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 C-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
CDC1248L26	Construction of lift shaft at Central Fire Station, Duliajan including supply of all materials. Total Estimated Cost Rs.34,59,055.98(Execution cost Rs.33,45,316.25 and Forest Royalty & BoCW component of Rs.1,13,739.73)	**C**	**NIL**

Bid Closing / Opening Date & Time for the above work : 05.03.2026 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 C-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.

Civil Engineer-Contracts
For CE-CIVIL (Contracts) (SH)
For CGM-Contracts (HOD)
For RESIDENT CHIEF EXECUTIVE

Date: 17.02.2026

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 'C' 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 lift shaft at Central Fire Station, Duliajan including supply of all materials.**
Total Estimated Cost Rs.34,59,055.98(Execution cost Rs.33,45,316.25 and Forest Royalty & BoCW component of Rs.1,13,739.73)

TENDER VALUE: **₹ 34,59,055.98**

LOCATION OF WORK: **Central fire station, Duliajan..**

PERIOD OF WORK COMPLETION: **44 Weeks**

BID CLOSING/ OPENING DATE & TIME: **05.03.2026 (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 **23.02.2026.** Company will not be liable to respond to any such clarifications/queries for delay beyond **23.02.2026.**

2.0 This tender document is issued to **OIL Registered 'C' 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 **'C'** Class are not eligible to participate in this tender.

OIL Registered **'C'** 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 / Insurance Surety Bond/ 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	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab & Sind Bank
8	City Union Bank	25	Punjab National Bank

9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes bank
17	IDFC First 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	gyan_saha@oilindia.in
E	Mobile No	9414030279
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. In case the Performance Security is submitted in the form of Insurance Surety Bond (as per **Annexure-IX**) then the following instructions are to be followed:

i) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

ii) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

iii) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/ Insurer issuing the Insurance Surety Bond.

iv) The expiry date and values should be arrived at in accordance with instructions provided in the "Introduction" of the Tender.

v) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

vi) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

vii) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

viii) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

g. 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 latest 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 thirty days 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 shall submit a declaration as per **Annexure-VI** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law or no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

20.0 Bidders shall submit a declaration as per **Annexure-VII** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/ banning list by OIL debarring them from carrying on business dealings with OIL. Bidders shall also submit a declaration as per **Annexure-X** that GST registration of bidder is not negative/blacklisted.

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

22.0 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.

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

24.0 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 latest OIL's banning policy available at OIL's website.

25.0 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 latest OIL's banning policy available at OIL's website.

26.0 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 latest OIL's Banning Policy available at OIL's website.

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

28.0 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.

29.0 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):

30.0 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) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC)
h) 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.

31.0 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

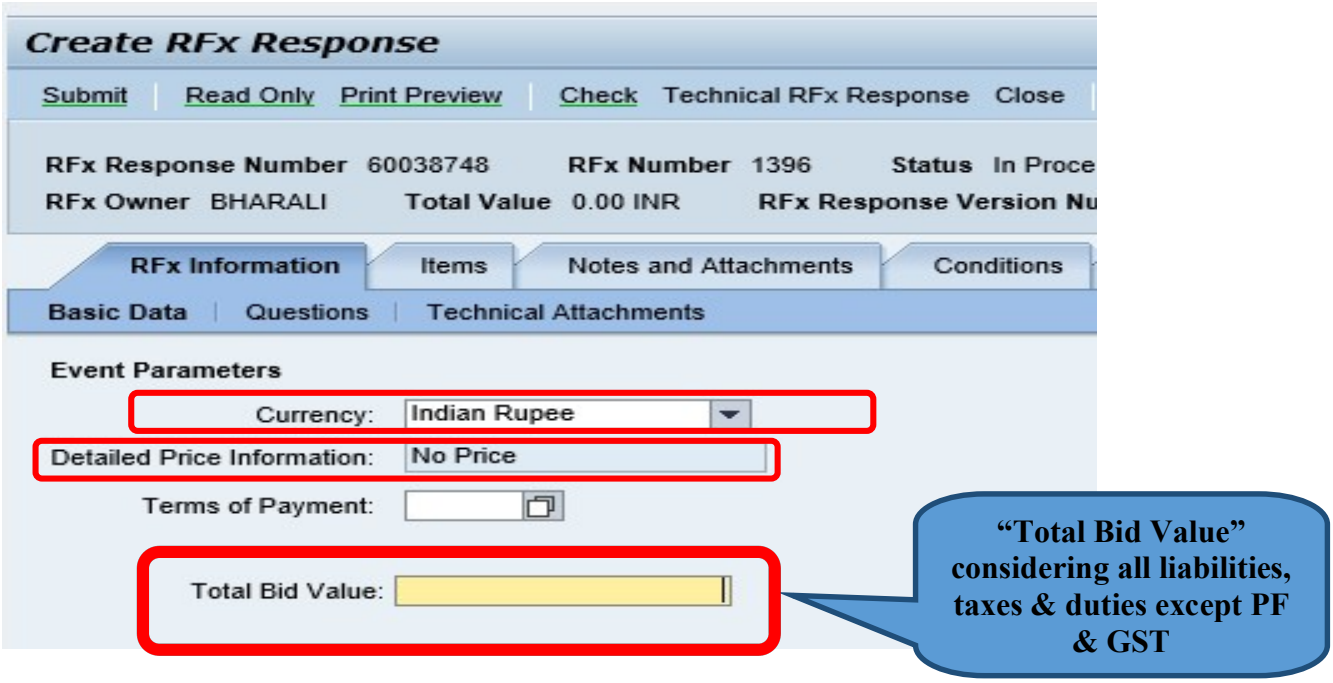
needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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.

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"



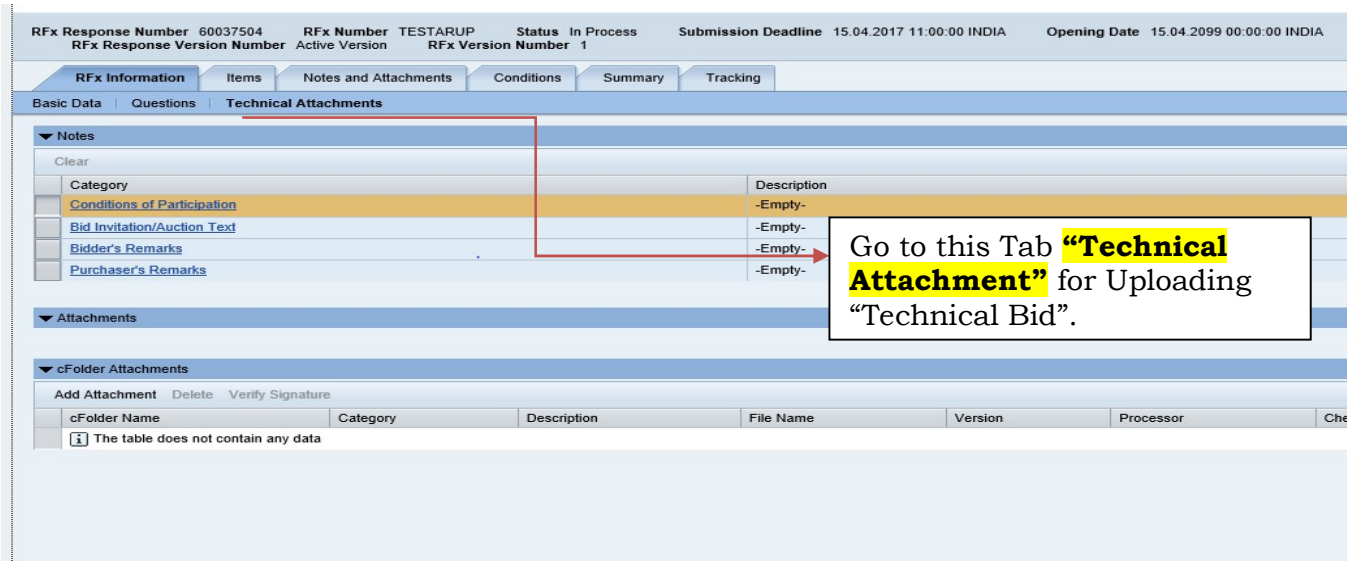
Note: Total Bid Value" is mandatory in "No Price" RFx only

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

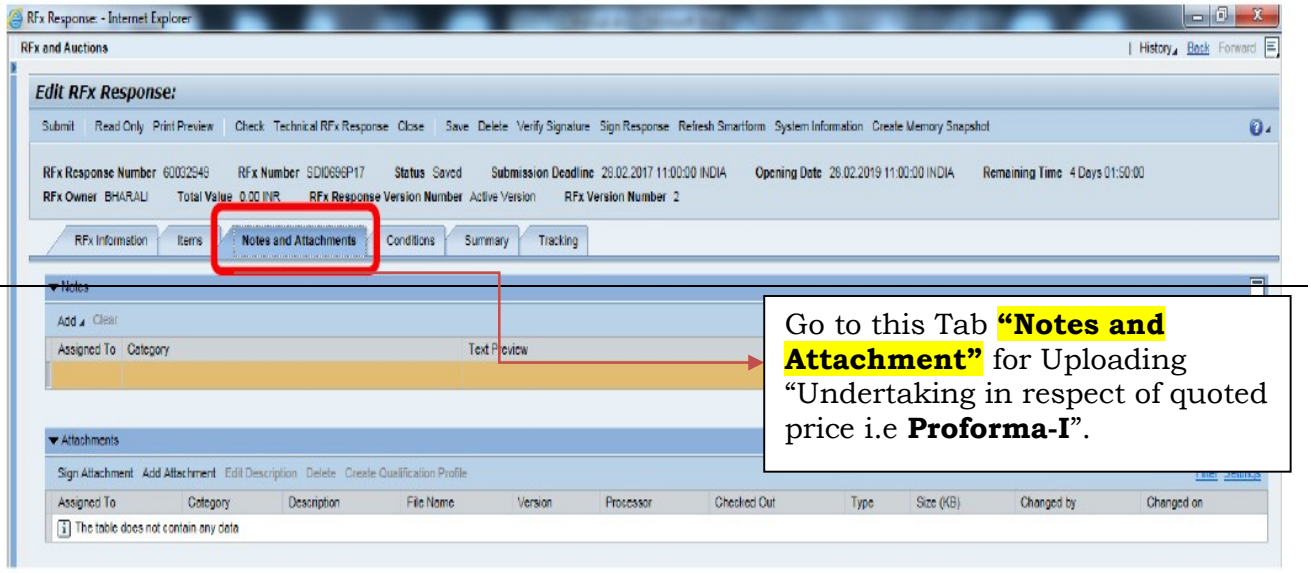
Note:
* The "Technical Bid" shall contain all techno-commercial details **except the prices**.

** 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.

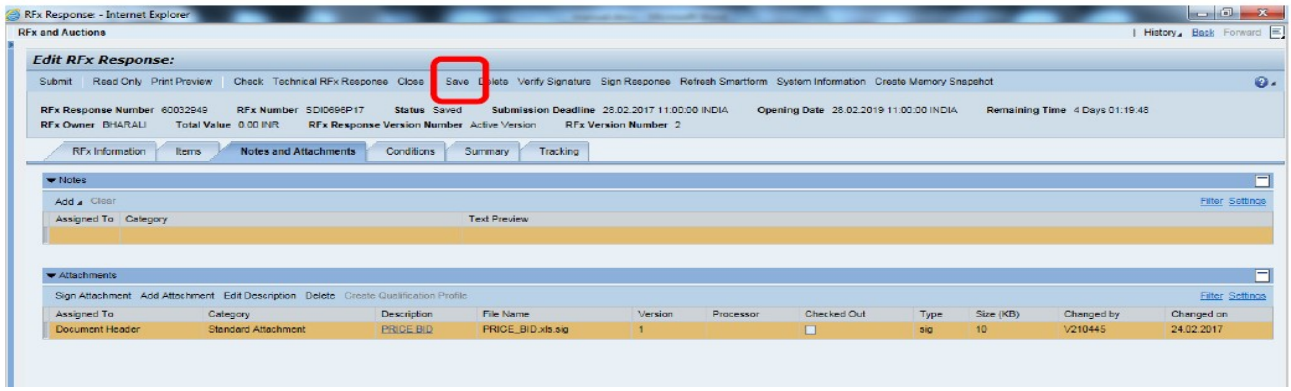
B. Uploading of **TECHNICAL BID:** Technical files to be added under RFX Information >"Technical Attachments"



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

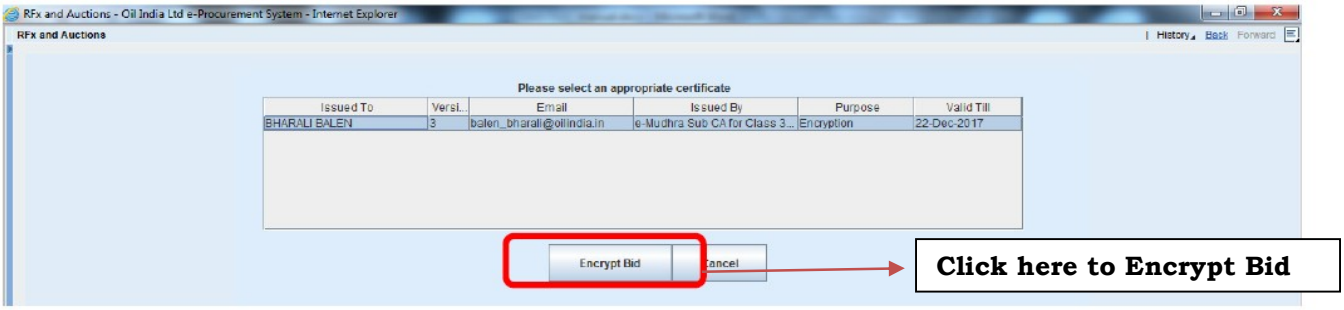


D. After Uploading of **Proforma-I** Click '**Save**'



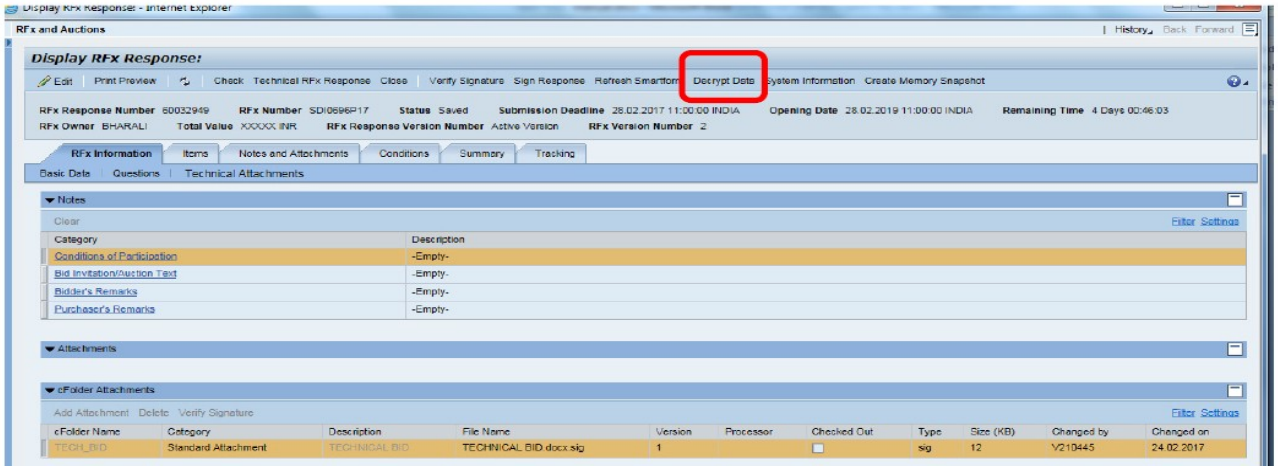
Once Saved ,the Data will be Encrypted & the Encryption Certificate will be in use.

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

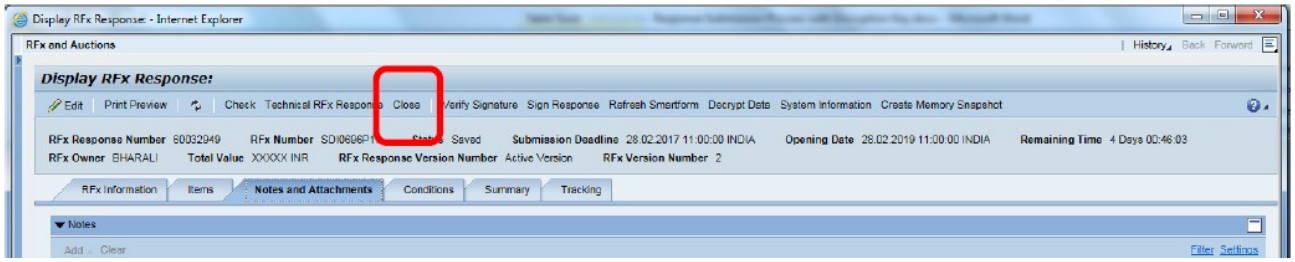


The Encrypted Data will be displayed only when click 'Decrypt data'

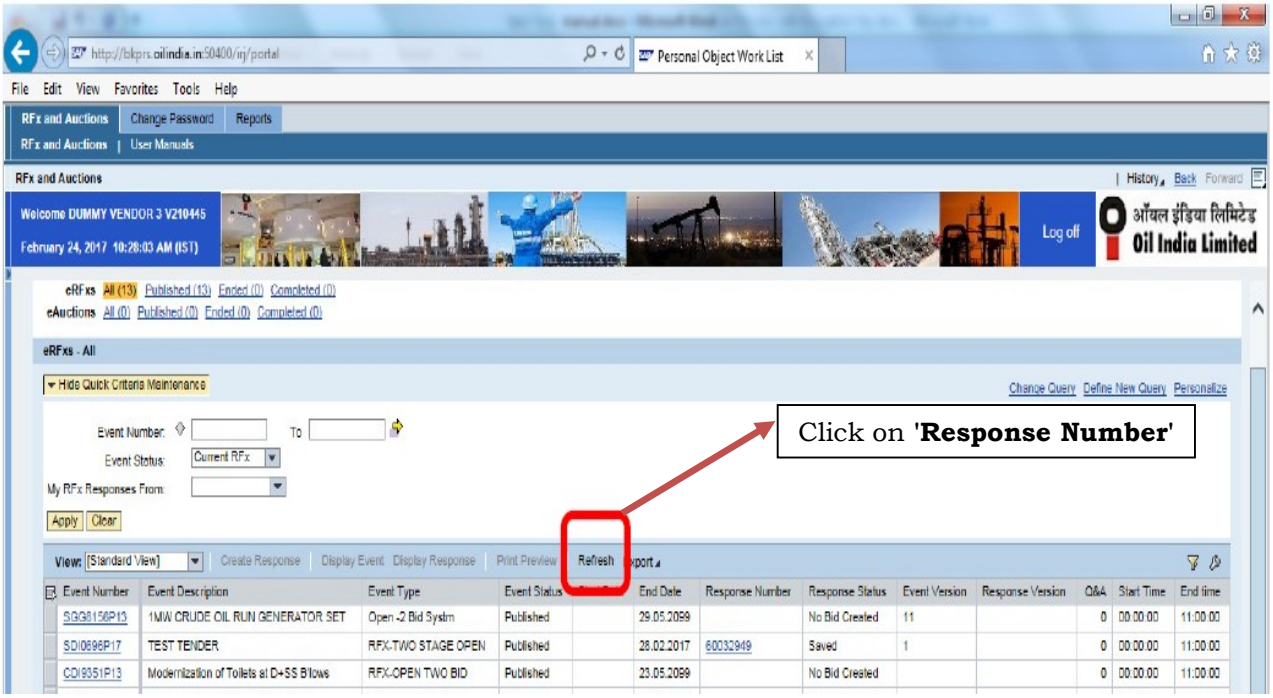
F. The Encrypted Data will be displayed only when click '**Decrypt data**'



G. Click on '**Close**'

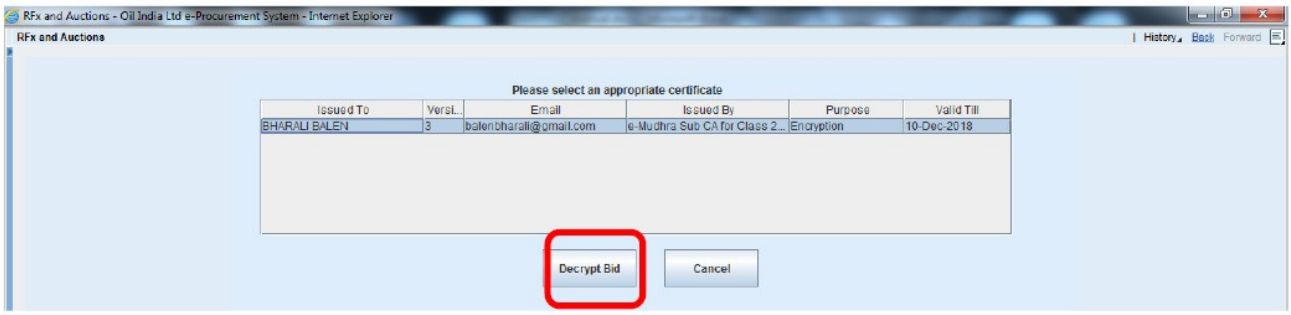


H. Click on '**Refresh**'. Then Click on '**Response No.**'

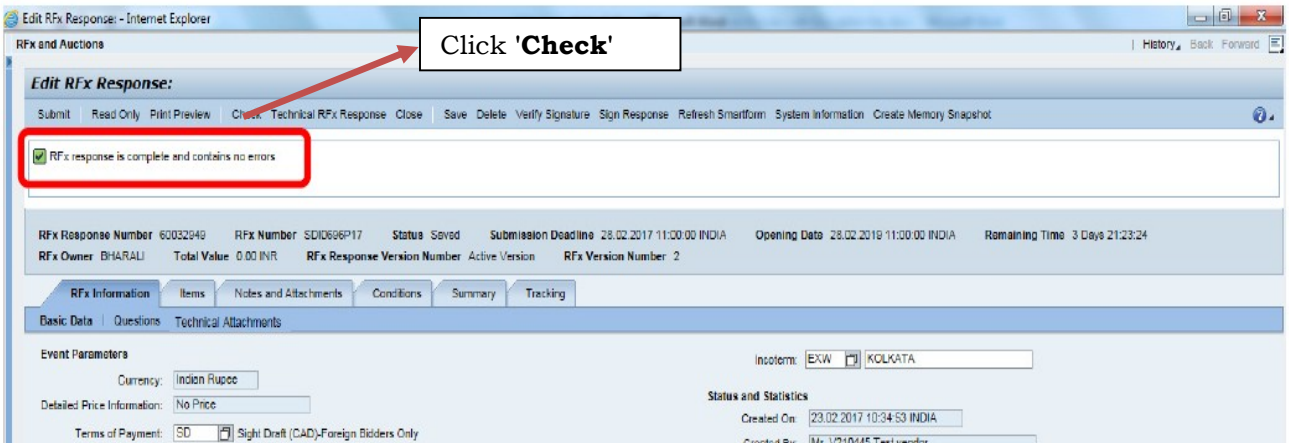


Now Uploading part is complete. Bidders are requested to go to the Initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

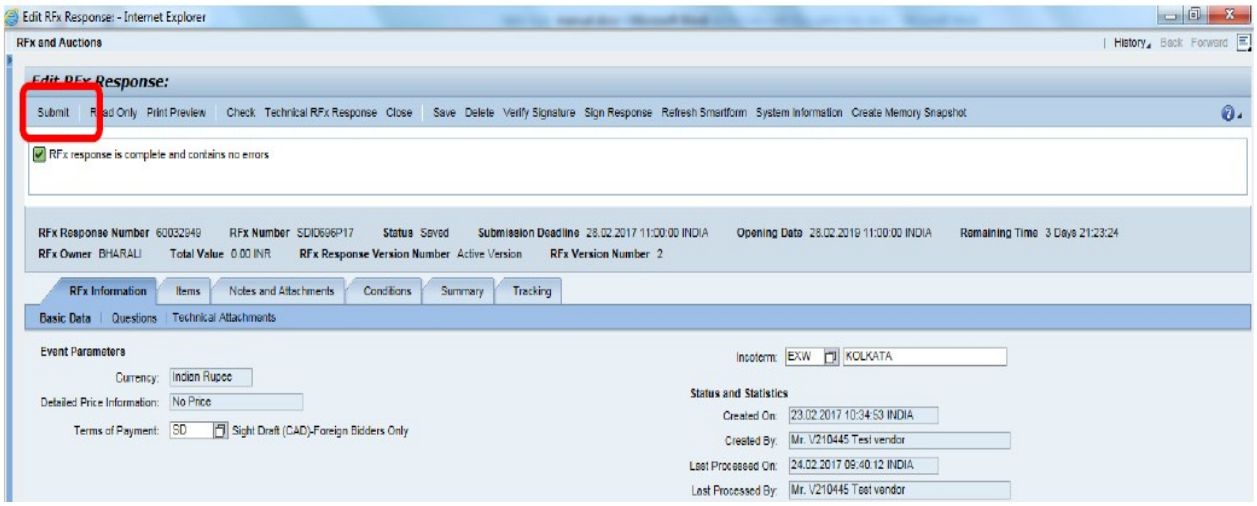
I. On 'Edit' mode Click to select the same Encryption certificate used for De-cryption else data will not Decrypt.



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

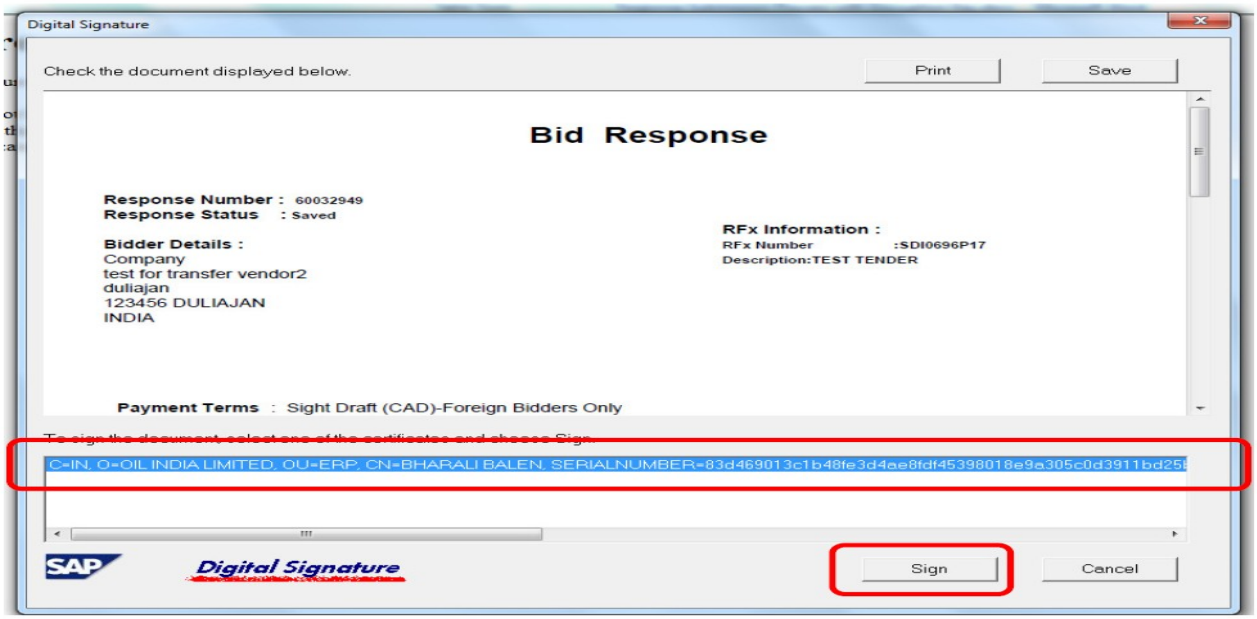


K. Click on '**Submit**' button

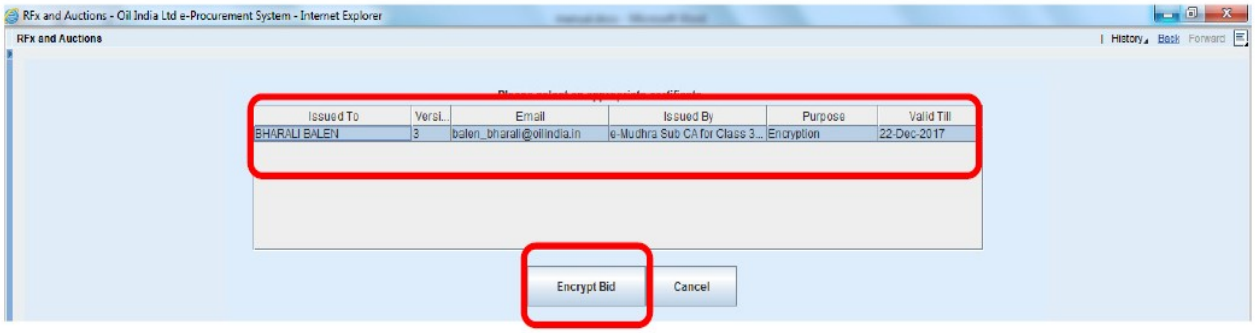


Before submit, Please do check all the documents uploaded and on-line data maintained are correct.

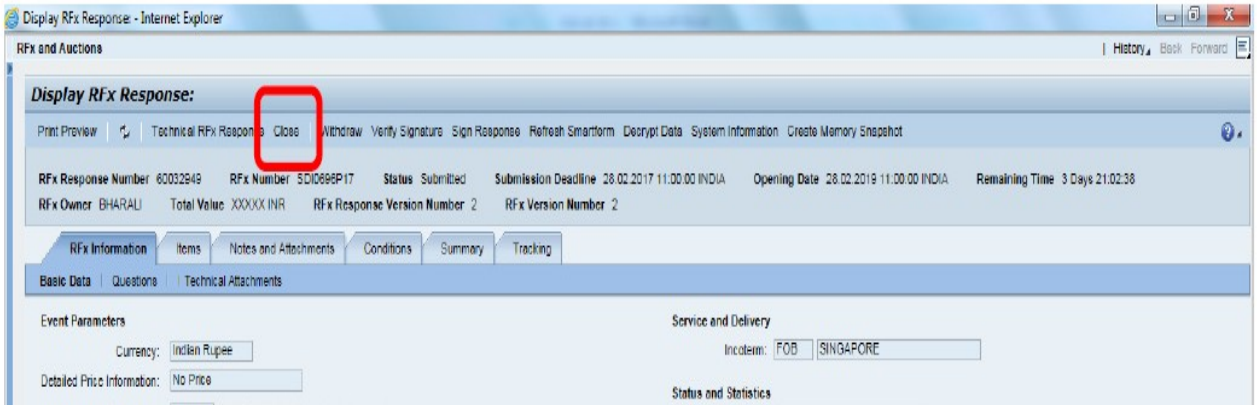
L. After Clicking '**Submit**' below pop up will open. Select Digital Signature & **Sign**.



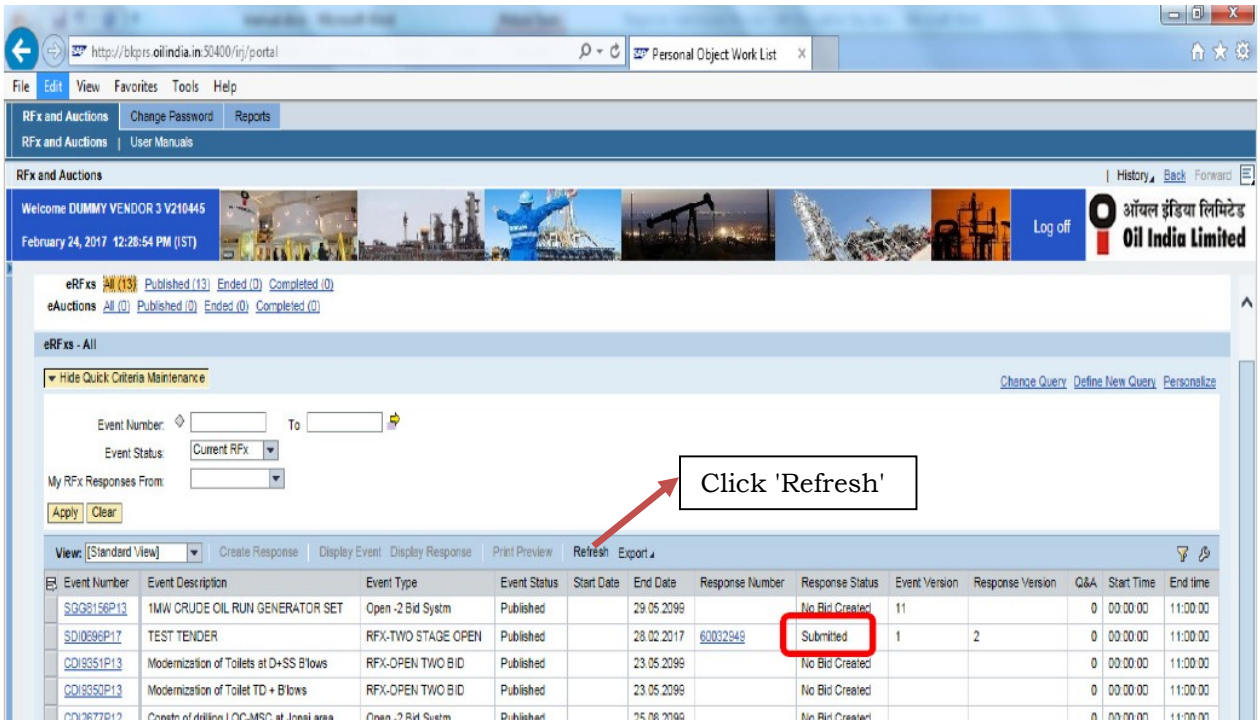
M. After Signing the response has to be encrypted again. Select the encryption certificate and **Encrypt Bid**.



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.

CE-CIVIL (CONTRACTS) (SH)
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 'C' 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 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.

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. 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.

6.0 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.

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

(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 latest 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.

viii. The Bidders shall submit an undertaking/declaration as per **Annexure-VII** confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

WORKS CONTRACT

DESCRIPTION OF WORK/SERVICES: Construction of lift shaft at Central Fire Station, Duliajan including supply of all materials. Total Estimated Cost Rs.34,59,055.98(Execution cost Rs.33,45,316.25 and Forest Royalty & BoCW component of Rs.1,13,739.73)

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:

1.0 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.

2.0 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.

3.0 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.

4.0 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.

5.0 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.

6.0 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.

7.0 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.

8.0 The Contractor must complete the work within **44 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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.

14.0 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.

15.0 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.

16.0 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.

17.0 The Contractor shall deploy local persons in all works.

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

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

20.0 <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 24.75 %.

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.

21.0 SPECIAL INSTRUCTION:

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

22.0 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.

23.0 <u>INSURANCE:</u>

23.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

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

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

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

23.5 Waiver of subrogation:
All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

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

23.6 Loss Payee Clause:

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

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

23.7 Additional Assured:

"OIL India Limited" is to is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

23.8 Certificate of Insurance:

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

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies
e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
f) Waiver of subrogation endorsement has been attached to all policies and the indemnity is afforded to all policies.

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

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

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

23.11 On account payment to OIL in case of claim

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

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

(i) **Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.

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

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

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

(v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

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

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

(vii) Any other insurance policy set forth in the SCC

24.0 SETTLEMENT OF DISPUTES:

24.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

24.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 23.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

24.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):

a) 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 through Conciliation/Mediation, the same shall be referred to Arbitration.

b) A party wishing to commence arbitration proceeding shall invoke an 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.

c) The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

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. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

d) The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

e) 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.

f) 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.

g) 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. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

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

i) 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.

j) 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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

k) 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.

l) The seat and venue of the arbitration proceeding shall be New Delhi.

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

a) If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

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.

24.5 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.

24.6 Exclusions

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

a) 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.

b) 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.

c) 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.

25.0 FORCE MAJEURE:

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

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

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

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

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

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

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

26.0 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.

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

28.0 SET OFF CLAUSE:

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

29.0 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.

30.0 ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per latest 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.

31.0 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 latest 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).

32.0 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					
10	Dismantling steel work manually/ by mechanical means in built upsections withoutdismembering and stacking within 50 metres lead as per direction ofEngineer-in-charge.	KG	512.00	2.38	1218.56
20	Demolishing brick work manually/ by mechanical means including stackingof serviceablematerial and disposal of unserviceable material within 50 metres lead asper direction ofEngineer-in-charge In cement mortar	M3	72.50	1238.12	89763.70
30	Demolishing R.C.C. work manually/ by mechanical means including stackingof steel barsand disposal of unserviceable material within 50 metres lead as perdirection of Engineer - in charge.	M3	23.50	2136.13	50199.06
40	Demolishing cement concrete manually/ by mechanical means includingdisposal of materialwithin 50 metres lead as per direction of Engineer - in - charge. Nominalconcrete 1:3:6 or richer mix (i/c equivalent design mix)	M3	14.50	1464.23	21231.34
50	Earth work in excavation by mechanical means (Hydraulicexcavator)/manual means overareas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm onplan) including gettingout and disposal of excavated earth lead upto 50 m and for all lift, asdirected by Engineer-in#charge. All kinds of soil.	M3	62.05	142.72	8855.78
60	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 to50 and for all lift.	M3	43.44	118.61	5152.42
70	Supplying and filling in plinth with sand under floors, includingwatering, ramming,consolidating and dressing complete	M3	22.73	1224.52	27833.34
80	Surface dressing of the ground including removing vegetation andin-equalities not exceeding 15 cm deep and disposal of	M2	60.00	20.49	1229.40

SL NO	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	rubbish, lead upto 50 m and lift up to 1.5 m.All kinds of soil				
90	Supplying chemical emulsion in sealed containers including delivery asspecified. Chlorpyriphos/ Lindane emulsifiable concentrate of 20%.	L	16.56	191.65	3173.72
100	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion):Along external wall where the apron is not provided using chemical emulsion @ 7.5 litres / sqm of the vertical surface of the substructure to a depth of 300 mm including excavation channelalong the wall & rodding etc. complete With Chlorpyriphos/ Lindane E.C. 20% with 1% concentration.	M	7.83	24.30	190.27
110	Treatment of soil under existing floors using chemical emulsion @ one litre per hole, 300 mm apart including drilling 12 mmdiameter holes and plugging with cement mortar 1 :2 (1 cement : 2 Coarse sand) to match the existing floor ,WithChlorpyriphos/Lindane E.C. 20% with 1% concentration	M2	28.00	190.93	5346.04
120	Laying Brick Flat Soling (75mm thick) including grading the base andspreading 25mm thick sand bed at bottom and grouting soling with cementmortar (prop. 1:3) and carrying all materials from a distance of upto30.00m.	M2	33.60	818.73	27509.33
130	:Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) over 75mmbed of dry brick ballast 40mm nominal size well rammed and consolidatedand grouted with fine sand including finishing the top smooth.	M2	6.45	733.51	4731.14
140	Providing and laying in position cement concrete of specified gradeexcluding the cost of centering and shuttering - All work up to plinthlevel:PCC UPTO PLINTH 1:3:6, 20MM AGGT.	M3	2.80	6087.76	17045.73
150	Brick work with common burnt clay F.P.S. (non modular) bricks of classdesignation 7.5 in superstructure above plinth level up to floor V levelin all shapes and sizes in: Cement mortar 1:4 (1cement : 4 coarse sand)	M3	7.27	12213.85	88806.90
160	Providing and laying in position cement	M3	0.71	6531.60	4637.44

SL NO	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	concrete of specified gradeexcluding the cost of centering and shuttering - All work up to plinthlevel : 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stoneaggregate 20 mm nominal size).				
170	Providing and laying damp-proof course 40mm thick with cement concrete1:2:4 (1 cement : 2 coarse sand (zone-III): 4 graded stone aggregate12.5mm nominal size).	M2	7.70	326.45	2513.67
180	Providing and laying in position ready mixed or site batched design mixcement concrete for reinforced cement concrete work; using coarseaggregate and fine aggregate derived from natural sources, PortlandPozzolana / Ordinary Portland /Portland Slag cement, admixtures inrecommended proportions as per IS: 9103 to accelerate / retard settingof concrete, to improve durability and workability without impairingstrength; including pumping of concrete to site of laying, curing,carriage for all leads; but excluding the cost of centering, shuttering,finishing and reinforcement as per direction of the engineer-in-charge;for the following gradesof concrete.Note: Extra cement up to 10% of the minimum specified cement content indesign mix shall be payable separately. In case the cement content indesign mix is more than 110% of the specified minimum cement content,the contractor shall have discretion to either re-design the mix or bearthe cost of extra cementAll works upto plinth levelConcrete of M25 grade with minimum cement content of 330 kg /cum"	M3	13.43	7663.84	102925.37
190	Providing and laying in position ready mixed or site batched design mixcement concrete for reinforced cement concrete work; using coarseaggregate and fine aggregate derived from natural sources, PortlandPozzolana / Ordinary Portland /Portland Slag cement, admixtures inrecommended proportions as per IS: 9103 to accelerate / retard settingof concrete, to improve durability and workability without impairingstrength; including pumping of concrete to site of laying, curing,carriage for all leads; but excluding the cost of centering, shuttering,finishing and reinforcement as per direction of the engineer-in-charge;for	M3	51.35	7954.21	408448.68

SL NO	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	the following gradesof concrete.Note: Extra cement up to 10% of the minimum specified cement content indesign mix shall be payable separately. In case the cement content indesign mix is more than 110% of the specified minimum cement content,the contractor shall have discretion to either re-design the mix or bearthe cost of extra cementAll works upto plinth levelConcrete of M25 grade with minimum cement content of 330 kg /cum				
200	Steel reinforcement for R.C.C. work including straightening, cutting,bending, placing in position and binding all complete upto plinth level,Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	8307.94	84.19	699445.47
210	Centering and shuttering including strutting, propping etc. and removalof form work for : Foundations, footings, bases for columns.	M2	9.90	253.68	2511.43
220	"Centering and shuttering including strutting, propping etc. and removal of form for all heights : Columns, Pillars, Piers, Abutments, Posts and Struts.	M2	521.75	648.82	338521.84
230	12 mm cement plaster of mix : 1:4 (1 cement: 4 fine sand). 1:4 (1 cement: 4 fine sand).	M2	562.16	233.23	131112.58
240	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete	M2	547.69	179.38	98244.63
250	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. Two coats	M2	547.69	92.83	50842.06
260	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required	M2	361.95	229.33	83005.99

SL NO	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding. Note: - This item to be used for maintenance work judicially, necessary deduction for scaffolding in the existing item to be done.				
270	Designing, fabricating, testing, installing and fixing in position Curtain Wall with Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions of the building , for all heights and all levels etc. including: (a) Structural analysis & design and preparation of shop drawings for pressure equalisation or rain screen principle as required, proper drainage of water to make it watertight including checking of all the structural and functional design.	M2	114.44	4094.49	468573.44
280	"Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc)	KG	272.75	601.06	163939.12
290	Steel work welded in built up sections/ framed work, including cutting,hoisting, fixing in position andapplying a priming coat of approvedsteel primer using structural steel etc. as required.In gratings, frames, guard bar, ladder, railings,	KG	824.08	139.08	114613.05

SL NO	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	brackets, gates and similar works				
300	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc.complete as per 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 4.0 mm thickness (weight not less than 10kg/sqm).	M2	23.39	937.78	21934.67
310	Providing and fixing 18 mm thick gang saw cut, mirror polished,premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size,approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement,mixed with matching pigment, epoxy touch ups, including rubbing, curing,moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite of any colour and shade Area of slab over 0.50sqm	M2	42.22	3954.34	166952.23
320	Disposal of building rubbish	M3	100.00	215.52	21552.00
330	Providing and Fixing PVC Slat Type Wall Paneling Louvers as shown in Drawing - The walls where Doors, two pane windows, desk and TV are present	M2	14.94	4536.67	67777.85
SECTION B					
340	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 Upto 5KM	TON	200.00	164.34	32868.00
350	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 for Carriage of material on every additional KM: Beyond 5KM and Upto 10KM	TPM	1000.00	12.61	12610.00
	Total Execution Cost				**₹ 33,45,316.25**
SECTION C					
360	Forest Royalty of 2% as applicable on the total execution cost. Additional 10% cess on	EA	1.00	80286.87	80286.87

SL NO	DESCRIPTION OF SERVICE	UOM	QUANTITY	UNIT PRICE	TOTAL
	forest royalties for MMDRRF. Additional 10% cess on forest royalties for DMFT				
370	BOCW cess ACT 1996 @ 1% of the Cont.cost	EA	1.00	33452.86	33452.86
Total Estimated Cost					**₹ 34,59,055.98**

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.

The Clauses of SCC shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

WORKS CONTRACT

SPECIAL CONDITIONS OF CONTRACT

DESCRIPTION OF WORK/SERVICES: Construction of lift shaft at Central Fire Station, Duliajan including supply of all materials.Total Estimated Cost Rs.34,59,055.98(Execution cost Rs.33,45,316.25 and Forest Royalty & BoCW component of Rs.1,13,739.73)

1. INTRODUCTION:

Brief specifications are given here under for general guidance purpose of the tenderers. The job scope includes Construction of lift shaft at Central Fire Station, Duliajan including supply of all materials as per detailed drawings and layout drawings and all other activities as spelt out in the detailed drawings and specifications. It shall clearly be noted that the bidders are required to give their rates taking into consideration all aspects as per site requirements and specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials, labour and Transport etc. including other taxes & levies(except PF & GST). Forest Royalty and BoCW to be quoted on overall cost of civil works @2.4% and @1% respectively. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and any other works necessary to complete the job though especially not covered in the scope of work.

2. SCOPE OF CIVIL WORK

a) Construction of lift shaft at Central Fire Station, Duliajan including supply of all materials.
b) Reference OIL drawing no.: OIL/12266, OIL/12267, OIL/12269, OIL/12270, OIL/12268, and other relevant drawing as directed by Engineer-in-charge.

3. GENERAL:

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 during delay analysis of the work after its completion and the same will be considered ring calculation of LD as per Contract. Moreover, the duration of the work allotted to the contractor is 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. 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.

4. SITE CLEARANCE, EXCAVATION AND DISPOSAL:

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 upto a distance of 50 metres outside the periphery of the area under clearance.

All excavations shall be done to the minimum dimensions as required for safety and working facility. Prior approval of the Engineer shall be obtained by the Contractor, in each individual case, for the method he proposes to adopt for the excavations including dimension, side slopes, shoring, dewatering, disposal, etc. This approval, however, shall not in any way make the Engineer responsible for any consequent loss or damage. The excavation must be carried out in the most expeditious and efficient manner.

The excavated spoils will be disposed off in any or all the following manners :

a) By using it for backfilling straightway.
b) By stacking it temporarily for use in backfilling at a later date during execution of the Contract.
c) i) By either spreading, Or
ii) Spreading and compacting at designated disposal areas.

5. **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 from the ground and 600 mm away from the wall all round in order to protect from rain and moisture. All materials shall be stored at site in accordance with IS-4082-1996.

6. **CEMENT CONCRETE/REINFRCED CEMENT CONCRETE WORK**:

a) **Nominal Mix**:
All C.C. work shall be done in 1:3:6 & 1:2:4 proportions wherever applicable with 20 mm graded down broken stone. Broken stone shall be properly screened before use.

b) **Design mix**:
All reinforced cement concrete work to be done as detailed in the drawings unless otherwise specified with 20mm downgraded broken stone as per related drawings and instructions of site Engineer to be followed in case of any discrepancies. Design mix to be done for all grades of concrete from M-25 grade and above and shall be approved from the concerned Engineer-in-Charge. For mix design concrete work, the mix to be established by the contractor at his own expenses from the approved laboratory.

The contractor shall submit proposal of mix designs, one month in advance to commencement of concreting work and charges for design mix shall be borne by the contractor.

The Design Mix Concrete shall be carried out on the principles given in IS: 456, 10262 & SP 23.
The Contractor shall engage one of the following approved laboratories / test houses for designing the concrete mix in accordance with relevant IS Code and to conduct laboratory tests to ensure the target strength & workability criteria for a given grade of concrete: -

i. IIT, Guwahati.
ii. State Govt. Engineering Colleges preferably located in and around the working area.
iii. Any other laboratory with prior approval of the Engineer in Charge.

The various ingredients for mix design / laboratory tests shall be sent to the lab / test houses through the Engineer-in-Charge.

The contractor shall submit the report on design mix from any of above approved laboratories for approval of Engineer-in-Charge within 45 days from the date of issue of letter of acceptance of the tender. No concreting shall be done until the design mix is approved. In case of white Portland cement and the likely use of admixtures in concrete with ordinary Portland/white Portland cement, the contractor shall design and test the concrete mix by using trial mixes with white cement and / or admixtures also, for which nothing extra shall be payable.

In case of change of source or characteristic properties of the ingredients used in the concrete mix during the work, a revised laboratory mix design report conducted at laboratory established at site shall be submitted by the contractor as per the direction of the Engineer-in-Charge.

c) 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.

d) 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.

e) 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. Reinforcement used shall conform to the approved drawings of the work.
(i) Mild steel and medium tensile steel bars and hard drawn steel wire - IS: 432 as specified in the drawing
(ii) HYSD bars - IS: 1786 as specified in the drawing.
(iii) TOR/TMT bars as specified in the drawings

f) Cement: -OPC grade 43 / PPC shall be used for design mix concrete. However, if higher grade of cement is used by the contractor nothing extra shall be paid on this account.

g) Admixtures/ Plasticizers: -The admixture shall confirm to IS: 9103, wherein required, the admixture of approved quality and approved make only shall be used to attain the required workability. Nothing extra shall be paid for use of admixtures.

h) 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 and 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: 2sand) 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.

i) 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 metre. 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 bulkage shall be made.

j) 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.

k) 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. For design mix quantity of water to be as fixed as per the trial 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.

l) 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.

m) 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 upto 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.

n) 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.

7. FORM WORK:

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 or other approved materials as per directions of the Engineer. 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 of all dust, wood shavings, dirt and other matter by washing with water. This process is facilitated by providing draining holes in the shuttering. The surface shall then be coated with soap solution applied before concreting is done. Soap solution for the purpose shall be prepared by dissolving yellow soap in water to get consistency of paint. Alternatively a coat of raw linseed oil/refined pale paraffin mineral oil or form oil of approved manufacture may be applied. In case steel shuttering is used, 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 and where ordinary Portland cement is used form may generally be removed after the expiry of the following periods.

a) Walls, columns and vertical face of all structural members as may be decided by the Site Engineer: 24 to 48 hours.

b) Slabs side (props left under): 3 days

c)Beam soffits (props. left under):14 days

d)Removal of props under slabs

i)Spanning up to 4.5 m: 14 days
ii)Spanning over 4.5 m: 21 days

e) Removal of props under beams:

i) Spanning up to 6 m: 21 days

ii) Spanning above 6 m: 28 days

In no circumstances shall forms be struck until the concrete reaches a 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. Form work for long span deep beams to be supported by MS props or Bhaluka Bamboo props as required based on the design for the formwork to take care the massive load of the green concrete.

8. BRICKWORK:

a) All bricks shall be of 7.5 class designation quality locally available as approved by the Site Engineer.
b) Bricks shall be of size as specified in the item of work or of nominal size where no particular size is mentioned.
c) 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 size, 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.

d) If required by the Site Engineer, 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.

9. CEMENT MORTAR:

i. 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.

ii. Method of mixing: The cement and sand will be mixed dry in the specified proportions, by turning over atleast 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.

iii. Size of mixing platform and precaution against list : 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.

iv. 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.

10. WOOD WORK:

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, moldings 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.
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.
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.
Hold fasts - Hold fasts used for fixing doors and window frame shall be made of 40 x 3mm flat iron long. It shall have a hole on one end for fixing to frame with 10mm dia bolt, 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.

11. **DOORS**:

i. The flush door shutters (solid core type) decorative and non-decorative type shall conform to IS: 202 (Part I). The door should be fixed using 4 nos. of hinges 125mm long ensuring that the hinges are not fixed less than 150mm from the edges with 8 nos. parallel sunk fully threaded screws 38mm long, should be used for fixing the hinges to the flush door after drilling a pilot hole 2.50mm dia 40mm long. Screws should not be hammered. Lock, tower bolts etc. necessary, if any to be paid separately.

ii. Door frame (Chowkhat) of doors, 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 (40mm x 3mm x 250mm) 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.

12. PLASTER WORK

i. 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.

ii. Proportion: The cement plaster shall be in specified proportion of cement and sand.

iii. 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. In all exterior plaster works waterproofing compound to be added to the mortar as per the specification of the manufacturer, if not indicated in the item rate quoted should be inclusive of the same.

iv. 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.

v. 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.

vi. 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.

13. WASHABLE DISTEMPER/OIL BOUND DISTEMPER/ EMULSION PAINTING

Preparation of surfaces: The surface shall be thoroughly brushed free from dust, dirt, grease, mortar droppings and other foreign matter and sand papered smooth. Thereafter a smooth surface shall be prepared by applying putty, made of plaster of paris mixed with water on the entire surface including filling up the undulation and then sand papering the same after it is dry.

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.

Application of distemper/plastic paint coat: For undecorated surfaces, after the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth for receiving the distemper/plastic paint taking care not to rub out the priming coat. All loose particles shall be dusted off after rubbing. Minimum two coats of distemper/plastic paint shall be applied with brushes in horizontal strokes followed immediately by vertical, which together shall constitute one coat. The subsequent coats shall be applied after a time interval of at least 24 hours between consecutive coats to permit of the proper drying of the preceding coat. For decorated surfaces, the

distemper/plastic paint shall be applied in two coats or more over the prepared surface in the same manner as for undecorated surfaces.

Purchase of paint, varnish or oil: Only the best brands obtainable will be used and should the contract permit the contractor to supply any paint, oil or varnish he shall purchase only such brands as the Site Engineer shall approve of in writing. All purchases must be made direct from the manufacturers or through an agent approved of in writing by the Site Engineer. Should the Site Engineer so direct copies of all indents and receipts for purchase must be submitted for inspection. Paint, etc. to be purchased in sealed containers. All paints, oil or varnishes supplied by the contractor must be produced for the inspection of the Site Engineer of the work in the manufacturers sealed and unopened containers. All containers from which the contents have been removed and are not required on the work must be destroyed and no extra payment will be granted for such destruction. Only ready mixed or varnished of the make or brand specified will be permitted to be used exactly as received from the manufacturer without any admixture whatsoever unless previously authorised, in writing, by the Site Engineer.

14. **Exterior Painting**:

The paint shall be of approved brand and manufacture.

This paint shall be brought to the site of work by the contractor in its original containers in sealed condition. For new work, the surface shall be thoroughly cleaned off all mortar dropping, dirt dust, algae, fungus or moth, grease and other foreign matter of brushing and washing, pitting in plaster shall make good, surface imperfections such as cracks, holes etc. should be repaired using white cement.

Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its container, when applying also the paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform. Dilution ratio of paint with potable water can be altered taking into consideration the nature of surface climate and as per recommended dilution given by manufacturer. In all cases, the manufacturer's instructions & directions of the Engineer-in-charge shall be followed meticulously.

The lids of paint drums shall be kept tightly closed when not in use as by exposure to atmosphere the paint may thicken and also be kept safe from dust.

Paint shall be applied with a brush on the cleaned and smooth surface. Horizontal strokes shall be given, First and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks.

15. **SYNTHETIC ENAMEL PAINT**:

Preparation of surface: 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 (Superior quality as approved) shall be applied-two or more coats to give an even shade.

16. **DAMP PROOFING COURSE**:

It shall consist of 1:2:4 plain cement concrete with approved water proofing materials such as cico, impermo etc. of specified thickness. Edges of DPC shall be straight, even and vertical side shuttering shall consist of wooden or steel forms and shall be strong and properly fixed so that it is not disturbed during compaction and mortar or cement slurry does not leak through. When forms are struck the surface should be smooth without any honeycombing. The 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. Blown type bitumen shall then be applied uniformly on the surface and the side of the concrete coming in contract with flooring on the inside shall also be painted with bitumen.

17. **CERAMIC TILE FLOORING/SKIRTING**:

a) Preparing of Plinth Filling: All plinth fillings shall be properly consolidated in layers, watered, rammed and allowed to consolidate to the Site Engineer's satisfaction before any flooring is laid. When the flooring is to be laid over a foundation of sand, broken stone, brick or a combination of sand and broken stone or brick the filling shall be removed to a depth equal to the thickness of the flooring plus such foundation layers.

b) Foundations:

i. Sub-layer of sand : After the plinth filling has been prepared as detailed in specification above a sublayer of sand 300mm deep shall be laid watered and brought to an even surface.

ii. Layer of broken stone or brick : 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.

c) **Tile floors**:

i. Foundation and cement floating under tiles: Over the foundation as in (b) above 2 coats of cement plaster, 1part of cement to 1 part of sand, prepared in a very liquid condition will be floated over it and allowed to set.

ii. Laying: 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. A layer of 20mm thick (average) cement mortar: 1:4 (1 cement: 4 sand) (unless otherwise specified) shall be provided as bedding for the tiles. Each tile will be laid in and drawn up in neat cement of honey like consistency at 4.40 Kg of cement per sqm, 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. Each tile being gently tapped with a wooden mallet till it is properly bedded. The joints shall be grouted with white cement and matching pigment complete. The surface of the flooring shall be checked frequently with a straight edge so as to obtain a true surface with slope, if required. At position where full tiles cannot be fixed, the tiles shall be cut to size and smoothened to give straight and true joints.

iii. Cleaning: 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.

iv. Curing: The floor shall be kept wet for a minimum of 7 days so that bedding and joints set properly.

18. **PLINTH PROTECTION AND STORM WATER DRAIN**:

Plinth protection and storm 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.

19. 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 (plinth area of the building at ground floor only shall be measured for payment) and to be executed by reputed party.

20. **ANODISED ALUMINIUM WORKS**:

i. Aluminium sections used for fixed/openable windows, ventilators, partitions, frame work & doors etc. shall be suitable for use to meet architectural designs to relevant works and shall be subject to approval of the Engineer-in-Charge for technical, structural, functional and visual considerations. The aluminium extruded sections shall conform to IS 733 and IS 1285 for chemical composition and mechanical properties. The stainless steel screws shall be of grade AISI 304. The permissible dimensional tolerances of the extruded sections shall be as per IS 6477 and shall be such as not to impair the proper and smooth functioning/operation and appearance of door and windows. Aluminium glazed doors, windows etc. shall be of sizes, sections and details as shown in the drawings. The details shown in the drawings may be varied slightly to suit the standards adopted by the manufacturers of the aluminium work, with the approval of Engineer-in-Charge.

ii. Glazing : Glass used for glazing shall be sheet glass of best approved quality, free from flaws, specks, bubbles and shall be of specified thickness.

iii. EPDM- GASKETS

The EPDM Gaskets shall be of size and profile as shown in drawings and as called for, to render the glazing, doors, windows, ventilators etc. air and water tight. Samples of gaskets shall be submitted for approval and the EPDM gasket approved by Engineer-in-Charge shall only be used.

iv. SEALANT

The sealants of approved grade and colour shall only be used. The silicone for perimeter joints (between Aluminum section and RCC/Stone masonry) shall be of make approved by the Engineer in Charge.

21. **Granite Flooring**:

Providing and fixing Granite 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite of any colour and shade Area of slab over 0.50 sqm.

22. **ACP (Aluminium Composite Panel) Cladding**:

Designing, fabricating, testing, installing and fixing in position Curtain Wall with Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions of the building , for all heights and all levels etc. including:

a) Structural analysis & design and preparation of shop drawings for pressure equalisation or rain screen principle as required, proper drainage of water to make it watertight including checking of all the structural and functional design.

b) Providing, fabricating and supplying and fixing panels of aluminium composite panel cladding in pan shape in metalic colour of approved shades made out of 4mm thick aluminium composite panel material consisting of 3mm thick FR grade mineral core sandwiched between two Aluminium sheets (each 0.5mm thick). The aluminium composite panel cladding sheet shall be coil coated, with Kynar 500 based PVDF / Lumiflon based fluoropolymer resin coating of approved colour and shade on face # 1 and polymer (Service) coating on face # 2 as specified using stainless steel screws, nuts, bolts, washers, cleats, weather silicone sealant, backer rods etc.

c) The fastening brackets of Aluminium alloy 6005 T5 / MS with Hot Dip Galvanised with serrations and serrated washers to arrest the wind load movement, fasteners, SS 316 Pins and anchor bolts of approved make in SS 316, Nylon separators to prevent bi-metallic contacts all complete required to perform as per specification and drawing The item includes cost of all material & labour component, the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working curtain wall with aluminium composite panel cladding, cleaning and protection of the curtain wall with aluminium composite panel cladding till the handing over of the building for occupation. The Contractor shall provide curtain wall with aluminium composite panel cladding, having all the performance characteristics all complete , as per the Architectural drawings, as per item description, as specified, as per the approved shop drawings and as directed by the Engineer-in-Charge. However, for the purpose of payment, only the actual area on the external face of the curtain wall with Aluminum Composite Panel Cladding.

23. Soffit Panelling:

Supply & fixing Polyvinyl Soffit System which is anti bacterial, fire retardant water proof , tested at 50 LBS for impact resistance, having tensile strength >37 & >2000, Fire resistance having class 1 tested to IS-10151 and meets the standard specification of ASTM D-4477. The work also includes the frame made out of standard GI channel of Gyproc Gyplite 0.5MM thick framework with special 6MM thick threaded rod and L cleat.

24. **STEEL WORK IN BUILT UP SECTIONS (RIVETED AND BOLTED):**

The steel work in built up section (Riveted and bolted) such as trusses, framed work etc. is specified in this clause:

i. Laying Out:

A figure of the steel structure to be fabricated shall be drawn on a level platform to full scale. This may be done in full or in parts, as shown on drawings or as directed by the Engineer-in-Charge. Steel tape shall be used for measurements.

ii. Fabrication:

Fabrication shall generally be done as specified in IS 800. In major works or where so specified, shop drawings giving complete information for the fabrication of the component parts of the structure including the location, type, size, length and details or rivets, bolts or welds, shall be prepared in advance of the actual fabrication and approved by the Engineer-in-charge. The drawings shall indicate the shop and field rivets, bolts and welds. The steel members shall be distinctly marked or stenciled with paint with the identification marks as given in the sh:op drawings. Great accuracy shall be observed in the fabrication of various members, so that these can be assembled without being unduly packed, strained or forced into position and when built up, shall be true and free from twist, kinks, buckles or open joints. Wooden or metal sheet templates shall be made to correspond to each member, and position of rivet holes shall be marked accurately on them and holes drilled. The templates shall then be laid on the steel members, and holes for riveting and bolting marked on them. The ends of the steel members shall also be marked for cutting as per required dimensions. The base of steel columns and the positions of anchor bolts shall be carefully set out at the required location.

The steel section shall be straight or to be straightened or flattened by pressure unless required to be of curvilinear form and shall free from twists. These shall be cut square either by shearing or sawing to correct length and measured by steel tape. No tow pieces shall be welded or joined to make up for the required length of member.

iii. Making Holes :

Holes through more than one thickness of materials for members, such as compound stanchion and girder flanges shall, where possible, be drilled after the members are assembled and tightly clamped or bolted together. Punching may be permitted before assembly, provided the holes are punched 3mm less in diameter than the required size and reamed after assembly to the full diameter. The thickness of material punched shall be not greater than 16 mm.

iv. Bolting :

The nominal length of the bolt shall be the distance from the underside of the head to the further end of the shank. The nominal diameter of the bolt shall be the diameter at the shank above the screwed threads. Bolts, nuts and washers shall be thoroughly cleaned and dipped in double boiled linseed oil, before use. All bolts heads and nuts shall be hexagonal unless specified otherwise. The screwed threads shall conform to IS 1363 and the threaded surface shall not be tapered. The bolts shall be of such length as to project at least two clear threads beyond the nuts when fixed in position, and these shall fit in the holes without any shake. The nuts shall fit in the threaded ends of bolts properly. Where necessary, washers shall be tapered or otherwise suitably shaped to give the heads and nuts of bolts a satisfactory bearing. The threaded portion of each bolt shall project through the nut at least two thread. In all cases where the full bearing area of the bolt is to be developed, the bolt shall be provided with a washer of sufficient thickness under the nuts to avoid any threaded portion of the bolt being within the thickness of the parts bolted together. Where there is a risk of the nuts being removed or becoming loose due to vibrations or reversal of stresses, these shall be secured from slackening by the use of lock nut, spring washers as directed by the Engineer-in-charge.

v. Errection:

Steel members shall be hoisted and erected in position carefully, without any damage to itself, other structures and equipment and injury to workmen. The method of hoisting and erection proposed to be adopted by the contractor shall be got approved from the Engineer-in-charge in advance. The contractor however shall be fully responsible for the work being carried out in a safe and proper manner without unduly stressing the various members and proper equipment such as derricks, lifting tackles, winches, ropes etc. shall be used.

The work of erection may be done in suitable units as may be directed by the Engineer-incharge. Fabricated members shall be lifted at such points so as to avoid deformation or excessive stress in members. The structure or part of it placed in position shall be secured against over-turning or collapse by suitable means. During execution, the steel members shall be securely bolted or otherwise fastened when necessary temporarily braced to provide for all loads including those due to erection equipment and its operation to be carried safely by structure during erection. The steel members shall be placed in proper position as per approved drawing, final riveting or permanent bolting shall be done only after proper alignment has been checked and confirmed.

Trusses shall be lifted only at nodes. The trusses above 10 m in span shall not be lifted by slinging at two mid points of rafters, which shall be temporary braced by a wooden member of a suitable section. After the trusses are placed in position, purlins and wind bracings shall be fixed as soon as possible. The end of the truss which faces the prevailing winds shall be fixed with holding down bolts, and the other end kept free to move. In case of trusses of spans upto 10m the free end of the truss shall be laid on lead sheet or steel plate as per design, and the holes for holding down bolts shall be made in the form of oblong slots so as to permit the free movements of the truss end. For larger spans the truss shall be provided with proper bearing as per design.

Columns and stanchions shall be erected truly vertical with the necessary cross bracing etc. and the base shall be properly fixed with the foundation concrete by means of anchor bolts etc. as per drawing.
Anchor bolts to be placed in the concrete foundation should be held in position with a wooden template. At the time of concreting anchor bolt locations shall be provided with suitable timber mould or pipe sleeve to allow for adjustment which shall be removed after initial setting of concrete. The spaces left around anchor bolts shall be linked to a stopping channel in the concrete leading to the side of the pedestal and on the underside of the base plate to allow the spaces being grouted up after the base plate is fixed in the position along with the column footing. Grouting shall be of cement mortar 1:3 (1 cement: 3 coarse sand) or as specified.

vi. Bedding of Column, Stanchions etc.:-
Bedding shall not be carried out until the steel work has been finally levelled, plumbed and connected together. The stanchion shall be supported on steel wedges and adjusted to make the column plumb. For multistoreyed buildings, the bedding shall not be done until sufficient number of bottom lengths of stanchions have been properly lined, levelled and plumbed and sufficient floor beams are fixed in position. The base plates shall be wedged clear of the bases by M.S. wedges and adjusted where necessary to plumb the columns. The gaps under the base plate may be made upto 25 mm which shall be pressure grouted with cement grouts. With small columns, if permitted by the Engineer-in-charge, the column base shall be floated on a thick cement grout on the concrete pedestal. The anchor bolt holes in the base plate may be made about 10 to 15 mm larger than the bolts. In such cases suitable washers shall be provided.

vii. **Painting**:
All surfaces which are to be painted, oiled or otherwise treated shall be dry and thoroughly cleaned to remove all loose scale and loose rust. Surfaces not in contact but inaccessible after shop assembly, shall receive the full specified protective treatment before assembly. This does not apply to the interior of sealed hollow sections. Part to be encased in concrete shall not be painted or oiled. A priming coat of approved steel primer such as Red Oxide/Zinc Chromate primer conforming to IS 2074 shall be applied before any member of steel structure are placed in position or taken out of workshop

25. **PLANTS AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR**:

i. Concrete Mixture Machine - 01 Nos.
ii. Concrete Vibrator (Needle Type) - 01 Nos.
iii. Cube mould (150mm x 150mm x 150mm) - 9 Nos.
iv. Slump Cone- 1 Nos.
v. Dumper- 2 Nos.
vi. Welding and cutting set- 01 Sets

26. **TESTS FOR QUALITY CONTROL**:

The various tests shall be carried out by the contractor as and when instructed by the Engineer-in-charge based on the prevailing OIL SOP (Standard Operating procedure) of Civil Engineering Contract jobs and no separate payment shall be made unless otherwise specified in the contract. Following tests /test certificate to be produced by the contractor at his own cost as and when directed by the Engineer-in-charge.

i. Test report of water to be used for construction
ii. Cube test for RCC work.
iii. Relevant test on Steel Reinforcement or other construction materials used.
iv. Manufacture Test certificate for Cement, steel materials, M.S. rod, Tor steel should be produced prior to its use in construction.
v. Test report for quarry materials should be produced.
vi. Any other tests as per the direction of Engineer-in-charge.

27. **MEASUREMENT & PAYMENT**:

Payment for all works done shall be made on the basis of actual work done as per the schedule of rates.

28. **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.

29. **RECORD KEEPING**:

i) A site order book will be maintained at site which will be in the custody of the Engineer-in-charge or his representative and all instructions given to the Contractor including hindrance(if any) 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 register to be maintained at site which will be in the custody of the Engineer-in-charge or his representative to maintain the records of cement the same has to be signed by the contractor.
28.00 In case of any ambiguity/conflict among various documents the decision of Engineer-in-charge will be final and binding.

30. **SPECIAL INSTRUCTION TO THE CONTRACTOR**:

a) Quoted offers shall be inclusive of all materials, labour and Transport etc. including other taxes & levies (except PF & GST). Forest Royalty and BoCW to be quoted on overall cost of civil works @2.4% and @1% respectively.

b) The contractor shall provide all Labour, supervision and transport and such specified materials 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.

c) 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.

d) Running bills will be issued only after submission of BoCW registration certificate, Submission of test certificates, MTC, Insurances and all other relevant documents as listed in the contract documents. All Invoices are to be sent to the following address: CGM-Civil (HoD), Civil Engineering Department, Oil India Limited, P.O. Duliajan-786602, Dist. Dibrugarh, Assam.

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

f) Efficient workmen to be engaged by the Contractor.

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

h) 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.

i) 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.

j) 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.

k) 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.

l) The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act (if applicable) while executing the work.

m) 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.

n) The Contractor will be required to work expeditiously at the site and must visit the site before tendering.

o) 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.

p) 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.

q) The contractor must submit a work plan in bar chart for the overall job to complete it within 14 days of issuing of work order.

r) The contractor shall not engage minor workers below 18 years of age under any circumstances.

s) Contractor shall submit Labour clearance with 14 days of signing the contractor, failing which, delay will be forfeited from the granted work period.

31. **INDEMNITY AGREEMENT**:

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

32. **INSURANCE**:

32.1 The contractor shall ensure that the policies and All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.
The contractor shall at all times during currency of the contract shall maintain the insurance for the following events which are due to the contractor's risks:

i. The contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to equipment & tools, any other belongings, and personnel during the entire period of this contract including extension thereof.

Note: All risk policy shall cover all plants and equipment employed for the work. Oil India Limited shall be kept as Principal Assured in All risk policy.

ii. Employee Compensation policy or Employer's Liability Policy insurance (EC) as required by the laws of the country of origin of the employee.

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

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

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

32.2 Contractor must submit an undertaking in respect to responsibility and risk associated with delivery of materials to OIL's site shall rest with contractor's supplier for any physical loss or destruction of or damage to goods or merchandise, while in transit.

32.3 **Waiver of subrogation**:
All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:
"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

32.4 **Loss Payee Clause**:
The Insurance Policies should mention the following in Loss Payee Clause:
"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

32.5 **Additional Assured**:
"OIL India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).
Apart from above, the contractor must comply to all relevant Insurance clauses laid down in GCC as deemed fit by the Engineer-in-Charge.

33. **Building and Other Construction Workers Welfare Cess Act 1996**:

i. As per BOCW Act, the concerned construction work falls under the purview of Building and Other Construction Workers Welfare Cess Act 1996 and therefore cess will be levied and collected for the purposes of the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, at one per cent of the cost of construction incurred.

ii. Therefore, the Contractor must register the contract with BOCW Welfare Board at his own cost, obtain Certificate of Registration and submit the same to OIL after signing the contract agreement. No Running Bill shall be paid to the contractor till the Certificate of Registration with BOCW Welfare Board is submitted by the contractor to the Engineer-in-Charge. As per laid down terms and conditions, OIL will deposit cess of amount equal to one percent (01%) of the bill value (except GST) to the appropriate authority under the concerned registration number during payment of each running bill and final bill.
.

34. **MOBILIZATION PERIOD**: 14 days from signing of the contract. Any delay in mobilization will be deducted from contract period.

35. **DURATION OF THE CONTRACT**: **44 weeks** including Sundays and Holidays except National Holidays (Independence Day, Republic Day & Gandhi Jayanti). Period of contract will start from the last day of submission of LCA i.e. 14 days from the date of signing the contract.

36. WARRANTY AND REMEDY OF DEFECTS

a) In case an item has got a guarantee/warranty period, then the same is to be passed on to OIL. If such item fails before its guarantee period is over, then contractor must rectify/replace it at his own cost. However, in case of critical items, if the guarantee/warranty period is beyond defect liability period, then guarantee/warranty shall be applicable for that period also.

b) Standard accessories & warranty provided by the OEMs/ authorised dealer of OEMs for all items must be passed on to OIL. The warranty shall cover replacement of defective hardware/items etc.

37. **REMUNERATION & TERMS OF PAYMENT**:

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. 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. If any additional items, not included in the original tender or contract, are required to be executed during the actual execution of works, the payment for such items shall be made as per the rates derived from Delhi Schedule of Rates (DSR) adopting minimum labour wages prevailing at the time of issuance of such orders or rates of OIL SOR prevailing at the time of issuance of such orders.
However, if the items are not available in DSR or OIL SOR, preliminary rates (excluding GST & other taxes) of such items will be established based on minimum three budgetary quotations. Budgetary Quotations (BQ) must be provided by the contractor within 30 days of receipt of advice for incorporation of such new/additional items (items not covered in the tender / contract). In case the variation between the lowest and highest BQ is less than 20%, the average rate of the BQs against each line item of the required services shall be taken to arrive at a reasonable cost estimate. However, If the variation between the lowest and highest BQ is more than 20%, then the line item-wise average of lowest and the derived median quotes of the BQs will be taken as the estimate. (Median value is to be ascertained by using standard XLS formulae only). However, final rates of new/additional items (items not covered in the tender / contract) will be considered on the basis of actual tax invoice rates (excluding GST & other taxes) or Average BQ rates (excluding GST & other taxes) whichever is lower at the time of actual payment of such new/additional items (items not covered in the tender / contract). Contractor must submit tax invoices of all such items as per the advice of the Engineer-in-Charge.

38. **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.

39. AREA OF OPERATION

Central Fire Station, Duliajan, Assam

40. The contractor must complete the work in all respect within the work duration allotted to him as per work order. The duration of the work allotted to the contractor is inclusive of Sundays and Holidays. 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.

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

41.1 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.

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

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

41.4 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.

41.5 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.

41.6 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.

41.7 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.

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

41.9 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).

41.10 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.

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

41.12 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.

41.13 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.

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

41.15 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.

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

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

41.18 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.

41.19 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.

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

41.21 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.

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

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

41.24 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.

41.25 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.

41.26 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.

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

41.28 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.

42. **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.

43. FOREST ROYALITY:

43.1 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.

43.2 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 %

43.3 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).

43.4 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.

43.5 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.

43.6 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.

44. 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.

45. 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.

46. 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.

47. Defect liability period shall be **6 months** beyond the date of completion of works as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be carried out entirely at Contractor's own expenses. If such corrective works are not carried out within a reasonable time, the Company, at its discretion, may have such remedial works carried out by other agencies and charge the cost thereof to the Contractor. This amount shall be deducted from contractor's bill/ Retention money/ Performance security.

48. **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:** NIL

2) **PLANTS AND EQUIPMENT:** NIL

NOTE:

1. All materials to be supplied by contractor.

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

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Construction of lift shaft at Central Fire Station, Duliajan including supply of all materials. Total Estimated Cost Rs.34,59,055.98(Execution cost Rs.33,45,316.25 and Forest Royalty & BoCW component of Rs.1,13,739.73).

Sir,

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

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

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

i) _____
ii) _____
iii) _____

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

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

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

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

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

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

(Seal) Yours Faithfully

Date_____ M/s_____
CONTRACTOR

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. CDC1248L26

(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. CDC1248L26

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. **CDC1248L26**

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

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

TENDER NO. CDC1248L26

Tender Description: Construction of lift shaft at Central Fire Station, Duliajan including supply of all materials.

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. CDC1248L26

a) We, (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil-india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b) We, 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.

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	Name	Address	PAN No.	GST No.	OIL Vendor Code

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:

Annexure-IX

ANNEXURE OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address: DULIAJAN, DIBRUGARH, ASSAM** **PIN-786602**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB 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 stating the default/breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

   a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . ...

   b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and

   c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Witness: **Issuing Authority:**

.....	.....
(Signature)	(Signature of the Authorised Signatory)
.....	.....
(Name)	(Name)
.....	.....
(Designation & official address)	(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

Annexure-X

DECLARATION THAT GST REGISTRATION OF BIDDER IS NOT NEGATIVE/BLACKLISTED

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

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

TENDER No: CDC1248L26

TENDER DESCRIPTION: "Construction of lift shaft at Central Fire Station, Duliajan including supply of all materials.
"

Sub: Undertaking/Declaration regarding GST.

Ref: Tender No. **CDC1248L26**

a) We, _____ (Name of the bidder) solemnly affirm that we have an active GST registration number on the GST portal/ Govt. official website.

b) We also declare that in case of GST rating of the undersigned on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL.

c) We also declare that in case GST rating is negative/blacklisted after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to us and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

Place: _____

Date: _____

_____

(Name & Signature of the authorised signatory of the bidder)

Tender No. CDC1248L26 **Proforma**

UNDERTAKING BY BIDDER IN RESPECT OF QUOTED PRICE AGAINST TENDER NO. CDC1248L26

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).