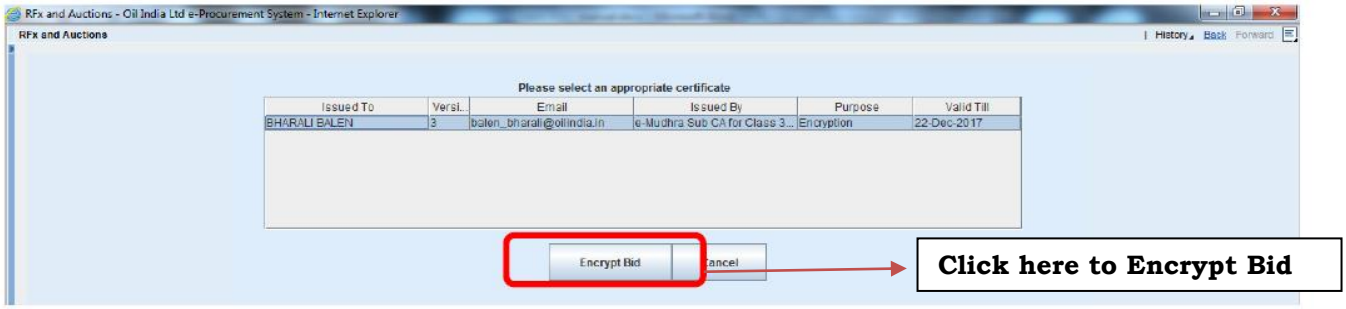


D. After Uploading of **Proforma-I** Click '**Save**'



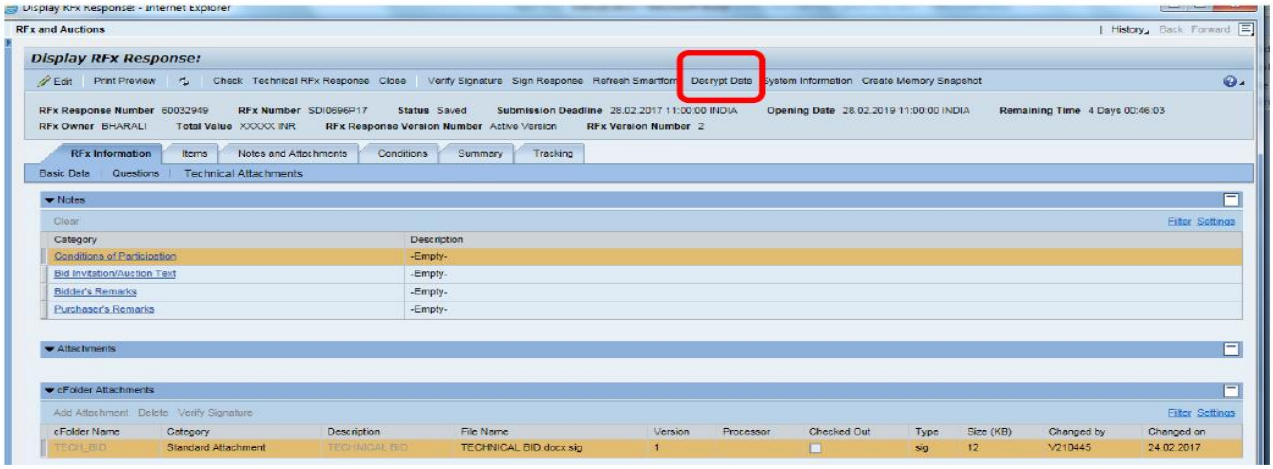
Once Saved ,the Data will be Encrypted & the Encryption Certificate will be in use.

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

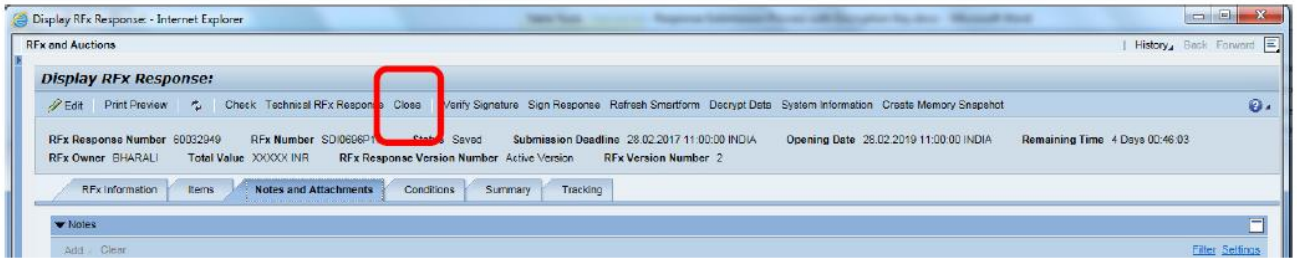


The Encrypted Data will be displayed only when click 'Decrypt data'

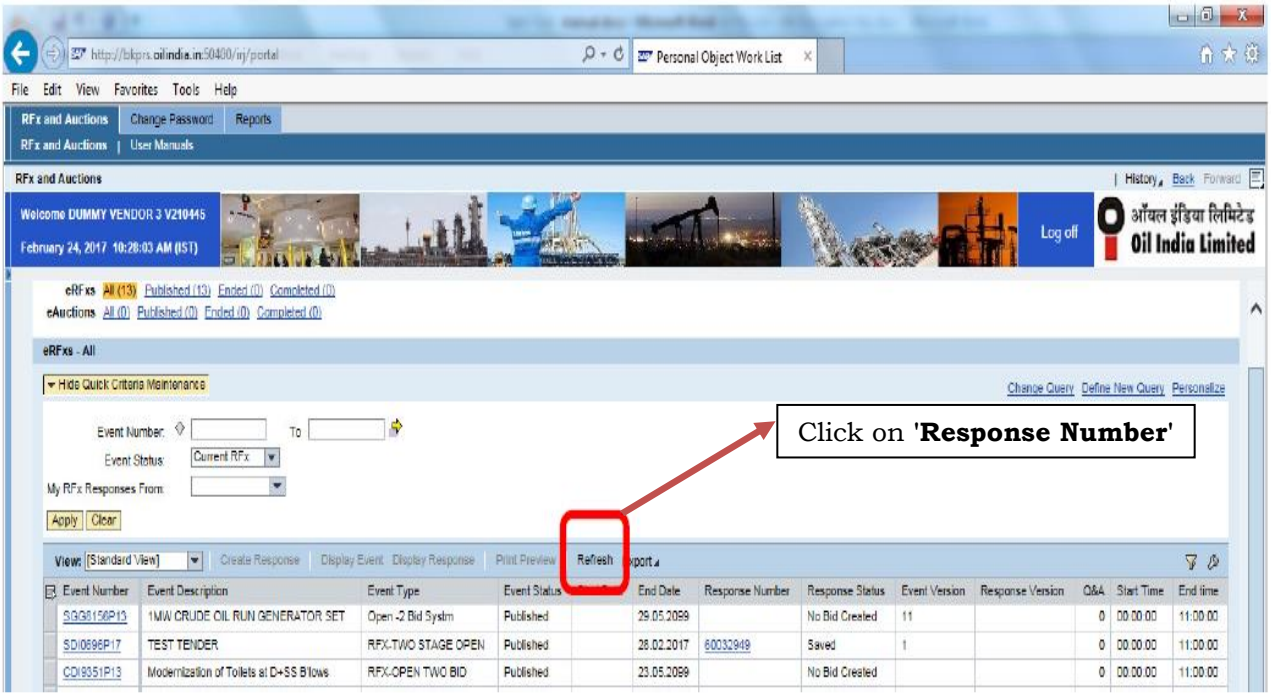
F. The Encrypted Data will be displayed only when click '**Decrypt data**'



G. Click on '**Close**'

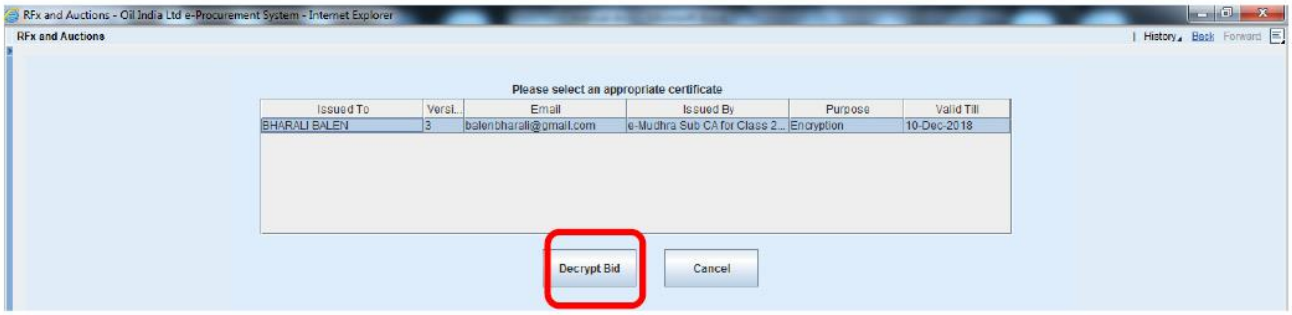


H. Click on '**Refresh**'. Then Click on '**Response No.**'

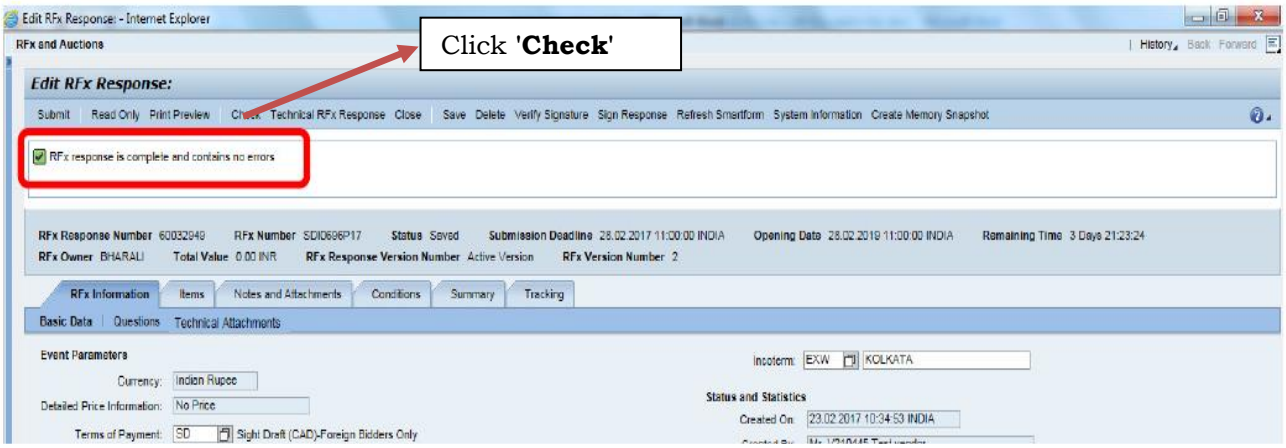


Now Uploading part is complete. Bidders are requested to go to the Initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

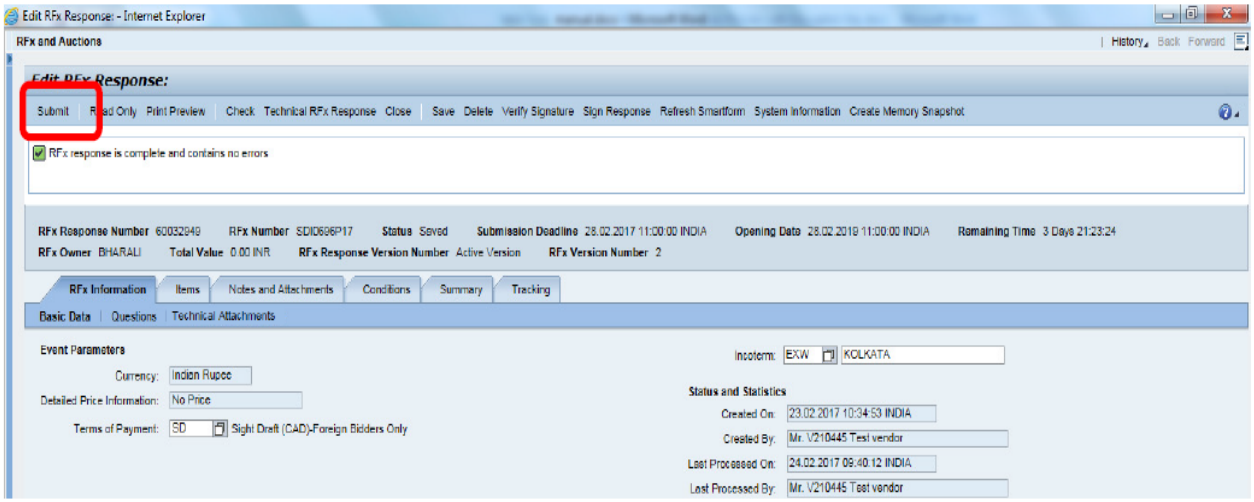
I. On 'Edit' mode Click to select the same Encryption certificate used for De-cryption else data will not Decrypt.



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

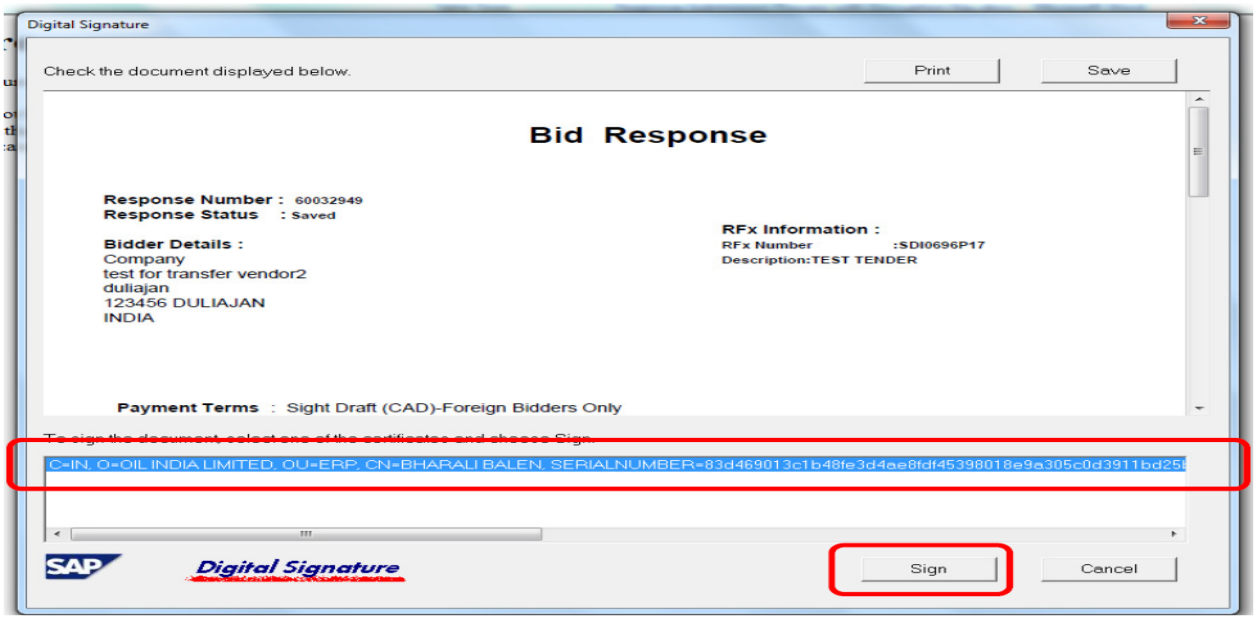


K. Click on '**Submit**' button

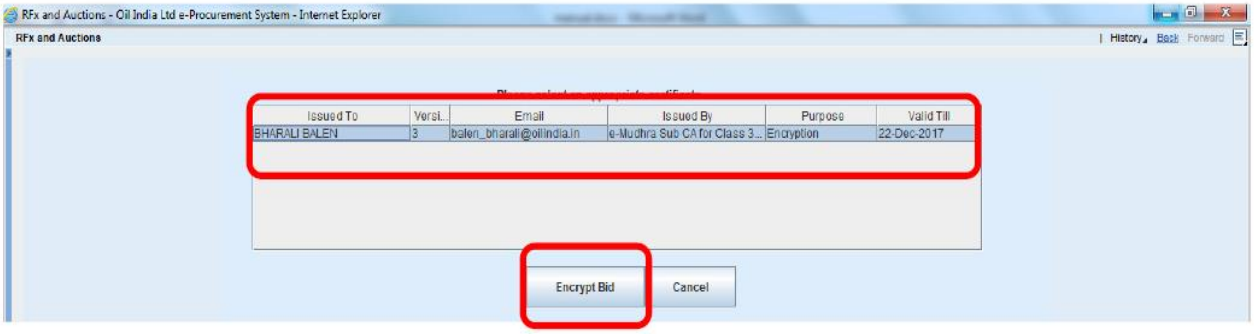


Before submit, Please do check all the documents uploaded and on-line data maintained are correct.

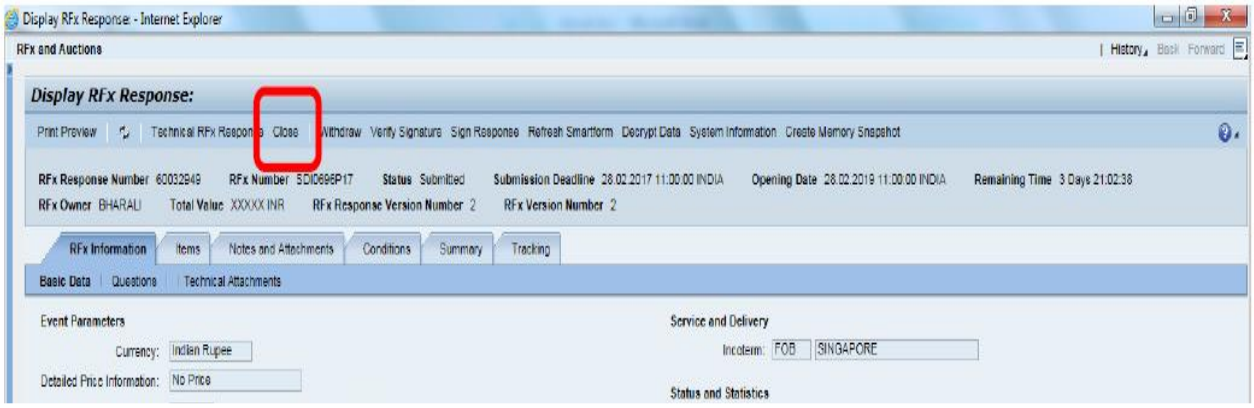
L. After Clicking '**Submit**' below pop up will open. Select Digital Signature & **Sign**.



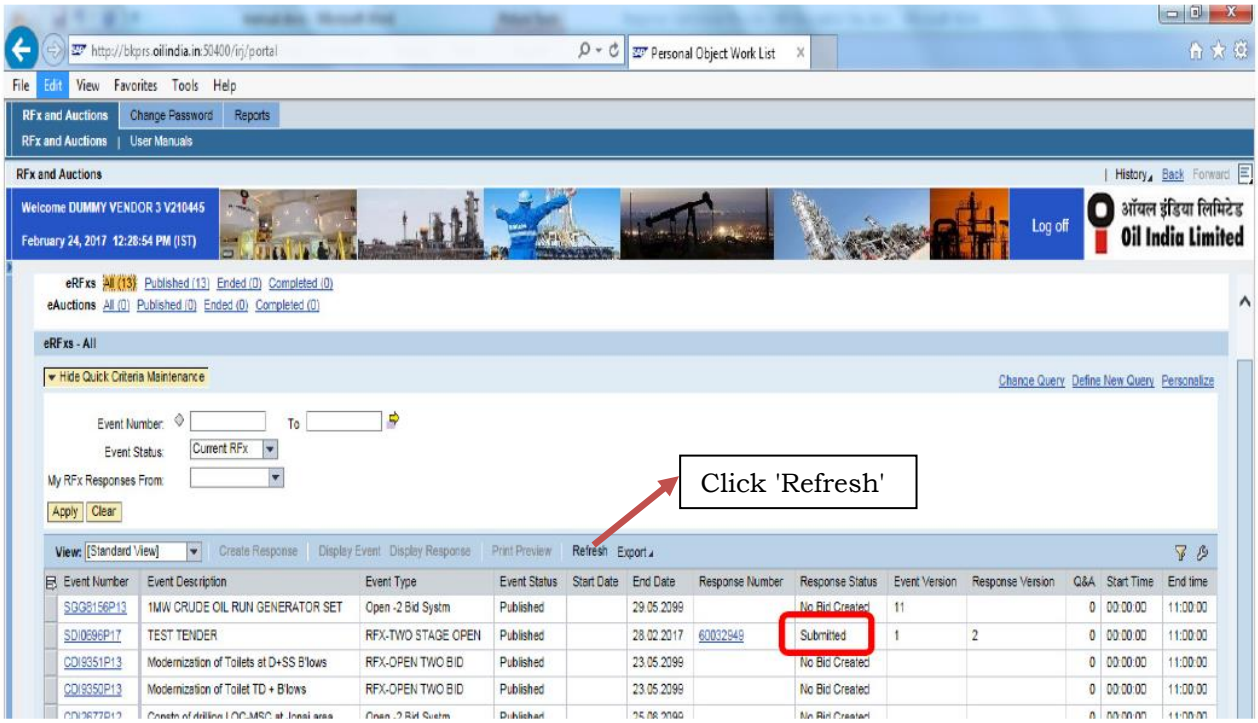
M. After Signing the response has to be encrypted again. Select the encryption certificate and **Encrypt Bid**.



N. Click '**Close**'



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



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

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

GM-CONTRACTS (O & C)
For CGM-CONTRACTS (HOD)
For RESIDENT CHIEF EXECUTIVE

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

(A). BID EVALUATION CRITERIA (BEC):

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

2.0 **OIL Registered 'B' Class Civil Contractors** who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender are only eligible to participate in this tender.

3.0 Bids must be valid for minimum **90 (Ninety) days** from the actual date of Bid closing. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is **90 (Ninety)** days.

4.0 ELECTRICAL WORK EXPERIENCE CRITERIA:

a) The bidder shall have a valid Electrical Contractor's License issued by Electrical Licensing board, Govt. of Assam or shall form a consortium / tie-up / collaboration with an Electrical contractor, having required technical credentials as described in Para (b) below and holding valid Electrical Contractor's License issued by Electrical Licensing board, Govt. of Assam for executing the jobs. In support of the above the bidder shall submit a copy of either of the above Electrical Contractor's License.

Or

Bidder or their collaborators / consortium partner having valid Electrical Contractors' License issued by any State Government Electrical Licensing Board of India other than that of Assam must submit a copy of valid Electrical Contractors' License in support of above along with an undertaking stating that on award of contract to them they will submit either a valid Electrical Contractors' License issued by Electrical Licensing Board, Government of Assam in their name or get their Electrical Contractors' License recognized / endorsed by Electrical Licensing Board, Government of Assam for executing the job at Assam within 30 days from date of award of the contract and the same will be subsequently renewed till the completion of the contract.

b) The bidder or their collaborators / consortium partner must have experience in similar work such as internal electrification works in Office/Commercial/Residential/Industrial building/godowns of Central/State Government/ PSUs/ Public Limited Company during the last 7(seven) years reckoned from the original bid closing date in any of the above organizations as listed. The bidder or their collaborators / consortium partner must submit documentary evidence such as Purchase Order copies with invoice/ performance certificate /completion certificate or any other documents which substantiate successful execution of internal electrification works in Office/ Commercial/Residential/Industrial building/godowns along with their bid.

c) In case of collaboration / consortium / tie-up with any Electrical firm as mentioned above, the bidder must furnish a copy of MoU entered into with the collaborator / consortium partner towards providing the requisite service as per the terms of the contract.

d) Validity of all certificates/permits/licenses mentioned above shall be reckoned as on the original bid closing date. Also, all certificates/permits/licenses should be renewed as & when necessary to keep it valid throughout the contractual duration.

5.0 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be uploaded by the bidder (along with the Un-priced Techno-Commercial Bid).-Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact

have been signed by the bidder's authorized signatory who sign the Bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway.

6.0 The bidders **must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class 3 [Organization Type]** to upload all the documents. If the **Digital Signature Certificate (DSC)** used for signing is not of "**Class -3**" & Organizational type with Organization's name in the name of bidder (i.e. Firm's Name), the bid will be rejected.

Note: Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

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

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

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

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

i. Bid will be opened on schedule date & time as specified in the NIT and all the bids where the bidders have quoted the lowest price (within the permissible percentage as per NIT) under the "Total Bid Value" tab in e-tender portal and who have submitted revised "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/988/2016 dated 01.07.2016, on or before 13:30 Hrs. of Bid Closing/Opening date of this tender will be selected for conducting Draw of Lots (DoL). In DoL, 3 (three) numbers of bidders will be selected first, in the order of B-1 (Bidder-1), B-2 and B-3. Scrutiny of these three bidders as per tender criteria will be carried out. If the bid of bidder B-1 is found to be acceptable, B-1 will be the successful bidder (Priority-1 bidder) and the contract will be awarded to B-1. If B-1 is not found to be acceptable but B-2 is acceptable, B-2 will be awarded the contract, ---- and so on; i.e. whoever becomes the first acceptable bidder in the order of B-1-B-2-B-3, will be the successful bidder (P-1). In this way, P-1 (Priority-1) and P-2 bidders will be selected. The contract will be awarded to the P-1 bidder only. However, in case the bidder P-1 is not able to carry out the job due to any reason, P-2 may be awarded the job, if the same is approved by Company's competent authority. In case, none of these three bidders are found to be technically acceptable, the Draw of Lots will be again conducted to select 3 more bidders and similar steps will be followed thereon as explained above. The system of conducting further draw of lots will be followed till a qualified bidder is selected.

ii. Bidder should note that deficit documents will not be sought from the bidders. The bids will be evaluated as per the documents received from the bidders at the time of bid opening. Any bid, which is not supported with the requisite documents as per the NIT, will be rejected straightway without seeking any further clarification and deficit document.

Note:

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

b) Bidder must include all impale plant, labour, supervision, materials, erection of display board, sign/caution board, insurance, profit, taxes and duties, together with all general risks, liabilities in their quoted rates excluding PF and GST.

(B). BID REJECTION CRITERIA (BRC):

1. The bids are to be submitted in single stage under composite bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. The overall price should be quoted under the "Total Bid Value" tab in the e-tender portal taking into account all liabilities including statutory liabilities in their quoted price (excluding PF and GST). The bidder must upload the Undertaking as prescribed in **Proforma** under the "Notes and Attachments" tab.

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

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

4. **Bidders must quote their total price under the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) tab within the permissible limit ('at par' to above 10% of Company's Internal Estimate); otherwise the bid will be rejected straightway. If a bidder wants to quote at 'at par' with the Company's Internal Estimate, he must declare the "Total Bid Value" equal to the tender value mentioned in the Covering Letter. If a bidder wants to quote above the Internal Estimate by certain percentage, he must declare the "Total Bid Value" equal to the sum of Internal Estimate and the desired percentage of Internal Estimate. If any bidder has quoted the total price above "at par" with Company's Internal Estimate within the permissible range, the percentage quoted above the internal estimate will be calculated and will be loaded accordingly in the rates of each and every items as specified in the Price Bid. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.**

5. Bidders must accept and comply with the following provisions as given in the tender document. Deviations to such provisions shall make the bid liable for rejection.
    a. Firm price
    b. Scope of work
    c. Specifications
    d. Price schedule
    e. Delivery / completion schedule
    f. Period of validity of bid
    g. Liquidated Damages
    h. Performance bank guarantee / Security deposit
    i. Guarantee of material / work
    j. Arbitration / Resolution of Dispute
    k. Force Majeure
    l. Applicable Laws
    m. Revised One Time Security Deposit
    n. Integrity Pact

(C). GENERAL:

i. Submission of Forged Documents: Bidders should note that Company may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract and forfeit EMD / SD submitted by the bidder(s), besides taking action as per OIL's Banning Policy available in the OIL's website.

ii. In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by

the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

iii. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.

iv. If any of the clauses in the BEC/BRC contradicts with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

v. Bidder(s) must note that requisite information/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

vi. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

vii. If any of the clauses in the BEC/BRC contradicts with any of the clauses/disclaimer/guideline/user manual/report or any other field displayed in the e-tender portal, the clauses in the BEC/BRC shall prevail.

WORKS CONTRACT

DESCRIPTION OF WORK/SERVICES: Construction of security barrack for placement of static security at BGN#14 well plinth including toilet block, security morcha (02 nos. of permanent and 02 nos. of temporary), footpath and jingular wire fencing all around the plinth including supply of all materials except cement, jingle wire and second hand pipe post.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

WITNESSETH:

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

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. i) The contractor shall provide all labour, supervision and transport and such specified materials described in Part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

ii) Contractor shall have to produce the valid certificates (Forest Royalty Clearance Certificate) from the concerned departments, as per applicable rate towards forest produce used against the contract to HOD (Civil) prior to processing of final payment. In absence of valid certificates, the final bill shall not be processed.

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

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

c) Order the Contractor to remove or replace any workman/ supervisor/ engineer/ project-in-charge or any other 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 Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company’s Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work

in excess of the quantities and items stipulated in Part-II (SOQ). In case of positive variation in quantities of any items from the quantity mentioned in the tender / contract, the contractor will have to carry out the positive varied quantity at the contract rate, or the internally estimated rate, whichever is lower.

However, during the actual execution of the contract, if the contract is to be utilised in a different zone due to Company's operational requirement, and accordingly if the rates of the contractual items are different as in OIL's Schedule of Rates (SOR), then the rates as per the actual zone of execution will be applicable for the contractual items and shall be adopted from the same OIL's SOR which has been adopted in the tender. In that case, the rates shall be applicable for both the contractual quantities as well as for the additional quantities, if required to be executed.

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

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

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

I. The Mines Act.
II. The Minimum Wages Act, 1948.
III. The Workman's Compensation Act, 1923.
IV. The Payment of wages Act, 1936.
V. The Payment of Bonus Act, 1965.
VI. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
VII. Employees' Pension Scheme, 1995.
VIII. Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
IX. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
X. Goods and Service Tax (GST) Law,

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

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

8. The Contractor must complete the work within **26 weeks** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. <u>SPECIAL CONDITIONS</u>:

a) The Contractor shall obtain and submit the Labour Clearance Advice (LCA) / Labour Clearance Certificate (LCC) within 14 days of signing the contract agreement. If the contractor fails to submit the LCA / LCC within 14 days of signing the contract agreement, the period of delay in submission of LCA / LCC shall be deducted from the contractual period while issuing the work order. In such cases, the time period mentioned in Clause No. 8 of GCC (Part-I of this contract) shall not be applicable and the contactor must complete the work within the reduced time period allotted to the contractor as per the work order issued.

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

b) Retention Money @ 7.5 % will be kept as Performance Security Deposit against the contract and will be deducted from the running bill in addition to 2.5% submitted as Performance Security after issue of LOI/LOA. The amount of retention money and performance security deposit shall be released after defect liability period under the contract (including extension, if any). A part or whole of retention money and performance security shall be used by the Company in realisation of liquidated damage or claims, if any, or for adjustment of compensation or loss due to the Company for any reason. The retention money and performance security shall not earn any interest.

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

d) Contractor(s) whosoever is liable to be covered under the P.F. Act must ensure strict compliance of provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned

elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & employer's share) with the competent authority monthly under their direct code. 12% P.F. will be applicable on the wage component of the contract cost. Wage component of the Contract cost is **10.29** %.

Contract Cost excluding PF: The P.F deposited by the Contractor, will be reimbursed on production of documentary evidence of depositing the same to the authority concerned.

Contract Cost including PF: The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to P.F. Contribution on wage component.

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

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

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

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

i) Efficient workmen to be engaged by the Contractor.

j) The Contractor's representative should report to Engineer-in-charge on all working days at 7.00 A.M. and 3.00 P.M. for instructions.

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

l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.

m) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.

n) The Contractor shall be in a position to execute 2(two) locations simultaneously.

o) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.

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

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

r) The Contractor shall have to provide temporary latrine facilities in the entire work site for use of their workmen during progress of work.

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

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

21. SPECIAL INSTRUCTION

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

22. GOODS AND SERVICES TAX (GST) CLAUSES UNDER GCC

22.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

22.5 Where OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

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

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

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

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

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

22.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

22.15 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

22.16 Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **GST** shall be passed on to the OIL.

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

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

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

22.18 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars

a) Name, address and GSTIN of the supplier;
b) Serial number of the invoice;
c) Date of issue;
d) Name, address and GSTIN or UIN, if registered of the recipient;
e) Name and address of the recipient and the address of the delivery, along with the State and its code,
f) HSN code of goods or Accounting Code of services[SAC];
g) Description of goods or services;
h) Quantity in case of goods and unit or Unique Quantity Code thereof;
i) Total value of supply of goods or services or both;
j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
n) Address of the delivery where the same is different from the place of supply and
o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

i. The original copy being marked as ORIGINAL FOR RECIPIENT;
ii. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
iii. The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

22.19 ANTI-PROFITEERING CLAUSE

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

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

23. SETTLEMENT OF DISPUTES:

23.1 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.

23.2 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.

23.3 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.

23.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakh 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.

23.5 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.

24. <u>FORCE MAJEURE:</u>

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.

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

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

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

27. SET OFF CLAUSE:

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

28. 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 Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

29. 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.

30. TERMINATION:

a) **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.

b) **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.

c) **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-24.0 above.

d) **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.

e) **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].

f) **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.

g) 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 entirety or partially to the extent of 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.

h) 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 (a) to (g) 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 upto the date of termination.

i) **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. No demobilization charges shall be payable by COMPANY in case of Article from (d) to (g).

31. SUB-LETTING: The contractor shall not sub-let the WHOLE of the Works. Except where otherwise provided by the contract, the Contractor shall not sub-let any PART of the Works without the written consent of the Engineer-in-Charge and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or workmen, provided always that the provision of labour on a piece-work basis shall not be deemed to be a sub-letting under this Clause.

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 Contractor	**For and on behalf of Company**
M/s. _____ Address _____ _____	Oil India Limited Duliajan, Dibrugarh Assam- 786602
Signature _____ Name of Signatory _____	Signature _____ Name of Signatory _____
Seal of Contractor's firm	Seal of Signatory
(In presence of) Signature _____ Name _____	(In presence of) Signature _____ Name _____

WORKS CONTRACT

SCHEDULE OF WORK, UNIT AND QUANTITY

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	GROUP A				
	SECTION A				
1	Jungle cutting and clearing including removal of cut materials upto 100m from site, including plants and trees upto 150 mm in girth, jungle cutting considered cut at ground level.	M2	1932.00	2.12	4095.84
2	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.	M2	1454.00	19.77	28745.58
3	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and compacting, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	174.62	473.89	82750.67
4	Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilising the remaining earth locally for roadwork.) for Ordinary Soil by Manual Means (Depth upto 3 m)	M3	149.07	507.72	75685.82
5	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	M3	141.62	179.92	25480.27
6	Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00m.	M3	2.43	363.78	883.99
7	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto 30.00m.	M2	997.48	179.98	179526.45
8	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:3:6 (1Cement: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	M3	3.61	1703.63	6150.10
9	Laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement- All work upto plinth level : 1:1.5:3 (1 cement: 1.5 coarse sand : 3graded stone aggregate 20 mm nominal size)	M3	12.58	2126.36	26749.61
10	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. upto floor five level excluding cost of centring, shuttering, finishing and reinforcement: 1:1.5:3 (1 cement: 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	M3	8.36	3436.70	28730.81

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
11	Precast cement concrete Jali 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 6mm nominal size) reinforced with 16 mm dia mild steel wire including centring and shuttering, roughening cleaning, fixing and finishing in cement mortar 1:3 (1 cement: 3 fine sand) etc. complete excluding plastering of the jambs, sills and soffits. 50 mm thick	M2	7.13	1235.21	8807.05
12	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	M3	29.31	1694.26	49658.76
13	Half brick masonry with F.P.S. brick of class designation 75 in foundations and plinth in. Cement mortar 1:4 (1 cement : 4 coarse sand)	M2	400.38	234.49	93885.11
14	Half brick masonry with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level. Cement mortar 1:4(1 cement :4 coarse sand)	M2	229.29	363.40	83323.99
15	Laying damp-proof course 50mm thick with cement concrete 1:2:4 (1cement: 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	M2	86.51	151.29	13088.10
16	Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification (Rate: Per bag i.e. 50 kg of cement)	BAG	30.00	9.59	287.70
17	Sand / silt filling in 150mm layers, consolidating each layer by ramming and watering in foundation, plinth etc. including carrying upto30m. away and lift, if any, not exceeding 2m. (Supply of sand will be paid extra)	M3	141.18	207.47	29290.61
18	Laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level: 1:2:4 (1Cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size)	M3	118.03	1705.69	201322.59
19	Fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12mm thick bed of cement Mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	M2	34.58	567.26	19615.85
20	Laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption's less than 0.08%and conforming to IS : 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand)including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 60x60cm	M2	10.45	403.42	4215.74
21	Laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1cement: 3 coarse sand), including grouting the joint with white cement & matching pigments etc. complete. Size of Tile 600x600 mm	M2	2.04	470.26	959.33
22	12mm cement plaster of mix: 1:4 (1 cement : 4 fine sand)	M2	294.79	175.07	51608.89
23	15mm cement plaster on the rough side of single or half brick wall of mix: 1:4 (1 cement : 4 fine sand)	M2	258.23	199.77	51586.61
24	6mm cement plaster of mix: 1:3 (1 cement : 3 fine sand)	M2	15.46	161.48	2496.48
25	15mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of	M2	1241.00	239.34	297020.94

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	mix :1:4 (1 cement : 4 fine sand)				
26	Whitewashing with lime to give an even shade: New work (three or more coats)	M2	141.43	22.36	3162.37
27	Applying Plaster of Paris putty of 2mm thickness over plastered surface to prepare the surface even and smooth complete.	M2	444.63	155.92	69326.71
28	Cement plaster skirting (up to 30cm height) with cement mortar 1:3 (1cement : 3 coarse sand) finished with a floating coat of neatcement.18mm thick.	M2	10.27	305.01	3132.45
29	CGI SHEET-0.63 MM THICK, ZINC COATED	M2	267.80	836.00	223880.80
30	Erecting ridges or hips of width 60 cm over all width plain G.S. sheet fixed with polymer coated J. or L hooks, bolts and nuts 8 mm dia. G.I. limpet and bitumen washers complete. 0.63 mm thick with zinc coating not less than 275gm/m3	M	21.20	331.06	7018.47
31	Providing and Fixing Reinforcement for RCC work including straightening, cutting, bending, placing in position complete. - Upto plinth level Thermo-Mechanically Treated bars of Grade Fe-500 D or more.	KG	1728.22	83.67	144600.17
32	Centring and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	M2	16.80	186.89	3139.75
33	Centring and shuttering including strutting, propping etc. and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts.	M2	107.27	543.66	58318.41
34	Centring and shuttering including strutting, propping etc. and removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers.	M2	76.21	400.50	30522.11
35	Making & fixing fine bamboo mat walling with 30cm square split bamboos battens both sides including supply of materials for building works only.	M2	22.56	94.74	2137.33
36	Making or replacing solid bamboo structure members (rafters, purlins, runners etc.) including binding with 18G binding wire.	M	356.10	57.67	20536.29
37	Painting with synthetic enamel paint of	M2	275.17	100.94	27775.66
38	WATER PROOFING CEMENT PAINT -NEWWRK	M2	169.46	76.33	12934.88
39	Fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS:5382 leaving 10 mm gap for thermal expansion, (i) Single socketedpipes-110 mm dia	M	50.10	110.57	5539.56
40	Erecting and fixing 15 cm wide 45 cm over all semi circular plain G.S. sheet gutter with iron brackets 40x3mm size, bolts, nuts and washers etc. including making necessary connections with rain water pipescomplete.0.63mm thick with zinc coating not less than 275gm/m2	M	41.20	353.61	14568.73
41	Fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350mm and 340x410x265mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. bras spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required: One urinal basin with 5 litre white P.V.C. automatic flushing cistern.	EA	2.00	2690.66	5381.32

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
42	Fixing water closet squatting pan (Indian type W.C. pan) with 100mm Sand Cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS: 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required: White Vitreous china Orissa pattern W.C. pan of size 580x440mm with integral type foot rests.	EA	1.00	2240.17	2240.17
43	Fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern with manually controlled device (handle lever), conforming to IS: 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required: W.C. pan with ISI marked white solid plastic seat and lid	EA	1.00	2240.17	2240.17
44	Providing new connection to cistern including checking all the accessories and adjusting the same properly complete.	NO	2.00	100.54	201.08
45	Fixing wash basin with C.I. brackets, 15mm C.P. brass pillar taps,32mmC.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require: White Vitreous China Wash basin size 550x400mm with a pair of 15mm C.P. brass pillar taps.	EA	2.00	1153.31	2306.62
46	Fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6mm thick hard board backing: Rectangular shape 453x357mm	EA	1.00	448.63	448.63
47	Fixing PTMT towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fitting arrangement of approved quality and colour. 450mm long towel rail with total length of 495mm,78mm wide and effective height of 88mm, weighing not less than 170gms.	EA	1.00	264.87	264.87
48	Fixing PTMT liquid soap container 109mm wide, 125mm high and 112mmdistance from wall of standard shape with bracket of the same materials with snap fittings of approved quality and colour, weighing not less than 105 gms.	EA	1.00	17.83	17.83
49	Fixing soil, waste and vent pipes: 100mm dia. Sand cast iron S&S pipe asper IS: 1729.	M	36.60	78.57	2875.66
50	Fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00mspacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction ofEngineer-in-Charge.:25mm nominal outer dia. pipes.	M	67.10	138.31	9280.60
51	Sinking of 40mm to 50mm dia. tube-well (materials shall be collected from the company's yard) upto potable water level including installation of strainer and hand pump but excluding cost of spares complete as directed. Any adjustment or repair to tube-well part will be done by the contractor.	M	36.60	241.77	8848.78
52	Fixing to filter and lowering to proper levels 40mm G.I. pipe for tubewell including cleaning and priming the tube well.	M	36.60	77.30	2829.18
53	Placing in position hand pump of approved quality for 40mm diameter G.I. pipe complete with all accessories.	EA	2.00	193.18	386.36
54	Fixing M.S. stays and clamps for sand cast iron/centrifugally cast(spun) iron pipes of diameter: 100mm	EA	14.00	35.65	499.10

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
55	Fixing ISI marked flush door shutters conforming to IS : 2202 (Part I)non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces ofshutters:30mm thick including ISI marked Stainless Steel butt hinges with necessary screws.	M2	9.20	382.23	3516.52
56	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections /appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC/neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, aluminium snap beading for glazing / panelling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-Charge. (Glazing and panelling to be paid for separately): For shutters of doors, windows & ventilators including providing and fixing hinges / pivots and making provision for fixing of fittings wherever required including the cost of PVC / neoprene gasket required (Fittings shall be paid for separately). Powder coated aluminium (minimum thickness of powder coating 50 micron)	KG	367.79	488.40	179628.64
57	Providing and fixing anodised aluminium grill (anodised transparent or dyed to required shade according to IS: 1868 with minimum anodic coating of grade AC 15) of approved design/pattern, with approved standard section and fixed to the existing window frame with C.P. brass/stainless steel screws @ 200 mm centre to centre, including cutting the grill to proper opening size for fixing and operation of handles and fixing approved anodised aluminium standard section around the opening, all complete as per requirement and direction of Engineer-in-charge.(Only weight of grill to be measured for payment).	KG	32.25	498.31	16070.50
58	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with PVC / neoprene gasket etc. complete asper the architectural drawings and the directions of Engineer-in-Charge. (Cost of aluminium snap beading shall be paid in basic item):With float glass panes of 4.0mm thickness.	M2	24.23	848.59	20561.34
59	Providing and fixing plain multipurpose cement board (high pressure steam cured) as per IS 14862: 2000 with suitable fibre cement screw inceiling etc. complete, (frame work to be paid separately).- 6 mm thick cement board	M2	130.45	655.68	85533.46
60	Wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position: Kiln seasoned and chemically treated Hollock wood.	M3	0.23	17446.39	4012.67
61	Wood work in frames of false ceiling, partitions etc. sawn and put up in position:Kiln seasoned and chemically treated Hollock wood.	M3	1.11	9523.35	10570.92
62	FIX STR STEEL BUILTUP, TRUSS, FRAME	KG	2005.46	99.82	200185.02
63	Services with welding and cutting set in carrying out miscellaneous repairs / new construction involving steel work (services of one welder and one jugali per set) to be supplied by the contractor. (New welding set inclusive	PD8	18.00	2335.39	42037.02

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	fuel etc. to be supplied by the contractor).				
64	Fixing bright finished brass 100mm mortice latch and lock with 6 levers and a pair of lever handles with necessary screws etc. complete (best make of approved quality).	EA	5.00	154.53	772.65
65	Fixing curtain rods of 1.25mm thick chromium plated brass plate, with two chromium plated brass brackets fixed with C.P. brass screws and wooden plugs, etc., wherever necessary complete:12mm dia	M	24.00	28.22	677.28
66	Fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete: 250x10mm	EA	5.00	8.04	40.2
67	Fixing ISI marked 85x42mm oxidised M.S. pull bolt lock conforming to IS: 7534 with necessary screws bolts, nut and washers etc. complete.	EA	5.00	19.39	96.95
68	Fixing ISI marked oxidised M.S. handles conforming to IS :4992 with necessary screws etc. complete:100mm	EA	5.00	4.73	23.65
69	Fixing bright finished brass hanging type floor door stopper with necessary screws, etc. complete.	EA	5.00	3.28	16.40
70	Fixing to existing door frames. :30mm thick factory made Polyvinyl Chloride (PVC) door shutter made of styles and rails of a UPVC hollow section of size 60x30mm and wall thickness 2mm ± 0.2mm with inbuilt decorative moulding edging on one side. The styles and rails mitred and joined at the corners by means of M.S. galvanised/plastic brackets of size 75x220mm having wall thickness 1.0mm and stainless steel screws. The styles of the shutter reinforced by inserting galvanised M.S. tube of size 25x20mm and 1mm ± 0.1mm wall thickness. The lock rail made up of 'H' section, a UPVC hollow section of size 100x30mm and 2mm ± 0.2mm wall thickness fixed to the shutter styles by means of plastic / galvanised M.S. 'U' cleats. The shutter frame filled with a UPVC multi-chambered single panel of size not less than 620mm, having over all thickness of20mm and 1mm ± 0.1mm wall thickness. The panels filled vertically and tie bar at two places by inserting horizontally 6mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacturer's specification and direction of Engineer-in-Charge.	M2	6.30	255.64	1610.53
71	Chlorinated Polyvinyl - chloride (CPVC) pipe 40 mm outer dia.	M	36.60	230.00	8418.00
72	S.C.I. hand pump	EA	2.00	833.75	1667.50
73	15 mm PTMT bib cock with flange (fancy)	EA	2.00	109.25	218.50
74	28mm factory made solid PVC panel door shutter i/c carriage.	M2	6.30	2311.50	14562.45
75	Dehradun white lime	QTL	0.50	747.50	373.75
76	Chlorinated Polyvinyl - chloride (CPVC) pipe 25 mm outer dia.	M	67.10	109.25	7330.68
77	U-PVC pipes (working pressure 4 kg / cm2) Single socketed pipe 110 mm dia.	M	86.70	163.30	14158.11
78	UPVC bend 87.5o 75 mm bend	EA	5.00	43.70	218.50
79	UPVC single equal Tee (with door) 75x75x75 mm	EA	4.00	57.50	230.00
80	Coloured Orissa pattern W.C. pan 580x440 mm	EA	1.00	1897.50	1897.50
81	White vitreous china dual purpose closet (Anglo Indian W.C.) suitable for use as squatting pan or European type water closet as per manufacturer's specifications	EA	1.00	3047.50	3047.50
82	Flushing Cistern P.V.C. 10 lts capacity (low level) (White) (with fittings, accessories and flush pipe)	EA	2.00	714.15	1428.30

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
83	Polyethylene water storage tank with cover and suitable locking arrangement	L	3000.00	7.48	22440.00
84	Ceramic Glazed Tiles Ist quality 300 x 300 in all shades designs except White, Ivory, Grey, Fume Red Brown etc.	M2	34.58	402.50	13918.45
85	Vitrified floor tile 60x60 cm	M2	12.49	632.50	7899.93
86	100 mm mortice lock with 6 levers for aluminium door.	EA	5.00	546.25	2731.25
87	Chromium plated Brass curtain rod 12 mm dia 1.25mm thick	M	24.00	204.70	4912.80
88	PTMT Tower bolt 152x42x18mm	EA	5.00	44.85	224.25
89	PTMT handle 125x34x24mm	EA	5.00	26.45	132.25
90	Brass 150 mm floor door stopper (0.357kg)	EA	5.00	201.25	1006.25
91	Water proofing materials	KG	28.00	51.75	1449.00
92	Vitreous china flat back wash basin 630x450 mm	EA	1.00	917.70	917.70
93	Brass bib-cock 20 mm dia	EA	1.00	281.75	281.75
94	Cement base wall care putty	KG	554.77	20.70	11483.74
95	Galvanised steel plain sheets	QTL	2.04	7820.00	15952.80
96	30 mm thick prelaminated flush door shutter	M2	9.20	1035.00	9522.00
	SECTION B				
1	Supply of Local bricks- First Class	NO	81704.00	16.97	1386516.88
2	Supply of Gravel (65mm graded down to 25mm), hard, clean and free from foreign materials	M3	2.43	2174.86	5284.91
3	Supply of Broken stone-Boulder broken (25mm graded down to 12mm), hard and clean.	M3	122.91	3285.31	403797.45
4	Supply of 1st class seasoned Hollock timber (Scantling)free from knots & cracks.	DM3	230.00	49.43	11368.90
5	Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish	M3	265.89	1281.29	340682.20
6	Supply of Timber for shuttering	DM3	1669.00	28.43	47449.67
7	Supply of Timber Ist class (Tita chapa), free from knots and weak spots.	DM3	1110.00	88.22	97924.20
	SECTION C				
1	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 4KM and Upto5KM	TON	52.50	158.88	8341.20
2	Extra on Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials on every additional KM: Beyond 5KM and Upto 10KM	TPM	262.50	12.32	3234.00
3	Extra on Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials on every additional KM: Beyond 10KM and Upto 20KM	TPM	525.00	10.27	5391.75
4	Extra on Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials on every additional KM: Beyond 20KM	TPM	2100.00	8.64	18144.00

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	GROUP B				
	SECTION A				
1	Supply and installation of 3 phase 12 way TPN prewired MCB DB with double door of following specification: DB shall be as per IS 8623, Suitable for Flush mounting or surface mounting application with minimum63 A copper busbar for each phase, with neutral bar, earth bar and cableties for cable management, busbar and neutral bar. DB shall have proper arrangement for door earthing and corner shields for better protection, Pan assembly for ease of installation, masking sheet, complete with four pole RCBO (63A, 300mA) as incomer and 3 phase & single phase MCBs as outgoing, supplied with wire set and MCBs. Wires shall be FRLS copper single core cables of sufficient capacity. DB shall have protection against mechanical impact, minimum protection index shall be IK 09 with acrylic door of IEC-62262 and Ingress protection of IP43. Dimension of DB shall be as per IS 8623. DB shall be complete with adequate no. of knockouts of standard size on the top and bottom of the DB. Make of DB and components: Schneider / ABB /Legrand / L&T / Siemens or substantially equivalent Part 1: Incomer - DB shall have 63 A,10kA, 300 mA, 4 pole RCBO as incomer as per IS: 12460 with latest amendments, Part 2 :Outgoing Distribution - (a) In each phase shall consist of 4nos. of Single Pole MCB each of 20 A, all C curve, 10 KA capacity;(b) Total 4 nos. of three phase 4 pole MCBs each	NO	1.00	40456.56	40456.56
2	Supply & Installation of 100A, TPN, Switch Disconnector Fuse Unit, complete with sheet steel enclosure box, operating handle, HRC Fuses etc. Model range Legrand, Schneider, Indoasian, ABB or substantially equivalent as approved by OIL including installation, necessary connection, earthing, testing and commissioning	NO	1.00	8227.38	8227.38
3	Supply and installation of 20A, 30mA, DP (1P+N) RCBO Unit complete with metallic enclosure. RCBO unit to be installed in the modular switchboard, power points as per wiring scheme. RCBO shall comply to standards IEC/EN 61009, AC Class Protection; Tripping characteristics -C curve; RCBO shall be complete with test button and trip indication. Make Schneider/ ABB / Legrand / L&T / Siemens or substantially equivalent CBO shall be installed in the metallic enclosure wherever required / as directed by OIL's Elect. Engineer.	NO	10.00	6846.42	68464.20
4	Supply and fixing/installation of white colour, 12 modules, horizontal, surface mounted, PVC/Plastic Surface Box along with modular double plates (base & cover plate) for fixing modular switches, socket, fan regulator, call bell switch etc. as required, complete with screws etc., as approved by OIL.	NO	11.00	451.89	4970.79
5	Supply and fixing/installation of white colour, 4 modules, horizontal, surface mounted, PVC/Plastic Surface Box along with modular double plates (base & cover plate) for fixing modular switches, socket, fan regulator, call bell switch etc. as required, complete with screws etc., as approved by OIL.	NO	11.00	190.88	2099.68
6	Supplying and fixing of 5 or 6 Amp one way modular clip in switch, model range Legrand, Schneider, Indoasian, including making necessary connection as per OIL's approval.	NO	87.00	28.25	2457.75
7	Supplying and fixing of 15 or 16 Amp one way modular clip in switch, model range Legrand, Schneider, Indo	NO	8.00	78.88	631.04

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	asian or substantially equivalent including making necessary connection as per OIL's approval.				
8	Supply and fixing of socket outlet 6 Amps 3 pin universal combine shuttered complete, model range Legrand, Schneider, Indoasian, Crabtree including necessary connection as approved by OIL	NO	25.00	58.44	1461.00
9	Supply and fixing of socket outlet 6/16 Amps 3 pin combine shuttered complete, model range Legrand, Schneider, Indoasian, Crabtree or substantially equivalent including necessary connection as approved by OIL.	NO	8.00	109.09	872.72
10	Supplying, fixing/installation of 2 modules electronic poly carbonate type, fan step regulator, 5 step, 100W/240V, white, Modular Fan speed controller. Make: Legrand /Schneider /Indoasian /Havells /Siemens or substantially equivalent Internal connection of wire as per direction of OIL's Electrical Engineer is included in the item.	NO	14.00	317.49	4444.86
11	Weatherproof LED flood light IP65 Luminaires with 100 +/- 10% W, for outdoor use, operating voltage 140V - 270V, Lumen efficiency > 90 lm/W, Beam angle 120 deg., CRI > 70, power factor >0.90, CCT 6000K, THD<10%,electrochemically brightened and anodized reflector, Efficient heat sink design integrated in high pressure die cast aluminium housing IP 65protection, Heat resistant toughened glass, LED as per LM 80, powered by an in-built electronic driver, lower THD, Open Circuit Protection, Surge voltage protection as per IS 15885 part-2/sec 13, luminaire complete with mounting bracket with aiming adjustment. Make Bajaj / Syska / Havells / Philips / Osram or substantially equivalent.	NO	25.00	8466.10	211652.50
12	Supply and fixing of 1400 mm, Sweep, 230 V AC and 60 W (Havells / Bajaj/ ORIENT - PSPO / USHA or substantially equivalent) AC Ceiling fan, white in colour, complete with all accessories like down rod. Canopy etc. without regulator as approved by OIL. Necessary connection shall be made as directed by Electrical Dept. of OIL.	NO	14.00	2078.27	29095.78
13	Supply, installation, testing and commissioning of 200mm sweep fan (Decorative type Fresh Air Fan) size of propeller type AC exhaust fan, plastic body complete with louvers/shutter mounting rings, frame bracket etc., but without regulator suitable for use on 230/240 V, 50 Hz single phase AC supply. Fan shall be as per IS: 2997-1964 and marked /embossed with ISI logo. Warrantee 2 years. Make: Usha/Bajaj/Crompton Greaves/Havells or substantially equivalent	NO	5.00	3170.97	15854.85
14	Installation and commissioning of surface mounting Powder coated, Aluminum extrusion housing, IP20 Diffused Acrylic glass fitted 4ft LED Batten LM-79 certified luminaire & LM-80 certified LED complete with integrated electronic driver and all mounting accessories. The product should have an even light distribution with system lumen greater than2000 Lumen with 22 +/-10% W system wattage. and CCT 6500k, CRI >80 and system efficacy >100 lm/W. Lifetime should be at least 40,000 hours. The product should have an Electronic constant current driver with Open &Short circuit protection, reverse polarity protection and surge protection, PF >0.9, THD <10%. Make : Bajaj / Syska / Havells / Philips / Osram or substantially equivalent	NO	45.00	710.94	31992.30

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
15	Wiring for light point/ fan point/ exhaust fan point with 3 Nos. of 1.5sq.mm FRLS PVC insulated single core copper conductor in surface medium grade ISI approved 25mm size PVC Casing Capping, suitable PVC casing box for fixing ceiling rose, 3 pin Ceiling rose, blank plate for empty slot and earthing the point with 1.5 sq.mm. FRLS PVC insulated single core multi-stranded copper conductor as required. (identical size for phase, neutral and earth wires, colour coded red, black and green respectively). During measurement, one unit (or one number) shall mean 'a point wiring complete with supply of all materials as above including labour charge for fixing'.	NO	100.00	731.39	73139.00
16	Wiring for Circuit/ Submain (DB to Switchboard) / Power wiring along with earth wire with 2 Nos. of 4 sq.mm. and earth continuity with 1 no.2.5 sq.mm sizes of FRLS PVC insulated copper conductor, single core multi-stranded cable in surface/ recessed for voltage grade 1100 volts (Finolax/Havells/Polycab/L&T or substantially equivalent) medium grade ISI approved 25 mm PVC casing capping as required. Wiring shall be done from MCB DB to desired Switch Board/power point. (phase, neutral and earth wires, colour coded red, black and green respectively) During measurement, one unit (or one meter) shall mean 'wiring of one meter length complete with 3 nos. wires, casing capping etc. as above including labour charge for fixing'	M	140.00	217.18	30405.20
17	Supply and fixing of 1 Module Blank Plate single in modular switch system, including necessary connection as per direction of Engineer in Charge.	NO	100.00	2.92	292.00
18	Supply and fixing PVC box of 250 mm X 300 mm X 60 mm deep (nominal size) on surface. This PVC box will be used as a junction box for wiring. Make: Presto Plast/AKG/Richa or substantially equivalent as approved by OIL	NO	25.00	160.70	4017.50
19	Supply of 9m Galvanised Steel Tubular Pole 410-SP-30 as per IS: 2713 –1980 complete with base plate and two nos. Cross arm brackets as per details given below:• Pole overall length : 9000 mm• Base Plate Size: 300mm X 300mm, galvanised after welding at the base of each pole.• Average galvanisation thickness: 85 micron• Angle iron cross arm, Galvanised to suit 90mm OD pole complete with bolts, nuts and washer 850mm long, cross section of materials 75mm X75mm X 10mm thick. Two nos. per pole. • Make – NEZONE / UTKARSH / Sidhi Vinayak wall infra Pvt. Ltd. or substantially equivalent• Installation: One sixth (i.e. 1.5m) of the pole length shall be buried through earth excavation during installation of the pole. Installations includes backfilling of the pit after pole erection. Supplier to take approval from the OIL's Electrical Engineer before procurement of the steel tubular poles.	NO	25.00	29665.17	741629.25
20	Supply of polycarbonate junction box complete with cable gland and terminal block: • Polycarbonate junction box(JB) to have minimum IP 65 protection level.• JB shall have 3 nos. single compression cable glands, each suitable for 4C X 10 sq.mm PVC armoured cable.• JB must have suitable provision for fixing on 150mm OD electrical poles. Necessary clamps & bolts shall be supplied along with the JB.• JB shall be weather proof, having sealing mechanism to avoid any ingress of water inside.• Material of the JB shall be high grade thermoplastic polycarbonate(anti corrosive) in accordance with IEC 60439-1• System Voltage: 415V,	NO	30.00	2926.00	87780.00

SL. NO.	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	50Hz• Dimension: suitable for 4 X 10 Sq.mm PVC armoured cable terminations and a terminal board of 10 Sections suitable for 10 sq.mm wires. Installation includes, fixing of the JB, termination of the incoming and outgoing cables after proper cable Glanding etc. Job shall be complete with appropriate workmanship, to the satisfaction of OIL's Electrical Engineer				
21	Supply of 4 Core, 10 sq.mm, 1100V PVC armoured cable and underground laying / Overhead stringing of the cable." Cable size 4C X 10 Sq.mm Aluminium", Voltage Grade 1100V", Conductor material multi stranded compact circular aluminium", Insulation PVC", Filler & inner sheath Unvulcanised rubber / thermoplastic materials/ proofed tape for inner sheath only", Outer Sheath PVC", Armour Galvanised steel wire", Applicable standard IS 8130-1984, IS 5831-1984, IS 1554 (part-1) -1988 with latest amendments/version if any." Cable shall be supplied in packed coils. Manufacturers name, voltage grade, cable size, running meter etc. shall be embossed on the cable sheath throughout the length." Cable make Polycab / Finolax / Havells / KEI / KEC / Sterlite /V-guard" or substantially equivalent, Laying of cable Cable shall be laid in underground trenches at a depth of 750mm. Excavation of trench, laying of cable, covering the cable with a layer of sand and putting a layer of brick over the cable are included in the scope of cable laying. Necessary brick and sand shall also be supplied by the contractor. Wherever it is not possible to lay the cable underground.	M	1000.00	462.95	462950.00
22	Power wiring from the nearby source to the 63A SDF and from MCCB to the TPN DB as directed by the Electrical Engineer of OIL. Necessary materials like cable etc. will be provided by OIL. (2) Earthing works (2 nos. earth pits and interconnection etc.) as required for the electrification. Necessary earthing materials like earth electrode, GI wire, GI Strip would be provided by OIL. (3) Standard Testing of the wiring works before charging. (4) Supply of two pieces 'as built drawing' in A3 size paper, laminated and drawn in computer. (5) Other essential misc. works like testing of circuit before charging etc. as required for completion of the Electrification Works.	AU	1.00	12641.03	12641.03
Contract Execution Cost, **A**					**₹ 69,05,828.21**
Forest Royalty of 1% on the contract execution cost. Additional 10% Cess on forest royalties for each of MMDRRF and DMFT, **B**		AU	1.00	82869.93	82869.93
TOTAL (A+B)					**₹ 69,88,698.14**

Note:

a) Bidder must quote overall price within the range of "At Par" to "+10%" of Company's Internal Estimate.

b) Bidder must include all impale plant, labour, supervision, materials, erection of display board, sign/caution board, insurance, profit, taxes and duties, together with all general risks, liabilities in their quoted rates excluding PF and GST.

c) Forest Royalty is to be calculated and paid as per the "Third Schedule" of Notification No. PEM 130/2021/40 dated 7th October 2021 & other ancillary charges as per Notification No. PEM 130/2021/55 dated 16th December 2021.

WORKS CONTRACT

SPECIAL CONDITIONS OF CONTRACT

DESCRIPTION OF WORK/SERVICES: Construction of security barrack for placement of static security at BGN#14 well plinth including toilet block, security morcha (02 nos. of permanent and 02 nos. of temporary), footpath and jingular wire fencing all around the plinth including supply of all materials except cement, jingle wire and secondhand pipe post.

1.0 SCOPE OF WORK:

All materials including manpower, tools, equipment and consumables shall be in the scope of supply of contractor except the supply of cement and the rates are inclusive of all necessary input to complete the job.

The contractor must complete the work in all respect within the work duration allotted to him as per work order. However, any delay in completion of the work due to reasons not attributable to the contractor will be considered based on hindrance register maintained during delay analysis of the work after its completion and the same will be considered during calculation of LD as per Contract. Moreover, the duration of the work allotted to the contractor is inclusive of Sundays and Holidays but excluding such type of hindrances not attributable to the contractor.

All materials used in the work shall conform to the latest revision of the relevant Indian Standard Specifications to the extent practicable. Where no such specifications exist, they shall be of the best quality available in the market. Wherever ISI certified materials and products are available, these alone shall be used. All materials shall be stored at site in accordance with IS-4082-1996.

Unless specially provided for in the contract the tendered rates shall include the cost of carriage, transport, loading, unloading and stacking as directed for all materials required on the work. Where a tender provides a rate for transport of materials, it includes for all loading, unloading and stacking on the site in such position and manner as directed. Any materials found not conforming to specification must be removed from site within 48 hours.

All jobs as per the scope of work shall be carried out in accordance with relevant Indian Standard specifications and direction of Engineer-In-Charge.

Barricading of the construction site if required shall be carried out by the contractor as per site conditions and direction of Engineer-In-Charge at his own cost.

Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Scope of work & Terms of reference, where any provision of the General Conditions of Contract is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the General Conditions of Contract and shall prevail to the extent of such repugnance or variations.

I. SCOPE OF CIVIL CONSTRUCTION WORK:

1.0 SITE CLEARANCE:

Before the earthwork is started, the area coming under cutting and/refilling shall be cleared of shrubs, vegetation, grass, uprooting of tree stumps and such others, and rubbish removed up to a distance of 50 meters outside the periphery of the area under clearance. The rate of such site clearance is included in the rate of earthwork.

2.0 STORAGE:

Materials shall be transported, handled and stored at site carefully to the approval of Engineer so as to prevent any damage of any kind to be kept at his own risk and cost.

Cement shall be stored in a weatherproof shed, the floor of which shall be raised 300 mm clear from the ground and 600 mm away from the wall all round in order to protect from rain and moisture.

3.0 CEMENT CONCRETE/ REINFORCED CEMENT CONCRETE WORK:

All C.C. work in shall be done with 18 mm graded down broken stone and in proportion as specified in item. Broken stone shall be properly screened before use. All reinforced cement concrete work to be done in prop. 1:1.5:3 unless otherwise specified -- 18mm down to 12mm graded down broken stone as per related drawings and instructions of site Engineer to be followed in case of any discrepancies. Proper vibration to be done as per IS recommendation.

3.1 **CEMENT** - Cement shall be issued by the company from its Store at Duliajan.
Cement shall be stored in weatherproof shade with raised wooden plank flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt, i.e. first received being first used. Cement deteriorated and or clotted shall not be used on work but shall be removed at once.

3.2 **Fine Aggregate** - Fine aggregate shall be hard, durable, clean and free from adherent coating and organic matter. It shall not contain harmful impurities such as pyrites, coal, lignite, mica, shale or similar laminated material, clay, alkali, soft fragments, seashells and organic impurities in such quality as to affect the strength or durability of the concrete. Fine aggregate to be used for reinforced concrete shall not contain any material liable to attack the steel reinforcement. Fine aggregate which is chemically reactive with alkalis of cement is harmful as cracking of concrete may take place. During the rains or when there is heavy dew, the materials must be covered in order to keep it dry. Damp aggregates must not be mixed with cement.

3.3 **Coarse Aggregate** - Coarse aggregate shall be obtained from natural sources such as stone, gravel, etc. crushed or un-crushed or a continuation thereof from approved quarries. This shall consist of coarse material most of which is retained on 4.75mm sieve. Aggregate shall be hard, strong, dense, durable, clean and free from veins and adherent coatings. It shall be free from soft, feeble, thin, elongated or laminated pieces and shall be roughly cubical in shape. It shall be clear and free from dirt and any other deleterious matter.

3.4 **Reinforcement bars** - The following types of steel for reinforcement shall be used in reinforced concrete construction and these shall conform to Indian Standards or as revised from time to time mentioned against each

(i) Mild steel and medium tensile steel bars and hard drawn steel wire - IS: 432.
(ii) HYSD bars - IS: 1786.

Reinforcement bars of primary producers as specified in the approved vendor list will only be allowed at site.

3.5 Bending & Placing steel reinforcement in position Bending shall be carried out as per relevant IS specification and direction of the Engineer-in-charge. All reinforcement bars shall be accurately placed in position with spacing and cover as shown in the drawing or as specified and firmly held so during the placing, vibrating and setting of concrete. Bars shall be thoroughly cleared of rust, seals, grease, oil and any other foreign matter before placing them in position. The overlap jointing shall be staggered. The bars shall be fixed with 22G binding wire. Precast cover blocks 1:2 (1 cement: 2 sand) cement mortar 40 mm square and necessary thickness shall be used to keep the reinforcement bars in proper position. For this block, no extra payment to be made. Wire required for binding shall not be measured separately. Tack welding shall also be permitted in lieu of building with steel wire.

3.6 **Proportioning of mix** - Proportioning shall be done by volume. Boxes of suitable size shall be used for measuring sand and aggregates. The size of the boxes (internal) shall be 35 x 25cm and 40cm deep. The unit of measurement for cement, shall be a bag of cement weighting 50 Kg and this shall be taken as 0.035 cubic meter. While measuring the aggregate and sand the boxes shall be filled without shaking, ramming or hammering. The proportioning of sand shall be on the basis of its dry volume and in case of damp sand, allowances for bulk age shall be made.

3.7 **Mixing** - Mixing of reinforced cement concrete shall, as a rule be done in a mechanical mixer. However, the Engineer-in-charge may permit hand mixing in specific cases where in his opinion it is not practicable to resort to mechanical mixing, either on account of the quality of cement concrete required is small or for any other reason. In such cases, it should be ensured that the inferior quality of concrete produced by hand mixing will not adversely affect the structure.

3.8 **Consistency** - The quantity of water to be used for each batch containing 50 Kg of cement, to give the required consistency shall not be more than 34 litres for 1:3:6, mix 32 litres for 1:2:4 mix, 30 litres for 1:1.5:3 mix and 27 litres for 1:1:2 mix. In case of vibrated concrete, the above quantity shall be suitably reduced. The quantity of water shall be regulated by carrying out regular Slump Test.

3.9 **Placing of concrete** - Before placing the concrete the sub-base/form work shall be cleared of all injurious or foreign matter, watered and well consolidated. Formwork shall be clean and free from all foreign material. It is necessary that the time between mixing and placing of concrete does not exceed the initial setting process. Mixed concrete that has been left standing shall not be used after the initial set has commenced the addition of water (or cement) to make such a mixture more workable shall not be allowed. In foundation trenches or such other situations, the entire concrete used in the work shall be laid gently (not thrown) in layers not exceeding 15cm. The concrete so deposited shall be thoroughly vibrated by means of mechanical vibrators till dense concrete is obtained.

3.10 **Curing** - Concrete shall be carefully protected during first stage of hardening from harmful effects or excessive heat, drying winds, rain or running water and shock. After the concrete has begun to harden i.e. about 1 to 2 hours after its laying it shall be protected from quick drying with moist gunny bags or any other material approved by the Engineer-in-charge. After 24 hours of laying of concrete the surface shall be cured by flooding water up to 25mm depth or by covering with wet adsorbent materials. The curing shall be done for a minimum period of 7 days from the date of pouring of concrete, unless otherwise specified.

3.11 **Finishing** - In case of roof slabs the top surface shall be finished even and smooth with wooden trowel, before the concrete beings to set. The surface of RCC slab on which the cement concrete or mosaic floor is to be laid shall be roughened with brushes while the concrete is green. This shall be done carefully without disturbing the concrete. Before laying the floor, the laitance shall be removed, the surface of slab hacked and a coat of cement slurry at 2.75 Kg of cement per square metre shall be applied, so as to get a good bond between RCC and concrete floor. The exposed surface which is to receive plaster or where it is to be joined with brick masonry wall shall be properly roughened immediately after the removal of form work, taking care to remove the laitance completely without disturbing the concrete. Before the surface is plastered, it shall be cleaned and wetted so as to give good bond between concrete and plaster.

4.0 <u>FORM WORK:</u>

The formwork shall be rigid and so corrected as to retain the shape and dimensions of the member being cast. Form work for concrete shall be seasoned timber/steel or other approved materials as per directions of the Engineer-in-Charge. It shall be sufficiently tightened to prevent loss of cement slurry and all holes and joints shall be chaulked with putty. It shall have sufficient strength and rigidity to withstand the load of concrete, and vibrations, movement of men, materials and plants and any other incidental loads without excessive deflection beyond permissible limits. The formwork shall be so constructed as to be removable in sections by inscribing or otherwise loosing - them without hammering or levering with force. Only wedges, clamps bolts or screws etc shall be used in preference to nails or spikes. All side pieces shall be easily removable without disturbing the bottom pieces. Where however, use of nails and spikes become unavoidable, these shall be left projecting so that they can easily be withdrawn.

Surface treatment for shuttering - Forms shall be cleaned with soap solution or row linseed oil shall be applied after thoroughly cleaning the surface. Care shall be taken that such approved composition is kept out of contact with the reinforcement.

In normal circumstances (temperature not below 15 degree C) and where ordinary Portland cement is used form may generally be removed after the expiry of the following periods.

a) Vertical form work to columns, walls, beams = (16-24) hours
b) Slabs side (props left under): 3 days
c) Beam soffits (props. left under): 7 days
d) Removal of props under slabs
    a) Spanning up to 4.5 m: 7 days
    b) Spanning over 4.5 m: 14 days
e) Removal of props under beams and arches:
    a) Spanning up to 6 m: 14 days
    b) Spanning above 6 m: 21 days

In no circumstances shall forms be struck until the concrete reaches strength of at least twice the stress to which concrete may be subjected at the time of removal of form work. All form works shall be removed without such shock or vibration as would damage the concrete.

5.0 BRICKWORK:

5.1 All bricks shall be of 75 class designation quality locally available as approved by the Site Engineer.

5.2 Bricks shall be of size as specified in the item of work or of nominal size where no particular size is mentioned.

5.3 Bricks shall be well burnt, sound, hard with sharp edges of uniform size and shape free from cracks, stones or particles of lime and other defects, shall be kiln burnt and satisfy the following requirement:

i) They shall give a clear metallic sound when struck.
ii) They shall be of uniform colour and size.
iii) They shall not be cracked, stratified or under or over burnt.
iv) The tolerance in dimensions shall be +/- 12mm in length, 6mm in width and 3mm in height.
v) Keys or frogs shall be formed on one of the larger sizes, except in the case of machine extruded bricks where no frogs are required.
vi) The increase in weight when soaked in water for 24 hours shall not be more than 20% of the dry weight of the bricks.

5.4 If required by the Engineer-in-Charge, necessary test shall be conducted at the contractor's expense to ensure quality. In general, the bricks shall be the best quality locally available.

Bricks used for masonry in cement mortar or composite mortar shall be thoroughly soaked in clean water for at least an hour immediately before use (The absence of bubbling when the soaked brick is immersed in water is the test for thorough soaking). The soaked bricks shall be kept on a platform free from dirt, mud or any foreign element. Bricks shall be laid in English bond unless otherwise specified. Care must be taken that the bricks are perfectly clean and free from lime, moss or dirt of any kind. If necessary, they must be scrubbed before use. Half or cut bricks shall be not used except for closures which may be required to complete the bond. It shall be ensured that all horizontal and vertical joints are completely filled with mortars without any void in brickwork. Brickwork shall be raised truly plum (or true to required better where so specified). All courses shall be laid truly horizontal. Vertical joints shall be truly vertical and those in alternate courses shall be in the same vertical line. The thickness of brick courses shall be uniform. Great care must be taken to masonry in progress of construction damp. When work is left off for the day troughs shall be formed, by means of fillets of mortar 51mm high all-round the unfinished work and shall be kept filled with water. Vertical or inclined surfaces must be frequently watered from a rose headed can. Water should not be dashed with violence against new work as this washes out the mortar. Should the work be delayed owing to holidays or for other reason, the contractor must make adequate arrangements for keeping the work wetted and shall continue to do so for at least ten days or such longer time as directed, after the brickwork has been completed.

6.0 CEMENT MORTAR:

6.1 **Must be Freshly mixed:** Cement mortar will only be mixed in such quantities as can be used up on the work within half an hour of mixing. Mortar which has been mixed longer or which has taken its initial set will on no

account be used on the work or remixed with fresh mortar. It must be immediately removed from the site or work.

6.2 **Method of mixing:** The cement and sand will be mixed dry in the specified proportions, by turning over at least three times on the mixing platform. Only sufficient water will then be added, thorough a rose of a watering can, to produce a workable mixture. The wet mortar will be thoroughly worked or mixed by repeatedly turning over, not less than three times on the mixing board.

6.3 **Size of mixing platform and precaution against it :** All mixing of mortar must be done on platforms of angle size and workman bringing the material to and from the platform must not be permitted to walk about on it, thereby bringing mud or dirt to the place, where the mortar is being mixed. The platform must be clean and level and all joints closed or filled so that the cement is not washed out.

6.4 **Proportion of cement and sand:** Where not otherwise specified, cement mortar for plaster will consist of one part of cement to two parts of sand. For mortar for brick or stone masonry work the proportion unless otherwise specified, will be one part of cement to three parts sand.

7.0 DAMP PROOFING COURSE:

It shall consist of 1:1.5:3 plain cement concrete with approved water proofing materials of specified thickness such as cico, impermo etc. as per item specification or as directed by Engineer In charge. Edges of DPC shall be straight, even and surface shall be kept wet for seven days. Before commencing the superstructure work, the top of concrete course shall be dried and cleaned of all materials.

8.0 WOODWORK:

The work shall be carried out as per detailed drawings and/or as directed by the Engineer-in-charge. The wooden members of the frame shall be planed smooth and accurate to the full dimensions. Rebates, rounding, mouldings etc., as shown in the drawing shall be done before the members are joined into frames. Timber will be 1st class seasoned as approved by the Engineer-in-charge.

8.1 **Jointing** - Jointing in timber frames must be made carefully and accurately. They shall be strong, neat and shall fit without wedging or filling. The joints shall be pinned with hard wood 10 to 15mm dia after the members of the frame are pressed together in a suitable vice-mechanism.

8.2 **Surface treatment** - Woodwork shall be painted. oiled, polished or otherwise treated as specified. All portions of timber abutting against masonry or concrete portion of building shall be coated with boiling coat tar or other type of approved wood preservative or primer, before placing them in final position.

8.3 **Hold fasts** - Hold fasts used for fixing doors and window frame shall be made of 40 x 3mm flat iron long unless otherwise specified. It shall have a hole on one end for fixing to frame, at the other end the flat iron shall be split and bent at right angles in the opposite direction. The hold fast shall be tightly fixed to the frame by means of bolts, the bolt hole in frame being plugged suitably and finished neat. The hole fast shall be embedded into masonry by concrete block as described in the item of work.

9.0 DOORS:

The flush door shutters (solid core type) decorative and non-decorative type shall conform to IS: 202 (Part I).
Door frame (Chowkaths) of door, windows, other similar works wrought, framed and fixed in position in contact with C.C. or brick masonry walls including supplying, fitting and fixing with M.S. flat hold fast as per design and embedded in cement concrete block in prop 1:2:4 and with two coats of kiricide oiling to the timber faces in contact with C.C. and masonry as directed and specified.

Lamination: All the decorative laminations required for doors, wall paneling, furniture finishing etc. should be of ISI approved brand of manufacturers such as Kit Ply, Marino Ply, or Green Ply.

10.0 PLASTER WORK:

10.1 **Preparation of surface:** All putlog holes in brick work and junction between concrete and brick work shall be properly filled in advance. Joints in brick work shall be raked about 10mm and concrete surface hacked to provide grip to the plaster. Projecting burrs of mortar formed due to gaps at joints in shuttering shall be removed. The surface shall be scrubbed clean with wire brush/coil brush to remove dirt, dust etc. and the surface thoroughly washed with clean water to remove efflorescence, grease and oil etc. and shall be kept wet for a minimum of six hours before application of plaster.

10.2 **Proportion:** The cement plaster shall be in specified proportion of cement and sand as per relevant item requirement.

10.3 **Mixing:** The cement and sand should be thoroughly mixed in dry condition. After dry mixing the materials shall be wetted with just sufficient water to bring the mortar to proper consistency of thick paste. Mortar should be used immediately after mixing and arrangements shall be made so that not more than 30 minutes elapse between the cement first coming in contact with the moisture and laying.

10.4 **Placing:** Plaster shall be laid over the prepared surface in one coat to the specified thickness and rubbed with "PATAS" and trowel and shall be smooth, free from waviness and trowel marks.

10.5 **Sequence of operations:** For external plaster, the plastering operations shall be started from the top floor and carried downwards. For internal plaster, the plastering operations may be started wherever the building frame and cladding work are ready and the temporary supports of the ceiling resting on the wall or the floor have been removed.

10.6 **Curing:** Each coat shall be kept damp continuously till the next coat is applied or for a minimum period of 7 days. Moistening shall commence as soon as plaster is hardened sufficiently. Soaking of walls shall be avoided and only as much water as can be readily absorbed shall be used.

11.0 PLASTER OF PARIS:

Surface preparation for plastered wall, ceiling etc. to be done by providing plaster of Paris of average thickness as specified in item specification and of make as per the approved make list in provided including clearing, rubbing with sand paper, filling gaps/depression and make the surface even and smooth.

12.0 PAINTING:

12.1 **Primer coat:** The primer where used as on undecorated surfaces shall be alkali resistance primer or acrylic based cement primer as specified in the item. These shall be of the same manufacture as oil bound distemper/ plastic emulsion paint. If the wall surface plaster has not dried completely alkali resistance primer shall be applied before distempering the walls. But if the distempering is done after the wall surface is dried completely, cement primer shall be applied.

12.2 **Application of acrylic emulsion paint:** Over the plastered surface, putty is to be applied in two coats or more following which, the surface is to be lightly sand papered to make it smooth. Before application of the paint, priming coat must be applied for receiving the distemper/plastic paint taking care not to rub out the priming coat. Paint shall be applied in two coats or more over the prepared surface. Paint shade must be pre-approved from the Engineer In charge and the make shall be as per the approved vendor/make list and the materials supplied at site by the contractor shall be sealed and unopened containers.

12.3 **Application of Water proofing cement:** Providing and applying the cement-based paint conforming to IS: 5410-1990, two coats over primer or as per manufacturers including scraping, scaffolding, curing etc. The surface shall be prepared as specified above and thoroughly wetted with clean water before waterproof cement paint is applied. The make, colour and shade of cement-based paint shall be approved by the Engineer in-charge or as specified in the make list for civil items.

13.0 MULTI SURFACE PAINT / SYNTHETIC ENAMEL PAINT OVER WOODWORK, STEEL ETC:

The surfaces before painting shall be cleaned of all rust, scale, dirt and other foreign matter sticking to it with wire brushes, steel wool in case of steel surfaces and sand papering in case of wooden surfaces. Thereafter, one coat approved primer paint will be applied on the surface. Synthetic enamel paint (of approved make) shall be applied - two or more coats to give an even shade.

Paints supplied shall be of approved make and prior approval must be obtained from Engineer-In-Charge before procurement and mobilization at site. If materials are mobilized without obtaining prior approval from Engineer-In-Charge, the same are liable to be rejected and shall be removed from site.

14.0 FILLING EXCAVATED EARTH IN FOUNDATION TRENCHES, PLINTH FILLING AND PREPARATION OF FLOORING SURFACE:

As soon as the work in foundation has been completed and measured, the sides of foundations shall be cleared of all debris, bricks bats, mortar dropping etc, and filled with earth in layers not exceeding 30cms, each layer shall be adequately watered, rammed and consolidated before the succeeding one is laid. Earth shall be crammed with iron rammers where feasible, and with the butt ends crowbars where rammer cannot be use.

Sand filling in plinth: Sand shall be clean and free from dust, organic and other foreign matter. Sand filling shall be done in a manner similar to earth filling in plinth. Concreting of floor shall not be started until the Engineer-in-charge has inspected and approved the filling.

After the plinth filling has been prepared as detailed in specification IT shall be laid watered and brought to an even surface. Over the sand a foundation course of bricks shall be laid and the interstices filled in with sand. The bricks shall be tightly packed and laid so as to break joint.

15.0 TILE FLOORING (VITRIFIED/ CERAMIC):

Tiles shall be of the best quality from an approved manufacturer. The tiles shall be flat, true to shape and free from flaws such as crazing, blisters, pinholes, specks or welts. Edges and underside of the tiles shall be free from glaze and shall have ribs or indentations for a better anchorage with the bedding mortar. Dimensional tolerances shall be as specified in IS: 13756.

Base concrete or the RCC slab on which the tiles are to be laid shall be cleaned, wetted and mopped. The bedding for the tile shall be with cement mortar 1:4 (1 cement: 4 coarse sand) or as specified. The average thickness of the bedding shall be 20 mm or as specified while the thickness under any portion of the tiles shall not be less than 10 mm.

Mortar shall be spread, tamped and corrected to proper levels and allowed to harden sufficiently to offer a fairly rigid cushion for the tiles to be set and to enable the mason to place wooden plank across and squat on it.

Over this mortar bedding neat grey cement slurry of honey like consistency shall be spread at the rate of 3.3 kg of cement per square metre over an area up to one square metre. Tiles shall be soaked in water washed clean and shall be fixed in this grout one after another, each tile gently being tapped with a wooden mallet till it is properly bedded and in level with the adjoining tiles. The joints shall be kept as thin as possible and in straight lines or to suit the required pattern.

After the tiles have been soaked in water for at least two hours and the cement foundation sprinkled with water, laying work may commence and shall start from the centre of the room or area to be tiled, work being continued in both directions so that borders are laid last or as directed by the Engineer In Charge. Each tile will be laid in and drawn up in neat cement, care being taken to exclude air bubbles. Threads shall be stretched cross the surface, at intervals, parallel to the short sides of the area to be tiled to serve as guide lines.

Where full size tiles cannot be fixed these shall be cut (sawn) to the required size, and their edge rubbed smooth to ensure straight and true joints.

Tiles supplied shall be of approved make and approval for the items must be obtained from Engineer-In-Charge before procurement and mobilization at site. If materials are mobilized without obtaining prior approval from Engineer-In-Charge, the same are liable to be rejected and shall be removed from site.

In fixing tiles to walls the walls shall be rendered with cement plaster and the plaster scored diagonally and allowed to set. When laying the tiles work shall commence from the bottom, the back of each tile being smeared with neat cement of the consistency butter and the tile pressed into position.

After a small area has been laid all superfluous cement will be wiped off the surface. Stains shall be removed by moistening with hydrochloric acid and rubbing with pumice stone and afterwards washing with warm water.

16.0 PLINTH PROTECTION AND SURFACE DRAIN:

Plinth protection and surface water drain shall be provided along the outer periphery of the building as per drawing and with PCC (1:3:6) over bricks flat laid in CM 1:4 and finished with 15mm thick cement plaster in prop. 1:2 with floating coat of neat cement finish or as specified in the item.

17.0 SANITARY, PLUMBING WORKS AND WATER SUPPLY FITTINGS & FIXTURES:

All sanitary, plumbing and water supply fittings and fixtures shall conform to the latest IS specifications and shall be of approved make. Approval for the items must be obtained from Engineer-In-Charge before procurement and mobilization at site. If materials are mobilized without obtaining prior approval from Engineer-In-Charge, the same are liable to be rejected and shall be removed from site. All waste and soil pipes and fixtures shall conform to IS specifications and shall be jointed as specified.

18.0 ANTITERMITE TREATMENT (IS 6313):

Injecting chemical emulsion of Chlorpyriphos emulsifiable concentrates 20% with 1% concentration for pre-construction anti-termite treatment and creating a continuous chemical barrier under and all-round the column pits, trenches, top surface of plinth filling, junction of walls and floor along the external perimeter of building expansion joints, surroundings of pipes and conduits etc. complete as per specification.

19.0 uPVC DOOR/WINDOWS:

The uPVC casement / fixed / sliding windows and doors shall be factory fabricated by the approved manufacturer and installation work shall be carried out by them or their authorized vendor duly approved by the Engineer-in-charge.

20.0 STRUCTURL STEEL WORK:

All steel and other material shall be procured and supplied by the Contractor, from the approved list of manufacturers. Contractor shall use materials for fabrication as specified in the approved drawings. All materials supplied by the Contractor shall be in sound condition, of recent manufacture, free from defects such as mill scales, slag intrusions, laminations, pitting, flaky, rust etc. and be of full weight and thickness as specified.

Whenever the Contractor desires to substitute structural members / shapes, plates for the sizes shown on the approved drawings, for want of availability of requisite materials, such substitutions shall be made only after authorization in writing by the Consultant.

21.0 All workmanship and finish shall be of the best quality and shall conform to good engineering practice and the best-approved method of fabrication.

22.0 All materials shall be finished straight and shall be machined / ground smooth, true and square where so specified.

23.0 All structural steel shall be erected as per approved Design / fabrication drawings.

24.0 TESTS FOR QUALITY CONTROL:

Manufacturer test certificate shall be submitted by the contractor as and when instructed by Engineer-in-Charge and no separate payment shall be made by OIL for the same. Following tests to be carried out/test certificates to be produced by the contractor as and when directed by the Engineer-in-charge.

a) Cube test for RCC work.
b) Manufacture Test certificate for cement, structural steel, reinforcement steel, roofing sheet etc. wherever applicable shall be produced prior to its use in construction.
c) Brick test
d) Test for fine and coarse aggregate.
e) Water for construction and curing
f) Any other tests/manufacturer test certificate as per the direction of Engineer-in-charge.

Note: Some of the above tests like cube test for RCC, brick test, test for fine and coarse aggregate etc. will be carried out at OIL in-house laboratory of Civil Engineering Department at the discretion of the Engineer-in-Charge. In case the facility is not available in the OIL in-house laboratory due to any reasons, the tests shall be carried out by the Contractor from any Government Institute/approved laboratory at its own cost as per direction of Engineer-in-Charge.

25.0 MEASUREMENT & PAYMENT:

Payment for all works done shall be made on the basis of actual work done as per the schedule of quantity (SOQ) and schedule of rate (SOR). For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of quantity (SOQ), deviation order for the same shall be made on the rates as decided by the Company's Engineer based on OIL adopted internal estimation procedure/policy. Contractor must submit running account (RA) bills for the works executed time to time for release of payments.

In case of positive variation in quantities of any items from the quantity mentioned in the tender/contract SOQ, the contractor will have to carry out the positive varied quantity at the existing contract rate.

26.0 SAFETY MEASURE:

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

27.0 RECORD KEEPING:

i) A site order book will be maintained which will be in the custody of the Engineer-in-charge or his representative and all instructions given to the Contractor will be recorded in the site order book and the same has to be signed by the contractor to comply with the instruction given therein.

ii) A cement register has to be maintained to maintain the records of use of cement and the same has to be signed by the contractor.

iii) A hindrance registers to be maintained at site by the contractor.

iv) Register for daily toolbox meeting along with list of daily engaged work persons.

28.0 In case of any ambiguity/conflict among various documents the decision of Engineer-in-charge will be final and binding.

29.0 CONTRACTOR'S GODOWN:

The contractor must make adequate arrangement as directed by the Engineer-in-Charge, for the storage in suitable godown of all perishable materials such as cement. On no account may cement be stacked on the ground either in or outside godown.

30.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:

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

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

30.3 Efficient workmen to be engaged by the Contractor.

30.4 The Contractor's representative should report to Engineer-in charge on all working days at 7.00AM for instruction.

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

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

30.7 Water that may accumulate on the site during progress of the works or in trenches and excavation from other than accepted risks shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Contractor's expense.

30.8 If needed water and electricity will have to be arranged by the Contractor at his own cost. However, if felt, water and single-phase power supply may be provided by Company on Chargeable basis depending on its availability & approved by the competent authority.

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

30.10 The Contractor will be required to work expeditiously at the site.

30.11 Welding and cutting sets with fuel & operator, welder, fitter etc. shall be arranged by the Contractor at his cost at site for fabrication and erection work.

30.12 Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor (wherever applicable) to Engineer-in-Charge before starting of dismantling or the other execution of job.

30.13 The contractor must engage at least one qualified Technical personal (Preferable BE/B Tech or diploma in Civil Engineering courses) for the overall execution of the job and the complete bio-data of the person should be submitted to the company. In case the contractor does not deploy qualified technical person as mentioned above, the company has right to penalize the contractor at a rate decided by the company.

30.14 The contractor must submit a work plan in bar chart for the overall execution of the job within contractual period.

30.15 Contractor must maintain all the records listed as per contract document and submit the same along with the bill for checking and processing of running and final bill.

30.16 Contractor must submit the MTC documents along with supporting documents like challan/unpriced invoice etc. of the materials, wherever applicable and as directed by Engineer-In-Charge.

II. SCC FOR THE ELECTRICAL WORKS:

1.0 The contractor shall get approved all the items to be supplied (on basis of sample/ catalogue) for the wiring works from the concerned Electrical Engineer of the OIL before bulk purchasing of the materials. OIL will have the right to reject any procured item if any mismatch/discrepancy with respect to approved sample / contract specification is found.

2.0 All materials and works shall be guaranteed for minimum one year.

3.0 The supplied materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein & codes referred to. All electrical works shall be carried out in accordance with the provisions of CEA Regulations 2023, BIS standard, National Electric Code & National Building Code.

4.0 The items given under Schedule of Quantity shall be read in conjunction with scope of work, scope of supply and job specifications.

5.0 Contractor shall employ work persons with valid wireman license issued or recognized by Electrical Licensing Board to carry out all electrical jobs and shall employ one supervisor holding valid supervisory certificate of competency issued by Electrical Licensing Board for supervision of electrical jobs.

6.0 Contractor should have his/her own set of tools and tackles required for wiring / installation works.

7.0 Contractor should arrange of his own (a) 1000V Insulation tester (megger), (b) Earth Resistance Tester, (c) Multi-meter for installation, testing and commissioning works.

8.0 **SCOPE OF WORK:** Brief details of work to be carried out by the contractor are as described below. This will include supply, storage, laying, installation, jointing and testing, obtaining approvals, testing and commissioning and completion of different works. The work shall be carried out as described in Schedule of Quantities (SOQ), specifications.

The scope of work shall cover complete electrification works of security barrack at BGN#14 well plinth including toilet block, Security Morcha (02 nos. of permanent and 02 nos. of temporary), footpath and jingular wire fencing all around the plinth. The broad items/activities covered under internal electrical works shall include the followings:

a) Preparation of layout/ single line diagram/ wiring diagram in consultation with OIL's electrical engineer.
b) Supply and fixing of materials as per SOQ and above mentioned layout/ single line diagram/ wiring diagram
c) Testing of the wirings and rectifications/corrections in the wiring etc. if any. Contactor shall inform OIL's electrical engineer well in advance to witness testing works. Contractor need submit a copy of the test certificate duly signed by competent licensed supervisor to the OIL before charging.
d) Final charging and commissioning.
e) Handing over

9.0 **Schedule of Quantities/Rate:** The quantities in the SOQ, against the various items are estimated maximum quantity required for the electrification of the said office building. However, billing will be done as per actual quantity utilised in the electrification work.

10.0 **Quality of materials:** All materials and equipment supplied by the contractor shall be brand new. They shall be of such design, size and material as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

11.0 **Ratings of components:** All components in a wiring installation, conductors, switches and accessories shall be of appropriate ratings of voltage, current, and frequency, as indicated in SOQ.

12.0 **CABLES:**

Wiring cables: All wiring cables shall be BIS marked, FRLS, single core, PVC insulated, PVC sheathed, 1100V grade, FIA, TAC, IS-694 approved with flexible stranded copper conductor. The smallest size of conductor for'

lighting' circuits shall have a nominal cross sectional area of be 1.5 sq mm. The minimum size of conductor for 'power' wiring shall be 4 sq mm. Colour Code for cables must be followed as (a) Red, Yellow and Blue for individual phases, (b) Green for Earth, (c) Black for Neutral.

13.0 PVC CASING AND CAPPING:

13.1 **Fixing casing-capping:** PVC casing and capping shall be BIS marked & of standard material free from defects of any kind. PVC casing and capping should be strong and properly fitted so as to hold wires laid in it 70% to its full capacity.

13.2 The earth continuity wire shall be provided in the casing throughout the length of wiring. The size of earth continuity wire shall be same size with the main wire for circuits. All metallic parts, switchboards, light fittings and power sockets shall be connected to the earth wires and the connection shall be electrically and mechanically sound.

13.3 The maximum number of PVC insulated 650/1100V grade copper conductors that can be drawn in a given size of casing capping should not be more than 70% of its cross sectional area.

13.4 Casing and capping system shall be complete in all respects, including their accessories.

14.0 WORK AND WORKMANSHIP: The work shall have to be coordinated with the electrical work and other allied jobs/trades to the entire satisfaction of Electrical Engineer-in-charge of OIL.

15.0 SAFETY REQUIREMENTS: Safety provisions in conformity with CEA regulations 2023 shall generally be undertaken by the contractor to avoid any accidents during the execution of jobs. Safety measures to be taken by the Contractor:

a) While carrying out a job, contractor personnel must ensure isolation of live parts by switching off incoming power supply or by removing fuses. Testing tools like test lamps etc. must be used before start of work for ascertaining non-availability of power. Appropriate type of work permit (Cold work, Hot work, Electrical Work Permit, Excavation permit etc.) must be obtained from the Installation Manager/Concerned Engineer on daily basis before starting of any works at site.

b) When a ladder is used, one person shall be engaged at all times for holding the ladder.

c) The contractor shall submit one undertaking on safety measures to be adopted at site that he himself is aware of all electrical/safety and other hazards associated with the execution of the contract and has understood the necessary safety requirements to be adopted and that he/she shall not violate:

i) Stated safety procedures.
ii) Statutory rules and regulation.
iii) Shutdown procedure.
iv) Company (OIL) and departmental procedure / guidance while execution of the contract.

III. GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

2. The Contractor shall ensure complete safety of the personnel and all the equipment engaged by him. They shall take full responsibility for their safety.

3. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

4. Contractor must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omission at work. The contractor must cooperate with his/ her employee or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

5. 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.

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

7. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devises (FPD) shall conform to relevant IS codes. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him use the proper PPE while at work. Contractor employees should be encouraged for proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

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

9. Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/ them. The SOP should clearly mention the risk arising to men, machineries & material from the operations to be done by the contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

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

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

12. Necessary cold and hot work permits, wherever applicable, including excavation clearance and permission for working at height, Confined Space Entry are to be obtained by the competent person of the Contractor from Installation Manager before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

13. If the Company (OIL) arranges any safety awareness program/ training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

14. The Contractor or his representative shall arrange tool bod meetings and regular site safety meetings and maintain records.

15. Contractor should ensure that all his personnel deployed are of sound health and medically fit as per the requirement of the job. The Contractor shall not engage minor labor below eighteen (18) years of age under any circumstances.

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

17. The Contractor shall have to report all incidents including near miss to the representative of OIL.

18. 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.

19. 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.

20. The Contractor should prevent frequent change of his deployed employees as far as practicable. However, of OIL's Engineer In Charge found any person not suitable for the job, the Contractor has to remove the person and replace a suitable person.

21. Necessary sign-board/ warning signals like "caution", "hot work in progress", "men at work", emergency telephone numbers etc. should be used wherever applicable. The said signals/ sign-boards shall have to be arranged by the contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.

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

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

24. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas/ hazardous areas unless they have been classified as "intrinsically safe" for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.

25. 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.

26. 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.

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

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.

29. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.

IV. CONTRACTOR'S RISKS:

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

V. INDEMNITY AND INSURANCE:

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

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

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

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

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

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

VI. FOREST ROYALITY:

1. As per Notification No. PEM 130/2021/40 dated 7th October, 2021 of Govt. of Assam, for Assam Minor Mineral Concession Rules, 2013, royalties and contribution towards "Minor Minerals", "District Mineral Foundation Trust Fund" (DMFT) and "Mines and Mineral Development, Restoration and Rehabilitation Fund" (MMDRRF) to be deposited as applicable directly through the website www.assamforestonline.in.

2. The rates of Royalties as per the "Third Schedule" of Notification No PEM 130/2021/40 dated 7th October, 2021.

Sl. No.	Work	Appropriate amount of Royalty of Minor Mineral as percentage of Project Cost excluding taxes as GST, IT etc
I	RCC Building/RCC Work	2.00 %
II	Assam Type Building (Single floor)	1.00 %
III	Assam Type Building (Ground floor + 1 or more)	2.00 %
IV	RCC Bridge Work	2.00 %
V	DBM & BC Work	2.00 %
VI	Road improvement / Re-construction Work	3.00 %
VII	New Road Construction Work with Bituminous Work	6.00 %
VIII	New Road Construction Work with ICBP	3.00 %
IX	Earth Work/ Ordinary Clay	9.00 %
X	Earth Work along with Geobag Protection Work	3.50 %
XI	Earth Work along with Boulder Protection Work	5.50 %
XII	River Protection Work with Boulder	4.00 %
XIII	River Protection Work with Geobag	1.50 %
XIV	River Protection Work with Boulder and Geobag	2.00 %
XV	Head work/Brick work of lrrigation projects	4.00 %
XVI	Pradhan Mantri Awas Yojana (PMAY)	1.00 %

3. As per Notification No. PEM 130/2021/55 Dated 16th December, 2021 in addition to the royalties, a sum of 10% of the royalty as per the 3rd schedule must be deposited in each of the District Mineral Foundation Trust (DMFT) and Mines and Mineral Development Restoration and Rehabilitation Fund (MMDRRF).

4. The Contractor will be liable to ensure to have registered in the portal www.assamforestonline.in and to submit self-attested copy of the corresponding of Forest Royalty, DMFT & MMDRRF against the project. Contractor will be responsible for procurement of material in its own registration and to issue its own e-challan as applicable.

5. OIL will reimburse the amount at actuals against submission of self-attested copy of e challan/receipt/certificates generated from the portal along with running bills.

6. However, OIL will release the final bill only after ensuring that all relevant certificates issued by concerned authority against payment of Forest Royalty, DMFT & MMDRRF are submitted by the contractor to CIVIL-HOD for the job executed.

VII. The contractor shall deposit the PAN and GST registration number (if applicable, as per Statutory GST Regulations) as and when required by the Company. If the above are not available with the contractor, the contractor must apply for the same after signing of the Contract and submit the same within 45 days of signing the contract (or as and when advised by the Company, after 45 days of signing the contract). Moreover, the statutory guidelines of Goods and Service Tax (GST) shall be adhered to by the contractor.

VIII. A Hindrance Register shall be maintained in the enclosed Format to record all hindrances encountered during execution of works against the contract. The items of work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.

IX. Company reserves the right to initiate actions against the bidder / contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy available at OIL's website.

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

XI. **PBG/Security Deposit Clause:** The Contractor has furnished to Company the performance security in the form of _____ of Rs. _____ **(Not to be filled up by the bidder while submitting the offer. This is to be filled up by OIL at the time of award of the contract to the successful bidder)** (being 2.5% of the contract value) with validity upto _____. The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. If in case the original Contract is required to be amended thereby increasing the Contract cost or the contractual period or both, the Contractor must deposit the requisite additional amount of Performance Security and / or extend the validity of the Performance security accordingly. Security deposit will be released to the Contractor after successful completion of defect liability period as defined in the Contract subject to receipt of advice for release of the same from the User Department.

WORKS CONTRACT

SCHEDULE OF COMPANY'S PLANTS, MATERIALS AND EQUIPMENT

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

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

1) **MATERIALS:** Cement & Jingle wire.

2) **PLANTS AND EQUIPMENT:** Nil (All plants and equipment required for execution of the job to be arranged by the Contractor for which no extra payment will be given).

3)

NOTE:

(i) All empty cement bags must be returned to the OIL Materials Godown failing which Rs 8.00 (Rupees Eight only) per empty cement bag will be recovered from the Contractor's bill.

(ii) The Contractor is to arrange transport of the above materials to site of work and for safety thereof for which no extra payment will be made.

(iii) If the materials listed above are not available suitable substitute will be provided by the Company and Contractor shall incorporate the same in the works without extra cost.

(iv) Plants and equipment if issued to Contractor must be under proper watch so that no part is pilfered. These must be handled only by Company's operators. Contractor shall be responsible for any loss or damage to these plants and equipment while these are under his/their custody.

(v) Materials issued to Contractor must be under proper watch & ward so that no part is pilfered. If any pilferation takes place the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the materials issued.

(vi) Cement issued to Contractor by the Company is meant only for the specific Company work relating to the Contract. However, if any quantity of Cement is left over from the quantities issued for any reason whatsoever, on the completion / cancellation / termination of the Contract the same shall have to be returned to the Company in full within one week of completion/cancellation of the work failing which the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the cost of the material.

(vii) All other materials issue to the Contractor by the Company if subsequently found to be in excess of the actual requirement will have to be returned by the Contractor within two weeks of completion of the work failing which the cost of all such materials will be recovered from the Contactor at double the value of materials without any reference to him.

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

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Construction of security barrack for placement of static security at BGN#14 well plinth including toilet block, security morcha (02 nos. of permanent and 02 nos. of temporary), footpath and jingular wire fencing all around the plinth including supply of all materials except cement, jingle wire and second hand pipe post.

Sir,

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

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

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

i) _____
ii) _____
iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 2017 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

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

g) We shall abide by the HSE (Health Safety & Environment) points mentioned in the SCC.

(Seal) Yours Faithfully

Date_____ M/s_____
CONTRACTOR

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as "The Principal"
And
(Name of the bidder).....hereinafter referred to as "The Bidder"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **"Construction of security barrack for placement of static security at BGN#14 well plinth including toilet block, security morcha (02 nos. of permanent and 02 nos. of temporary), footpath and jingular wire fencing all around the plinth including supply of all materials except cement, jingle wire and second hand pipe post."** 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

(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. If 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. If 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.

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

Annexure-I

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

To
CGM-CONTRACTS (HOD)
OIL INDIA LIMITED
DULIAJAN

Dear Sirs,

Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN RESPECT OF TENDER NO. CDC7073L25

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

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

- That our Firm/Company shall be responsible to comply with all the applicable labour laws in respect of the present Contract.

- That we are fully conversant with the applicable laws and confirm that our Firm/Company is not covered under the Employees Provident Funds and Misc. Provisions Act, 1952 and applicable Rules there under, and therefore I we have not obtained any registration or Provident Fund Code under the Act.

- That if, during the period of the present Contract, we/our Firm /Company comes within the coverage of the aforesaid Acts or any other statutes; we shall comply with the same and submit the necessary documents to OIL. We further confirm that we will indemnify OIL towards any future statutory compliances/claims raised from any corner including statutory authorities against the Labour engaged by our Firm/Company in the Contract.

- That in the event of any contravention towards the applicable laws found on our part in respect of the present Contract, we undertake to indemnify OIL and deposit the claims, if any.

- That we shall fulfill all the obligations arising from under the labour laws in force from time to time and keep OIL indemnified against any loss/liability arising out of failure of our avoiding the laws.

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

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

Yours faithfully,

1. Authorized Signatory _____
(BIDDER)

Place:-
Date:-

****

ANNEXURE II - FORMAT FOR HINDRANCE REGISTER

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

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

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

Annexure- III

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. CDC7073L25

To,
CGM-CONTRACTS (HOD)
Contracts Dept.
OIL, Duliajan

Sir,

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

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

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

Yours faithfully,

For (Name of the firm _____)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Annexure-IV

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 LOI)

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

WHEREAS _____ (Name and address of the 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 is has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

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

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

This guarantee is valid until the _____day of _____

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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) Addres_____

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 Contract Number) by the BG issuing bank branch to ICICI BANK, Duliajan Branch; IFSC Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Ltd., 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.

Annexure-V

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

The Oil India Limited
Contracts Department
Duliajan – 786602
Assam

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 the 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/contract and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No.: _____

Enclosure: Original bank guarantee

Annexure-VI

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. **CDC7073L25**

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)

Annexure-VII

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. **CDC7073L25**

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)

Annexure-VIII

Declaration by the vendor/party for confirmation of Term deposit/Fixed Deposit from the issuing bank

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

Sub: **Contract No. .....**

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"	:	

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bank:

Tender No. CDC7073L25 **Proforma**

UNDERTAKING BY BIDDER IN RESPECT OF QUOTED PRICE AGAINST TENDER NO. CDC7073L25

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

a) That I/we have gone through all the tender documents (i) Covering Letter (ii) BEC/BRC (iii) GCC (iv) SOQ (v) SCC (vi) SCPME (vii) SM (viii) IP and agree with all the terms and conditions provided there in.

b) That I/we hereby offer to execute the work described above at the price quoted in the "Total Bid Value" (under RFx Information > Basic Data > Total Bid Value) inclusive of all liabilities including statutory liabilities except PF & GST in accordance with the Contract Terms & Conditions, which I/ we have fully understood.

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