Report ID: GEM/GARPTS/28102026/R9VBJIR6HWCC
Report Name: Construction of Plinth, Approach Road to plinth, Road over Plinth, Effluent pits, Garland bund
Generated By: Debasis Mishra , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 28/10/2026
Valid till: 27/11/2026

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: Construction of Plinth, Approach Road to plinth, Road over Plinth, Effluent pits, Garland bund and boundary fencing etc. in Location OBRD

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

Estimated Value Of Procurement: ₹ xxxxxxxx.xx

ऑयल इंडिया लिमिटेड
OIL INDIA LIMITED
MAHANADI BASIN PROJECT
IDCO TOWERS (3RD FLOOR), JANPATH
BHUBANESWAR, ODISHA-751022
EMAIL: KGBASIN@OILINDIA.IN
PH: 0674-2623100/2623156

NOTICE INVITING TENDER
LOCAL COMPETITIVE BIDDING
FORWARDING LETTER

Sub.: IFB No. CBI3060P27 for "Construction of Plinth, Approach Road to plinth, Road over Plinth, Effluent pits, Garland bund and boundary fencing etc. in Location OBRD of Mahanadi Basin in Kosida village area under Balikuda Tahasil, Jagatsinghpur District, Odisha."

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a "Maharatna" Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)'s Project office located at Bhubaneswar is presently entrusted to coordinate activities related to exploration and production of oil and natural gas from the Mahanadi on land basins in India. The Project Office of OIL at Bhubaneswar is well connected by road, rail and air.

2.0 In connection with its operations in the state of Odisha, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors for the above-mentioned service through OIL's e-procurement portal: "https://etender.srm.oilindia.in/irj/portal". One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal and Govt. portal. Eligible and interested parties are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	:	**CBI3060P27**
b)	Type of Bidding	:	**Open Indigenous E-Tender, Single-Stage Two-Bid System**
c)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
d)	Bid (Technical) Opening Date & Time	:	As mentioned in the E-procurement portal.
e)	Price Bid Opening Date & Time	:	Will be intimated to the eligible / qualified Bidders nearer the time.

f)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal.
g)	Bid Opening Place	:	**Office of ED(Offshore) OALP ,MBP ,KG,DSF** OIL INDIA LIMITED, Mahanadi Basin Project, IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022
h)	Bid Validity	:	Minimum **120 (One Hundred Twenty) days from Bid Closing date**
i)	Bid Security Amount	:	**Rs. 9,75,000.00**
j)	Bid Security Validity	:	**150 (One Hundred Fifty)** days from Bid Closing Date.
k)	Amount of Performance Security	:	Performance guarantee shall be up to **10% of the contract value** for which Contractor shall submit a Performance Security amounting to 2.5% of the contract value at the time of award of contract and remaining 7.5% shall be deducted from their running bill(s).
l)	Validity of Performance Security	:	Up to 09 (nine) months from date of completion of Contract i.e. [3 (three) months beyond the validity of the Contract plus applicable warranty period of 6 months].
m)	Location of job	:	Location OBRD of Mahanadi Basin Project in Kosida village area under Balikuda Tahasil, Jagatsinghpur District, Odisha.
n)	Mobilization Time	:	Within 07 days from the date of issue of Work Order.
o)	Duration of the Contract	:	**150 days** from the date of completion of Mobilization
p)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
q)	Bids to be addressed to	:	**Office of ED(Offshore) OALP ,MBP ,KG,DSF** OIL INDIA LIMITED, Mahanadi Basin Project, IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022

3.0 BID SECURITY:

3.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 3.12 hereunder.

All the bids must be accompanied by Bid Security in Original for the amount as mentioned above and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the tender vide **ANNEXURE-H** or online payment through OIL's e-portal or an irrevocable Letter of Credit (L/C) from any schedule Indian Bank or

any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

Note: Bid Security in the form of DD / Cheque / Cashier Cheque or any other mode will not be acceptable.

3.2.1 Bidders can submit Bid Security online through OIL's electronic Payment Gateway.

3.2 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

3.3 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., e-mail address and Branch Code.

3.4 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

3.5 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Bhubaneswar, Odisha, the place of issuance of tender.

3.6 Any Bid not secured in accordance with sub-clause 3.2 above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

3.7 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

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

3.9 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the Contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 15.0 below or Clause 15.0 of Part-I GCC below is furnished.

3.10 The Bid Security may be forfeited, if:

i) The Bidder withdraws the Bid within its original / extended validity.
ii) The Bidder modifies / revise their Bid Suo-moto.
iii) Bidder does not accept the order / Contract.
iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender / order / Contract.
v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid security shall be forfeited after due process in addition to other action against the Bidder.

3.11 In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited, and the party shall be put in the Holiday List as per Company's Banning Policy (revised on 17.03.2023) available in OIL website.

3.12 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in the "Technical Attachment" of OIL's e-portal. The original Bid Security shall be submitted by Bidder to the office of ED (Offshore) OALP ,MBP ,KG,DSF), OIL INDIA LIMITED, Mahanadi Basin Project, IDCO Towers (3rd Floor), Janpath, Bhubaneswar-751022, India in a sealed envelope which must reach the office on or before **13:00 Hrs (IST) of the Bid Closing date**. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

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

3.13 Exemption from submission of bid security:

a) Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

b) If the Bidder is a Micro or Small Enterprise (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security.

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG- DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:

i. **Udyam Registration Number with Udyam Registration Certificate**:

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur / Woman Entrepreneur should also be enclosed.

4.0 INTEGRITY PACT:

The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**ANNEXURE-C** Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The Integrity Pact has to be returned by the bidder (along with the techno-commercial bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. In case

of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

OIL has appointed Dr. Ved Prakash, ITS (Retd.) and Shri Radhakrishna Kini A, IPS (Retd.) and Lt. Gen. Rakesh Kapoor (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

a. Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General Foreign Trade, Ministry Commerce. Mob No. 9810546996, E-mail ID: ved60prakash@gmail.com

b. Shri Radhakrishna Kini A, IPS (Retd.),Mobile No.: 9971722727, Email IDs: arvkini2004@yahoo.co.in & arvkini2004@gmail.com

c. Lt.Gen. Rakesh Kapoor (Retd.), Mobile NO.-9599020807 Email ID: rakeshkapoor 65 @gmail.com

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

5.0 GUIDELINES FOR PARTICIPATING IN OIL's E-PROCUREMENT:

5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable**. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

5.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption / decryption certificate. Bidder should have both the Signing / verification and Encryption / Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to vendor's system.

5.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder

to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.

5.4 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder / Bidding Company to bind the Bidder / Bidding Company to the Contract. If the digital signature used for signing is not of "Class -3" with Organization's name, the bid will be rejected.

5.5 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

5.5.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - https://etender.srm.oilindia.in/irj/portal.

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

5.6 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan, Assam at ***erp_mm@oilindia.in***, Ph.: 0374- 2807171/7192/7178.

5.7 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at **URL**: http://oil-india.com/pdf/ETenderNotification.pdf).

6.0 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

7.0 Bid should be submitted online in OIL's E-Procurement site up to **01.00 PM (IST) (Server Time**) on the date as mentioned and will be opened on the same day at **03.00 PM (IST) (Server Time)** at the office of the ED-KGB & MBP in presence of the authorized representatives of the bidders.

However, if the above scheduled 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.

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.

Before submission of bids, the bidder is advised to inspect the Work site to assess the nature and extent of Work and the conditions under which it will be carried out. They may also seek such clarifications from this office as are deemed necessary.

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

9.0 (a) No Bidder can withdraw their bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the Company.

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

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

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

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

11.2 In case of HUF, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

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

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

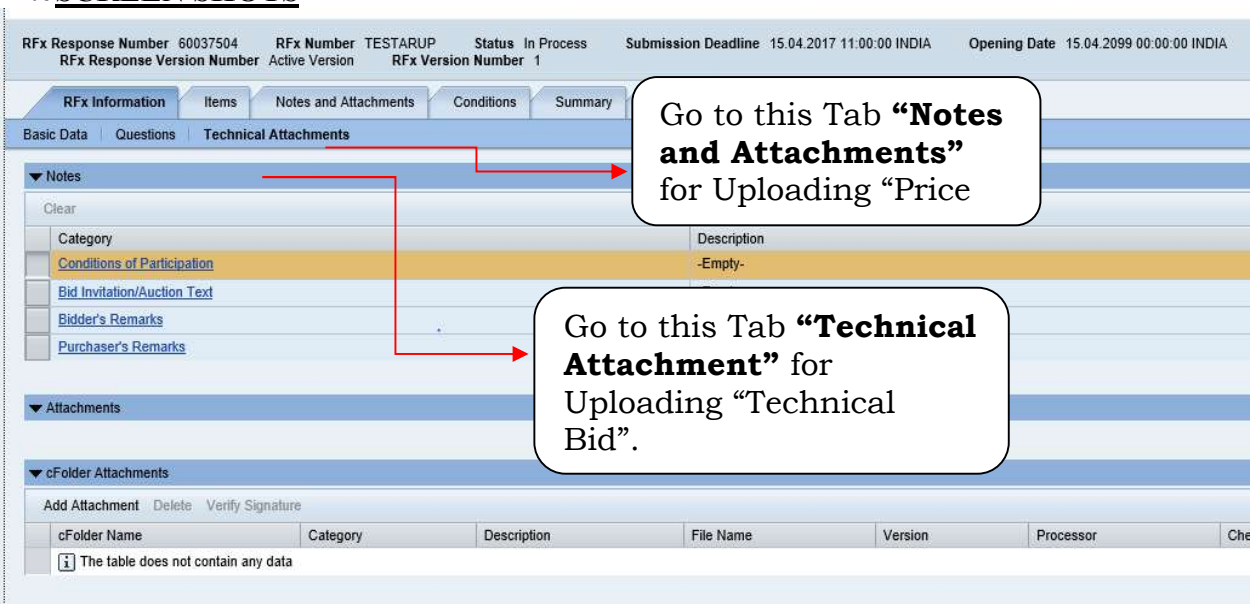
11.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs,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

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

Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

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

12.0SCREEN SHOTS



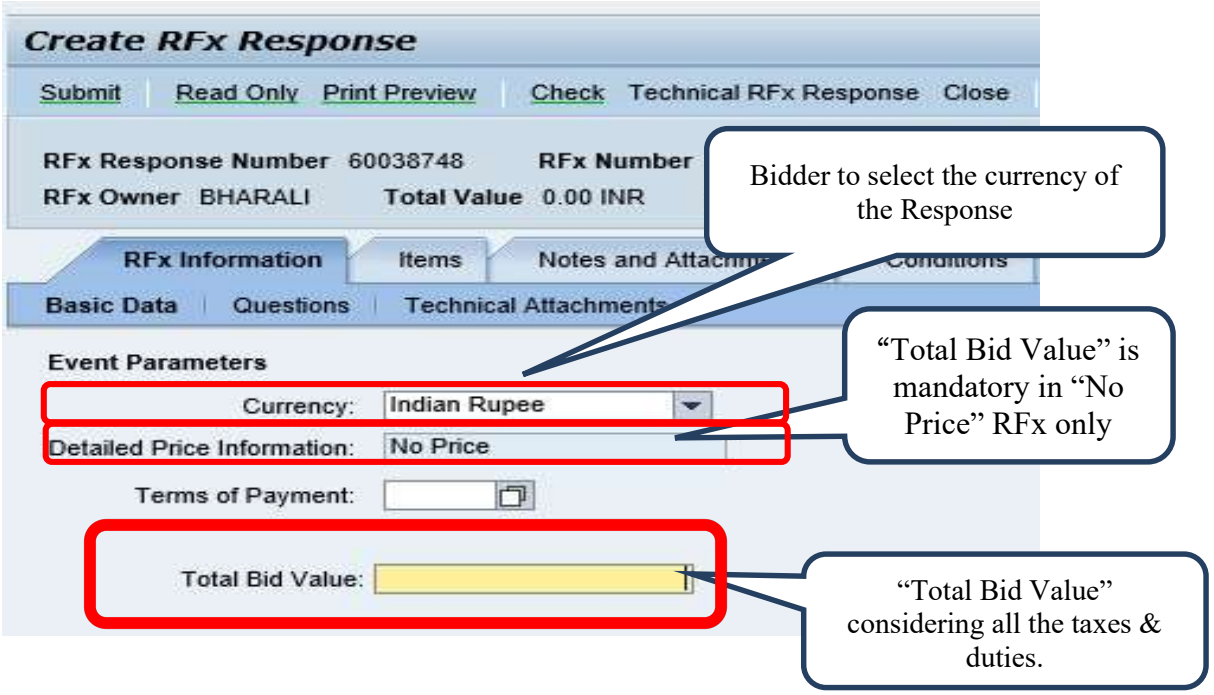
On **"EDIT"** Mode, bidders are advised to upload **"Technical Bid"** and **"Priced Bid"** in the respective places as indicated above:

Note:

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

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

13.0 Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, Bidders must upload their pricing as per the "Price Bidding Format" under **"Notes & Attachment"**. Additionally, the bidders must fill up the **on-line field "Total Bid Value"** under Tab Page **"RFx Information"** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.
It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format" under "Notes & Attachments" tab page.

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

15.0Performance Security: The successful bidder shall furnish a Performance Security Deposit **@10% of the Total Estimated Contract value** for which contractor shall submit a performance security of **2.5%** of contract value at the time of award of contract and remaining **7.5%** shall be deducted from running bill in the form of a Bank Guarantee (as per prescribed format vide **ANNEXURE-B**) / Demand Draft in favour of Oil India Limited before signing the formal Contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the Work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

16.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the Contract within the time specified in the Bid Document, the Bid Security shall be forfeited, and the bidder shall be dealt as per the Banning Policy (revised on 17.03.2023) available in website of Company.

17.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENT: The information and documents furnish by the bidder / Contractor in respect of the subject tender / Contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the Contract or after expiry

of the Contract, that the bidder had submitted any fake / fraudulent document or furnished false statement, the offer / Contract shall be rejected / cancelled, as the case may be, the Bid Security shall be forfeited and the bidder (if fake document / false statement pertains to such bidder) shall be dealt as per the Banning Policy (revised on 17.03.2023) available in OIL's website. The bidder has to submit an undertaking in this regard as per attached **ANNEXURE-E**.

18.0 **ERRING / DEFAULTING AGENCIES**: Erring and defaulting agencies like bidder, Contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy (revised on 17.03.2023) available in OIL's website: www.oil-india.com.

19.0 Bidder(s) must also furnish the following in their Bid:

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 (If available) :
h) GST No. :

20.0 The tender will be governed by**:**

a) COVERING LETTER
b) Part - I - CONDITIONS OF CONTRACT
c) Part - II - SCHEDULE OF WORK
d) Part - III - SCOPE, SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT
e) Part - IV - SCHEDULE OF MATERIALS, COMPANY'S PLANTS AND EQUIPMENTS
f) Part - V- BID EVALUATION CRITERIA
g) ANNEXURE-A & ANNEXURE-B
h) ANNEXURE-C INTEGRITY PACT
i) ANNEXURE-D, ANNEXURE-E, ANNEXURE-F, ANNEXURE-G, ANNEXURE-H & ANNEXURE-I

21.0 OIL now looks forward to active participation of Contractors in the IFB.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

Sd/-
Sr.Manager-C&P (MBP)
for **Chief General Manager (C&P)**

Date: 02.11.2026

WORKS CONTRACT

"Construction of Plinth, Approach Road to plinth, Road over Plinth, Effluent pits, Garland bund and boundary fencing etc. in Location OBRD of Mahanadi Basin in Kosida village area under Balikuda Tahasil, Jagatsinghpur District, Odisha"

PART – I

GENERAL CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this day _____ 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 and Mahanadi Basin Project, IDCO Towers (3rd Floor), Janpath, Bhubaneswar-751022 (hereinafter called "The Company") of the one part and _____ carrying on business under the firm name M/s _____ with their office at _____ in the district of _____ aforesaid (hereinafter called "The Contractor") of the other part.

WHEREAS, in this Contract the following terms shall be interpreted as indicated below:

a) The "Contract" means the Contract entered into between the Company and Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) The "Contract Price" means the prices / costs / rates payable by Company to the Contractor under the agreement for the full and proper performance of its Contractual obligations.

c) The "Work" means each and every activity described in the Schedule of Work / Specifications, detailed in PART-II.

d) "Company" or "OIL" means OIL INDIA LIMITED and its executors, successors, administrators and assignees.

e) "Contractor" means the individual or firm or Company performing the "Work" under this Contract and its executors, successors and assignees.

f) "Contractor's personnel" means the personnel to be provided / deployed by the Contractor for due performance of the assigned Work as per the Contract.

g) "Company Personnel" means the personnel to be provided by the Company. The Representative / Engineer of the Company are also included in the Company's personnel. The Company's Representative / Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.

h) "Site" means the land, installation and other places, provided and designated

by the Company on which the Works are to be executed by the Contractor.

i) "Company's items" means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.

j) "Contractor's items" means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.

k) "Commencement date" means the date on which the Contractor's personnel starts the job as mentioned in the Contract.

l) "Gross Negligence" as used in this Contract shall mean "wilful and wanton disregard for harmful, avoidable and foreseeable consequence".

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 General Specifications read in conjunction with any drawings and Particular Specifications and Instructions which forms PART-III of this Agreement utilizing the services as offered by the Company and listed in PART-IV of the Contract.

(b) In this Contract all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Contract.

2.0 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 all incidental and contingent Work which, although not specifically mentioned in this Contract but are necessary for completion of the Work in a sound manner and with good Workmanship.

3.0 The Company's Engineer shall have power to –

a) Reduce the rates at which payments shall be made if the quality of the Work, although acceptable, is not up to the required standard, set forth in the Company's standard specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior materials from the Work 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 expense.

c) Order the Contractor to remove or replace any Workman whom he (the Engineer) considers incompetent or unsuitable. The Engineer's opinion as to the competence and suitability of any Workmen 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 executions 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 after obtaining approval from the Company's management. All such deviation orders shall be in writing

and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be the same as those appearing in the Basic Schedule of Rates of C.P.W.D. in force on the date of issue of such deviation order.

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 stipulated in PART-II, if so, ordered by the Company at the same rates, terms and conditions.

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 ex-party 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 against the under noted Act:

a) The Mines Act.
b) The Minimum Wages Act, 1948.
c) The Workman's Compensation Act, 1923.
d) The Payment of wages Act, 1963.
e) The Payment of Bonus Act, 1965.
f) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
g) Employees' Pension Scheme, 1995.
h) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
i) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
j) Goods and Service Tax (GST) Law.

or any other Acts or statutes not herein 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 Labourer appointed by the Contractor. Such statutory increase in the wage rates of Contract Labourer shall be borne by the Contractor.

6.1 Contractor(s) whoever is liable to be covered under P.F. Act must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this Contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the Contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering employee's & employer's share) with the competent authority under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F.

Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the final bill.

7.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of Work and shall leave the site clean and tidy.

8.0 Work Completion Time: The Contractor must commence the Work within **7 (seven) days from the date of issue Work Order** and the Work should be completed within **150 days** from the date of commencement. Non-compliance of this time schedule will call for imposition of liquidated damage.

9.0 Validity of the Contract: The Contract shall remain valid for a period of **150 days** from the date of commencement.

10.0 Schedule of Rates: Payment to the Contractor will be made against Work completed by them at the rates entered in the Schedule of Rates, PART-II hereof.

11.0 Liquidated Damages: Time is the essence of this Contract. During the currency of the job, the Work progress must be commensurate with the time elapsed. Work should be completed within stipulated period of completion. For any default in timely completion of assigned Work from the date of assigning the Work, Liquidated Damages at the rate of ½% (half percent) of the total value of the Contract, per week or part thereof, up to a maximum of 7.1/2% (seven & half percent) of the total estimated value of the Contract shall be levied on the Contractor.

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.

12.0 In order to promote, safeguard and facilitate the general, operational economic 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, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's Work and its neighbourhood.

13.0 Estimated Value of Contract: The total evaluated value of the Contract (all inclusive) is estimated to be Rs. _____ as detailed in Schedule of Rates, PART-II, but the Company shall pay the Contractor only for actual Work done at the all-inclusive rates set down in the Schedule of Rates which forms PART-II of this Contract.

14.0 Tax Liability/ Goods and Services Tax:

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

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

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

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

OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

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

14.1.6 Beyond the Contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the Contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

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

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

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

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

14.2 <u>Anti-profiteering clause</u>:

14.2.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due

to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

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

15.0 Payment Terms: Payment shall be made against Work completed by the Contractor and duly certified by Company's Engineer. Taxes will be deducted at source as per the existing Act, wherever applicable.

On account payment may be made, not often than monthly, up to the amount of 100% of the value of Work done. Final payment will be made only after satisfactory completion of the Work. 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.

16.0 Performance Security: Upon receipt of Notification of Award of the Contract, the successful bidder shall furnish Performance Security to the Company in the Form of a Bank Draft or Bank Guarantee from a scheduled bank located in India as per format provided in **ANNEXURE-B** of the Bid Document. The amount of Performance Security shall be equivalent to **10% of the Total Estimated Contract value for which contractor shall submit a performance security of 2.5% of contract value at the time of award of contract and remaining 7.5% shall be deducted from running bill.** The proceeds of the Performance Security shall be payable to the Company as compensation for any loss resulting from Contractor's failure to complete their obligations under the Contract. The Performance Security shall be valid till **9 (nine) months** beyond the validity of the Contract [3 (three) months beyond the validity of the Contract plus applicable warranty period of 6 months].

17.0 The Contractor employing more than 20 (twenty) Workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate licensing Officer before undertaking any Contract Work. The Contractor shall also observe the rules and regulations framed under the Contract labour (Regulations & Abolition) Act.

18.0 Wages shall be paid by the Contractor to the Workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the Workmen.

19.0 The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.

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

20.1 The Contractor shall deploy local persons in Works. The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

20.2 The Contractor will be required to allow OIL Officials to inspect the Work site and documents in respect of the Workers' payment.

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

20.4 The Contractor shall have to Work during rainy seasons also. Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.

20.5 Efficient Workmen to be engaged by the Contractor. The Contractor shall have to provide temporary latrine facilities in the entire Work site for use of their Workmen during progress of Work.

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

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

20.8 If needed water and electricity will have to be arranged by the Contractor at his own cost. 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. The program of Works to be submitted in the form of Bar Chart within 3 days of receipt of Work order.

20.9 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.

20.10 The Contractor's representative should report to Engineer-in-charge on all Working days for instructions.

20.11 The Contractor and his Workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the Work.

20.12 The Contractor must quote, considering the prevailing minimum Labour wage rate for each day of Work.

20.13 The Company reserves the right to get the part or whole Work complete at the risk and cost of the Contractor if they fail to complete the Work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment and/or loss or damage to the property of Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused unless caused by wilful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

21.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by wilful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

22.0 FORCE MAJEURE:

22.1 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, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the Contract and which renders performance of the Contract by the said party impossible.

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

22.3 Should `Force Majeure' condition as stated above occurs and should the same be notified within seventy-two (72) hours after its occurrence, then either party will have the right to terminate the Contract with prior written notice if such `Force Majeure' condition continues beyond consecutive fifteen (15) days. Should either party decide not to terminate the Contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

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.

23.0 TERMINATION:

23.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

The Contract shall be deemed to be automatically terminated on the expiry of duration of the Contract (or extension, if any, thereof) unless OIL has exercised its option to extend this Contract in accordance with the provisions, if any, of this Contract.

23.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth herein **Clause 22.0** above.

23.3 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.

23.4 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor 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, 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.

23.5 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not as per the provision of the Contract, the Company shall notify the Contractor in writing and specify in details the cause of dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company. In the event Contractor rectifies its non-performance to the satisfaction of the Company, the option of termination may not be exercised by the Company. If, however, Contractor repeats non-performance subsequently, Company shall exercise the option to terminate Contract by giving 07 days' notice. Such Contractor shall be put on holiday as per the Banning Policy (revised on 17.03.2023) of OIL [available at www.oil-india.in].

23.6 TERMINATION DUE TO CHANGE OF OWNERSHIP & 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.

23.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 7 successive days (not including Force Majeure delay),

the Company at its option, may terminate the Contract in its entirety 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.

23.8 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 Clauses from **23.1** to **23.7** 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 for service charges and other charges as per the Contract up to the date of termination.

23.9 CONSEQUENCES 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 the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

23.10 Upon termination of the Contract, Contractor shall return to the Company all of Company's items, which are in Contractor's possession at the time.

23.11 In the event of termination of Contract, the Company will issue Notice of termination to the Contractor 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 Clauses from **23.4 to 23.7**.

24.0 SETTLEMENT OF DISPUTES:

24.1 Arbitration (Applicable for suppliers/Contractors other than PSU and MSME):

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

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

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

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

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

24.1.5 The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

24.1.6 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

24.1.7 Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

24.1.9 If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

24.1.9.1 20% of the fees if the claimant has not submitted statement of claim.

24.1.9.2 40% of the fees if the pleadings are complete.

24.1.9.3 60% of the fees if the hearing has commenced.

24.1.9.4 80% of the fees if the hearing is concluded but the award is yet to be passed.

24.1.10 Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

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

24.1.12 The Place/Seat of Arbitration shall be Bhubaneswar. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

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

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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.

24.3 Arbitration (Applicable to Micro, Small and Medium Enterprise):

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

24.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

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

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

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

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

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

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

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

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

i) The OEC proceedings must be completed within a period of 03 (three) months

from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Kakinada.

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

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

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

24.5 Exclusions:

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

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

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

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

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

25.0 JURISDICTION/ APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in the State of Odisha.

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

26.0 General Health, Safety and Environment aspects will be as per the terms set forth in **ANNEXURE–A and para 12.30 of Part-III**.

27.0 SET OFF:

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

28.0 TAX LIABILITY:

All statutory taxes / levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this Contract are inclusive of all taxes, royalty, etc. In respect of Royalty, the Contractor must submit to the Company - the proof of payment, Short-Term Permit (STP) within 15 days and N.O.C. / N.D.C. from the Mining department before payment of final bill. The rate of Royalty may vary from time to time as per Govt. directives and the same is binding on the Contractor.

29.0 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.

30.0 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 (revised on 17.03.2023), 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.

31.0 ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, Contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy (revised on 17.03.2023) available in 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.

IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written.

Signed in the name and on behalf of: **M/s. _____** **(CONTRACTOR)**	**Signed in the name and on behalf of:** **OIL INDIA LIMITED** **(COMPANY)**
Signature: _____	**Signature: _____**
Name: _____ **(Legal Power of Attorney)**	**Name:** **Designation:**
In presence of: **Signature: _____** **Name: _____**	**In presence of:** **Signature: _____** **Name: _____**

END OF PART – I

PART-II

SCHEDULE OF WORK

"Construction of Plinth, Approach Road to plinth, Road over Plinth, Effluent pits, Garland bund and boundary fencing etc. in Location OBRD of Mahanadi Basin in Kosida village area under Balikuda Tahasil, Jagatsinghpur District, Odisha"

Sl. No	Description of Items	Estimated Quantity (x)	Unit	Unit Rate (Rs.) (y)	Total Amount (Rs.) (x * y)
SECTION A – CONSTRUCTION OF DRILLING PLINTH					
10	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.	33,900	M2		
20	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.	4,595.750	M3		
30	Filling and forming bund using available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	3,852.000	M3		
40	Removal of unserviceable/excess soil including excavation, loading and disposal upto 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per clause 305.	743.750	M3		

50	Forming embankment/Periphery bund with borrowed useful earth from outside road boundary by mechanical means upto SDR with all leads and lifts including pre-watering of soil at borrow area, removal of top soil, excavation of soils at borrowed area, conveyance of soil, depositing the soil on the embankment, spreading soil, breaking clods, sectioning, grading and consolidation with 8 to 10 Tonnes Vibratory Road Roller @ OMC to meet requirement of table 300-2 of MoRT&H, including all hire and operational charges of T&P , complete for finished item of work as per MoRT&H specification 305 (5th revision) (Payment will be made based on level for finished item of work).	14,433.000	M3		
60	Construction of embankment with filling sand not exceeding 300 mm laid in layers including transportation of material from quarry, spreading in even, watering and compacting with vibratory road roller, all complete as per clause 313.	9,474.000	M3		
70	Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per clause 401	3,150.750	M3		
80	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver in sub- base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density.	3,150.750	M3		
90	Providing Vibrated Cement Concrete (1:3:6) mix using 40mm size HBG crushed stone aggregate and fine aggregate conforming to table 1000-2 of MoRT&H including cost, conveyance of all materials to site and labour charges, centering, machine mixing, laying, Vibrating, curing etc., including all other incidental and operational charges of all T&P etc., complete for finished item of work as per MoRT&H specification 1500,1700, 2100 (5th Revision) and as	29.330	M3		

	directed by the Engineer-in-Charge for foundation.				
100	Vibrated reinforced cement concrete M 20 grade using 20mm & 10mm HBG crushed stone aggregate (Coarse aggregate conforming to table 1000-1 and fine aggregate conforming to table 1000-2) including cost, conveyance of all materials to site and labour charges, centering, machine mixing, laying, vibrating, curing etc., including other incidental hire and operational charges of all T&P as per approved drawings and as directed during execution but excluding cost of steel and its fabrication charges for finished item as per MoRT&H specification 1500,1600,1700 & 2200 (4th revision) and as directed by the Engineer-in-Charge for (Sub-structure).	2.460	M3		
110	Providing TMT bars (Fe-500) of different diameters, wrought and put up bars of all diameters including cost and conveyance of steel to site and all labour charges for fabrication of reinforcement including cutting, bending, binding rods, tying grills, placing them in position etc., complete including cost and conveyance of binding wire and all handling charges and operational charges etc., and including over lapping welding if required etc., complete for all R.C.C items for finished item of work as per standard drawings, as per the directions of the Engineer-in-Charge and as per MoRT&H specification 1600 & 2200 (5th revision) and as per I.S.1786 of 1985 for Sub structure of R.C.C items.	0.101	MT		
120	Supplying and fixing galvanised steel barbed wire (IS : 278-1962 Type I) weighing 9.38 Kg per 100 metres (min.), Straining and fixing to any type of standard, rails, straining bolts, including securing with and provision of galvanised mild steel wire, stapples or steel pins, etc., as directed (Posts and struts of wood, concrete, steel, etc. and straining bolts shall be paid for separately).	12,204	M		
130	Engaging Diesel Engine Pump 2 to 5 HP capacity for lifting of water and draining into approved source as directed by EIC including hire, operational, fuel, lubricant charges of pump and operator, Complete.	120	H		

140	Providing and placing in position finished size & shape Laminated high density polyethylene HDPE of mass 300 GSM , woven fabric, Geo-membrane including loading, transportation, unloading and laying and fusion welding joints with heat welding machine confirming to detailed specification given in Part-III of special conditions of contract.	6,750	M2		
150	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete:300 mm dia. R.C.C. pipe.	40	M		
160	Steel work for Entrance & Exit gates in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes.	497.340	KG		
170	Providing and laying sand bags in stipulated places as instructed.	350	EA		
180	Felling trees of the girth (measured at a height of 1 m above ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material. Beyond 30 cm girth upto and including 60 cm girth.	10	EA		
190	Supplying of Placing in position of precast RCC fencing poles of dimension 100 x 100 mm and length 3.0 mts with 8mm dia 4 no.s main reinforcemnt and stirrups of 18 no.s. Cost includes all material, manpower, shuttering and transport to site etc complete as directed by EIC. Except earthwork excavtion and concrete grouting which will be paid seperately.	300	NO		
SECTION B - CONSTRUCTION OF APPROACH ROAD TO PLINTH.					
10	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.	6,600	M2		

20	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.	65.400	M3		
30	Forming embankment/Periphery bund with borrowed useful earth from outside road boundary by mechanical means upto SDR with all leads and lifts including pre-watering of soil at borrow area, removal of top soil, excavation of soils at borrowed area, conveyance of soil, depositing the soil on the embankment, spreading soil, breaking clods, sectioning, grading and consolidation with 8 to 10 Tonnes Vibratory Road Roller @ OMC to meet requirement of table 300-2 of MoRT&H, including all hire and operational charges of T&P , complete for finished item of work as per MoRT&H specification 305 (5th revision) (Payment will be made based on level for finished item of work).	3,890.000	M3		
40	Construction of embankment with filling sand not exceeding 300 mm laid in layers including transportation of material from quarry, spreading in even, watering and compacting with vibratory road roller, all complete as per clause 313.	1,827.500	M3		
50	Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per clause 401	600.750	M3		
60	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver in sub- base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density.	600.750	M3		

70	Vibrated reinforced cement concrete M 20 grade using 20mm & 10mm HBG crushed stone aggregate (Coarse aggregate conforming to table 1000-1 and fine aggregate conforming to table 1000-2) including cost, conveyance of all materials to site and labour charges, centering, machine mixing, laying, vibrating, curing etc., including other incidental hire and operational charges of all T&P as per approved drawings and as directed during execution but excluding cost of steel and its fabrication charges for finished item as per MoRT&H specification 1500,1600,1700 & 2200 (4th revision) and as directed by the Engineer-in-Charge for (Sub-structure).	55.200	M3		
80	Providing TMT bars (Fe-500) of different diameters, wrought and put up bars of all diameters including cost and conveyance of steel to site and all labour charges for fabrication of reinforcement including cutting, bending, binding rods, tying grills, placing them in position etc., complete including cost and conveyance of binding wire and all handling charges and operational charges etc., and including over lapping welding if required etc., complete for all R.C.C items for finished item of work as per standard drawings, as per the directions of the Engineer-in-Charge and as per MoRT&H specification 1600 & 2200 (5th revision) and as per I.S.1786 of 1985 for Sub structure of R.C.C items.	3.610	MT		
90	Providing Vibrated Cement Concrete (1:3:6) mix using 40mm size HBG crushed stone aggregate and fine aggregate conforming to table 1000-2 of MoRT&H including cost, conveyance of all materials to site and labour charges, centering, machine mixing, laying, Vibrating, curing etc., including all other incidental and operational charges of all T&P etc., complete for finished item of work as per MoRT&H specification 1500,1700, 2100 (5th Revision) and as directed by the Engineer-in-Charge for foundation.	7.600	M3		
100	Providing and laying non-pressure NP-3 class (Medium duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete. For 450mm dia	60	M		

110	Providing and laying non-pressure NP-4 class (Heavy duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete. For 1000mm dia	20	M		

Notes:

(i) Bidder must include all machinery, labour, supervision, materials, insurance, profit, taxes and duties, together with all general risks, liabilities in their quoted rates including PF.

(ii) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. The Rates / amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately. Bidders are to quote applicable GST rate considering clause No. 14 of PART-I.

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

(iv) The quantities assumed above are only for evaluation purpose however, payment will be made on actual Work done during the currency of the Contract.

(v) Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e., considering total quoted price for all services including GST (CGST & SGST/UTGST or IGST). In the event of mismatch between quoted GST rate and GST amount, the percentage rate quoted will be treated as correct and amount will be adjusted accordingly. Likewise, any calculations errors in arriving at the total Contract cost including GST for bid comparison will be rectified considering the quoted Unit Rates as correct.

(vi) Company reserves the right to increase / decrease the quantities of any item or delete any particular item(s) from the scope of Work at the time of award of Contract. If any bidder does not accept such deletion / modification to scope of Work their bid will be rejected and the bidder will be debarred from future tendering.

(vii) Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of Contract on that bidder, taxes mentioned by OIL in the Contract will be binding on the bidder.

(viii) In the event of mismatch in Schedule of Quantities/Units/Specifications between the Price Bid submitted by Bidder in e-portal with the one supplied by OIL with Tender, then the Bid submitted by the party will be straightaway rejected.

END OF PART – II

PART-III

SCOPE, SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK AND BRIEF SPECIFICATIONS:

Brief specifications are given here under for general guidance purpose of the tenderers. The job scope includes construction of approach road, construction of plinth, road over plinth effluent pits, retainer pits and barbed wire fencing as per detailed drawings and layout drawings and all other activities as spelt out in the detailed drawings and specifications. It shall be 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 other taxes, levies and royalty etc. but exclusive of applicable GST(extra on OIL account). 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 also any other works necessary to complete the job though especially not covered in the scope of work.

In general, the scope of work covers the following but not limited to:

(i) Construction of Plinth and Approach Road by supplying, laying and compaction of earth / sand / granular materials etc. as specified for raising level of approach roads, plinths, hard-standing area etc.
(ii) Construction of Effluent pits.
(iii) Supplying and Laying 300GSM Laminated High Density Polyethylene (HDPE) woven fabric (geo-membrane) for disposal of drilling effluent in the effluent pits.
(iv) Providing and fixing barbed wire fence around the locations.
(v) Providing and Fixing MS steel gates/frames made of Angles, Flats, Channels etc.
(vi) Providing and laying RCC /Hume pipes for drainage/culverts.

Generally, following nature of work covers the following but not limited to:

A. CPWD/MoRTH/BIS specifications as referred in the BOQ(Part-II of the tender) will be followed for all works.
B. Jungle cutting and removal of rubbish outside the periphery of the area.
C. Supplying, laying and compaction of earth / sand /granular materials etc. as specified for raising level of approach roads, plinths, hard-standing area etc.
D. Earth Work in Excavation/filling/backfilling.
E. Providing and laying P.C.C. in foundation bed as per instruction.
F. Providing and laying R.C.C. at specified proportion mix including the cost of centering & shuttering.
G. Providing, cutting, bending and placing of steel TMT reinforcement bars for RCC works as per instruction during the course of execution.
H. Providing and fixing formworks for concrete.
I. Construction of Effluent pits and Garland bund.
J. Supplying and Laying 300GSM Laminated High Density Polyethylene (HDPE) woven fabric (geo-membrane) for disposal of drilling effluent in the effluent pits.
K. Providing and fixing barbed wire fence around the locations.
L. Providing and laying RCC /Hume pipes for drainage/culverts.
M. Providing and Fixing MS steel gates/frames made of Angles, Flats, Channels etc.

N. Supplying services of tractor trolley with levelling blades and other attachments for grading works.

O. Providing equivalent man-days for miscellaneous jobs not measurable in specific items.

The above items are indicative for the purpose of assessing bidding rates. The actual jobs scope may be extended to any civil engineering related works including petty jobs as and when required.

2.0 SITE CLEARANCE:

Felling of trees, uprooting tree stumps as and when required, jungle cutting, grading, dressing and levelling up to the required depth, before starting of the job and removal of all debris from the site after completion of work.

3.0 EXCAVATION:

(i) Earth work in excavation for foundation trenches of walls, column footing, plinth beam etc. including refilling the trenches after the completion of C.C. /R.C.C. /brick foundation work including bailing out of water if necessary. Trenches to be excavated to the exact length, width and depth as shown in the drawing or as may be directed by the Engineer-in-charge.

(ii) When the foundations are completed to a desired height above ground level and approved by the Engineer-in-charge the excavated space round the foundations shall be cleared of rubbish or debris and refilled to the ground level with available excavated earth, watered and well rammed in layers not more than 150mm thick.

4.0 PLAIN CEMENT CONCRETE(PCC) / REINFORCEMENT CEMENT CONCRETE(RCC):

(a) Cement concrete work to be done with 20mm graded down aggregate. All PCC work should be done in proportion of 1:3:6.

(b) All reinforcement cement concrete work to be done as directed by Engineer-In-charge with 20mm graded down aggregate. The mixing shall be done thoroughly to receive uniform mass, colour and consistency. Mixing shall be done by using appropriate capacity mixture machine as specified. The concrete shall be thoroughly compacted around the reinforcement by punning, prodding and using vibrator(if advise) during the operation of placing. Unless and until directed by engineer-in-charge all RCC work should be done in proportion of 1:1.5:3.

(c) Fine Aggregate: Sand shall conform to relevant portion of IS 515. It shall pass through an IS sieve 4.75 test sieve, leaving a residue not more than 5%. It shall be from natural source or crushed stone screening, if allowed. The sum of percentage of all deleterious materials such as dust, clay, shale, salt, loam etc. shall not exceed 5% by weight. Fine aggregate for concrete shall be graded within limits as specified in IS 383.

(d) Coarse Aggregate: It shall consist of broken stone 95% of which shall be retained on 5.75mm IS sieve. It shall conform to IS-383 and IS-515. It should be chemically inert when mixed with cement and should be fairly cubical in shape.

5.0 REINFORCEMENT:

(a) Steel reinforcement shall be Thermo-Mechanically treated bars(at the discretion of the Engineer-in-charge). All reinforcement to be supplied by the contractor after approval of the samples and relevant test report to be submitted by the contractor from the competent authority at his own cost. The reinforcement shall be placed in position and bent as per the drawings or instruction. Bars shall be fixed with 22G binding wire. The overlap jointing shall be staggered. Pre-cast block covers (1:2) cement mortar 50mm

square and of necessary thickness shall be used to keep the reinforcement bars in proper position. For the cc block no extra payment will be made. Wire for binding shall not be measured separately.
(b) The TMT bars used should conform to IS-1786-1985 of Fe-500 Grade and IS-1139-1966 or hard drawn steel wire fabric conforming to IS 1566-1967.
(c) All reinforcement shall be free from cracks, surface flows, jagged, imperfect edges, loose mill scales, rust or any other coating which may destroy or reduce bond.

6.0 PLASTERING & MORTAR:

(i) 12mm thick & 15mm thick cement plaster (1:4) on all surfaces. Surface to be plastered shall be scrubbed clean with wire brush to remove efflorescence etc. and shall be kept wet for minimum 6 hrs. before application of plaster. After completion of the work curing shall be done for a minimum of 7 days.
(ii) Cement mortar for brick work shall be (1:4) proportion.

7.0 FORM WORK:

25mm thick timber shuttering shall conform to the slope lines and dimension of concrete and RCC structure as shown in the relevant drawings. It should be of proper shape and not previously used. The form work shall be sufficiently tightened to prevent loss of slurry. A sheet of polythene to be use as applicable to prevent the same at the contractors cost for the job.

8.0 CURING:

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

9.0 WATER:

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

10.0 LAMINATED HIGH-DENSITY POLYETHYLENE (HDPE) WOVEN FABRIC (GEO-MEMBRANE):

Specification of Laminated High-Density Polyethylene (HDPE) woven fabric (geo-membrane) for disposal of drilling effluent in the effluent pits of OIL's drilling. The laminated HDPE woven fabric shall be manufactured from HDPE fabric to meet the requirement of mass 300 Grams Per Sqm (GSM) of Size 45M X 50M.

Detailed specification with Property & Requirement are as under:

(a) Mass (g/m2) : 300 (Tolerance positive +5% with zero percent negative).
(b) Dimensions : As declared +1% with no negative tolerance.
(c) Carbon black content (%) : 2.5 ± 0.5 % (Min)

(d) Breaking load on 20×10 cm (Before UV exposure): Warp way (N) : 3300 (Min) and Weft way (N) : 3000 (Min).
(e) Breaking load on 20×10 cm (After UV exposure) :- 80% of the original strength found before UV exposure.
(f) Strain at maximum load (%) : 20±5.
(g) Impact failure load, at 1524 mm drop (gram force at 50) : 1150 (Min).
(h) Tear resistance, (N) : 100 (Min)
(i) Puncture resistance (N) : 300 (Min)
(j) Bursting resistance (Ball burst), N/cm2 : 60 (Min)
(k) Seam strength, N/mm : 15 (Min)
(l) Hydrostatic resistance, Kg/cm2 : 10 (Min)

The contractor has to provide valid test certificate from a Govt. recognized Test House confirming the various parameters of the specification detailed in above table. Each lot/consignment shall be dispatched to OIL along with the satisfactory test results. Material without satisfactory test result/report shall not be accepted.

All the expenditure for laboratory test will be borne by the contractor and no extra payment will be paid.

11.0 STORAGE:

Storage of construction materials and equipment at the work site shall be at the contractor's cost and risk. Contractor will engage his own security for watch and ward of his equipment and materials etc.

12.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:

12.1 Contractor must have mixture machine and vibrator for the RCC works. The Contractor shall use pump if needed for de-watering for excavation job for which no extra payment will be made.

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

12.3 Efficient workmen to be engaged by the Contractor.

12.4 The Contractor's representative should report to Engineer-in charge on all working day's at 10.00AM for day to day instruction.

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

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

12.7 The Contractor shall obtain Labour License within fourteen (14) days of signing the contract. The Contractor will submit Labour License if they propose to engage 20 or more Contract Labour in any day during execution. If they propose to engage 19 or less Contract Labour they need to give an undertaking that they will engage 19 or less number of Labour in any day in the year during execution of Contract.

12.8 Water that may accumulate on the site during progress of the works or in trenches and excavation shall be removed from the site as per the satisfaction of the Engineer-in-charge and at the Contractor's expense.

12.9 If needed water and electricity will have to be arranged by the Contractor at his own cost. Contractor will be responsible for supply & transportation of water to Work Site in the required quantities both for construction works and drinking purpose of his workers.

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

12.11 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.

12.12 Welding and cutting sets with fuel & operator, welder, fitter etc. including supply of all necessary accessories shall be arranged by the Contractor at his cost at site for fabrication and erection work as and when required.

12.13 Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-charge.

12.14 Contractor should furnish the cube test report of RCC from govt approved laboratory. The total expenditure of the tests will be borne by the contractor.

12.15 Contractor shall furnish the necessary test certificates from Govt. Approved test laboratory for reinforcement bars and for any other materials as advised by Engineer-In-charge. Expenditure of the tests will be borne by the contractor.

12.16 If materials supplied / used by contractor is not up to the desired specification or inferior (but acceptable) in quality, payment will be made by deducting suitably as per the actual usages of materials at site by incorporating the rates of the material used.

12.17 Contractor has to obtain all necessary permissions from the Government Departments, Public/ Private or local Authorities to carry out the job and to settle local issues for successful completion of the same without any interference/hindrance.

12.18 The Contractor to sort out issues, if any, encountered from the local villagers during execution for smooth progress and completion.

12.19 Since it is time bound project, Contractor must ensure that they will be able to complete the Work within the stipulated time and be able to execute Work on shift basis at least in 2(two) shifts of 8 Hours each with adequate manpower and materials to meet the target date of completion. Moreover, all necessary arrangements including the power for light shall have to be made to work in all days including the rainy days.

12.20 Contractor will engage his own security for watch and ward of his equipment and materials etc.

12.21 The Contractor must provide experienced and qualified Supervisor for continuous and efficient supervision of works. The name of such persons shall be intimated to the Company.

12.22 Contractor must submit a detail Work program for the project to complete the Work within the allotted time.

12.23 The Contractor shall have no claim for any delay arising out of emergencies or land disputes etc. beyond the Company's control.

12.24 The rates must be valid for entire Contract period for which the Contractor shall have no objection. Otherwise, the Contract will be cancelled at the discretion of the Company (OIL).

12.25 The Company reserves the right to ask the Contractor to carry out Work more than the quantities mentioned in Part-II of the Contract at the same rates, terms and conditions to which the Contractor shall have no objection. Likewise, the quantities of Work to be executed may be reduced by the Company, to which the Contractor will have no objection. The Contractor will be paid for actual quantities of Work executed by him at the directions of the Company, and at rates agreed in the Contract

12.26 All debris, waste etc. to be cleared off and the surrounding areas to be levelled on completion of Work.

12.27 The Contractor must provide adequate tools, accessories in time for efficient execution of Work as per instruction of the Engineer.

12.28 Damages(if any) occurred in the existing approach road leading to Location OBRD, during the execution of this contract, shall be maintained by the Contractor at their own cost.

12.29 Contractor has to keep a Telephone connection/Mobile Phone connection exclusively for the Site and same should be communicated to OIL.

13.0 HSE POINTS TO BE INCORPORATED IN THE CONTRACT:

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

(ii) Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractors sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at Work.

(iii) All the safety gears mentioned above are to be provided to the working personnel before commencement of the Work.

(iv) The Contractor shall prepare written Safe Operating Procedure(SOP) for the Work to be carried out, including an assessment of risk, wherever possible and safe methods to

deal with it/them. The SOP should clearly state the risk arising to me, machineries & material from the mining operation/operations to be done by the Contractor and how it is to be managed.

(v) The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's Work.

(vi) Contractor has to ensure that all Work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For Work of a specified scope/nature, he should develop and provide to the mine owner a Site specific code of practice in line.

(vii) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's Installation Manager/Safety Officer / Engineer / Official / Supervisor/ Junior Engineer for safe operation.

(viii) 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.

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

(x) The Contractor shall have to report all incidents to the Installation Manager / departmental representative of the concerned department of OIL.

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

(xii) If the Company arranges any safety class / training for the working personnel at Site (Company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

(xiii) To arrange daily tool box meeting and regular Site safety meetings and maintain records.

(xiv) A Contractor employee must, while at Work, take reasonable care for the health and safety of people who are at the employee's place of Work and who may be affected by the employee's act or omissions at Work.

(xv) A Contractor employee must, while at Work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

(xvi) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

(xvii) In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the

requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.

(xviii) 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.

(xix) The Contractor should prevent the frequent change of his contractual employees as far as practicable.

(xx) 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.

Note:-
a) No road closure will be provided during execution of the job.
b) The contractor should submit the work program in form of a bar chart within 7days of receipt of work order.
c) All materials supplied by the contractor must be approved by Engineer In-charge and necessary Test certificate from competent authority for steel supply by the contractor will have to be produced by contractor as required by the Engineer In-charge.

14.0 List of Materials & Equipment's to be supplied by Contractor:
All the materials, plants and equipment required for successful completion of job will be supplied by the Contractor. For smooth & timely execution of Work, the Contractor have to deploy the requisite Equipment but not limited to the following:

1. Smooth wheeled and Vibratory Road roller 8-10 MT capacity.
2. Skilled and unskilled labour.
3. Black smith, welding set.
4. Excavator with concrete breaker.
5. Back hoe loader (JCB) / excavator for loading.
6. Hydraulic tipper / Dumper for carriage of construction materials.
7. Adequate quantity of steel plate shuttering & scaffolding /suitable staging material.
8. Water tankers.
9. DG Sets.
10. Concrete Mixer machine & Concrete Vibrators.

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

16.0 HINDRANCE REGISTER: 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.

17.0 Company reserves the right to initiate actions against the bidder / Contractor during processing of tender and / or during continuation of the Contract as per Company's Banning Policy (revised on 17.03.2023) available at OIL's website.

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

19.0 Abnormally high unit rates/abnormally low unit rates (AHR/ALR items):

Against tender for item-rate contracts where the quoted rate is above (+)/below (-) 50%(Fifty Percent) of Company's estimated rate, such items quoted by the successful bidder shall be considered as Abnormally High Rate/Abnormally Low Rate (AHR/ALR) items. Company reserves the right to negotiate rates of all such AHR items, in addition to any other items of the tender as may be considered appropriate, before award of contract. Also, the successful bidder shall provide the analysis of rates quoted for AHR/ALR items to justify the reasonability, if requested by Company. Bidder shall confirm acceptance to the reduced item rates agreed during negotiation and payment shall be based on the agreed rates.

The Contractor shall obtain prior permission from Company's Engineer in-charge/ Project Manager (Company's designated officer for job supervision during execution) before executing any quantity in excess, in case the quantities against such AHR items exceed the specified quantities provisioned in the Scheduled of Rate (SOR)/Bill of Quantity (BOQ).

Payment of AHR items in excess of quantities stipulated in SOR/BOQ shall be made at the least/lowest of the following rates:

(a) Rates as per SOR (quoted/agreed by the contractor)

(b) Rate of the item which shall be derived as follows:

(i) Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

(ii) In case above rates are not available in the contract, rates will be calculated based on prevailing schedule of Rates of C.P.W.D/market rates of machine, materials and labour plus 15% (max) to cover contractor's supervision, profit, overhead & other expenses.

Components of machine, material and labour etc. shall be considered as per rate Analysis of MoRTH/ DAR of C.P.W.D.

END OF PART – III

PART – IV

(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 EQUIPMENTS FOR USE IN THE EXECUTION OF WORK.

SL No.	Description	Remarks
(a)	Materials	Nil
(b)	Plants and Equipment	Nil
(c)	Working Drawings	Nil

END OF PART – IV

PART – V

BID EVALUATION CRITERIA

1.0 GENERAL CONFORMITY: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno- commercial Bid.

2.0 TECHNICAL CRITERIA:

(a) The bidder must have successfully executed/completed Similar Works over the last 7 (seven) years reckoned from the Original Bid Closing Date in Central/State Government/ PSUs/ Nationalised Banks/ Public Limited Company as under -

1. One similar completed work costing not less than the amount equal to Rs. 3,89,98,940.00

OR

2. Two similar completed works each costing not less than the amount equal to Rs. 2,43,74,338.00

OR

3. Three similar completed works each costing not less than the amount equal to Rs. 1,94,99,470.00

(b) For proof of requisite experience of Similar work, Job Completion Certificate clearly mentioning Gross value of job done, Nature of works, Contracts period/ Contract Start and Completion date issued by Central/State Government/ PSUs/ Nationalised Banks/ Public Limited Company must be submitted along with the bid.

(c) Similar work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

(d) Firms who have successfully executed and completed Similar work with Oil India Limited(over the last 7 (seven) years reckoned from the Original Bid Closing Date) need not submit any documentary evidence. However, they shall give details of such executed works with Contract number along with the bid.

(e) Firms who have ongoing Similar work with value of work done(before the Original Bid Closing Date) more than the requisite values as per Point: (a) of Technical Criteria above will be considered for bid evaluation. However, documentary evidence need to be submitted along with the bid.

(f) Bidders with poor performance while executing work at Mahanadi Basin Project, Oil India Limited will not be considered for bid evaluation.

Notes for Technical criteria:

(i) "Similar work" mentioned above in Technical criteria means the following:
"Construction of Drilling Location / Restoration of Drilling Location / Construction of Road".

2.0 FINANCIAL CRITERIA:

(a) Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs. 2,43,74,338.00

(b) Net worth of bidder must be positive for the financial / accounting year preceding original Bid Closing Date.

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

NOTE:

(a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Annexure.

OR

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

(b) Mention of UDIN (Unique Document Identification Number) is mandatory for all certificates, tax audit reports etc. issued by Chartered Accountant as per the notifications issued by the Institutes of Chartered Accountant of India (ICAI).

(c) In case the bidder is Central Govt. organization/ PSU/ State Govt. organization/ Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder has to provide documentary evidence for the same.

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 Bids shall be submitted under Single stage Two Bid system i.e., Technical Bid and Priced Bid separately in the OIL's e-Tender portal within the Bid closing date & Time stipulated in the e-tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per "Price Bidding Format" uploaded in the "Notes & Attachments" Tab in the main bidding engine of OIL's e-tender portal**. Bids shall be rejected outright if the prices are indicated in the technical bids.** Bids not conforming to this two-bid system shall be rejected outright.

4.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.

4.3 Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.

4.4 Bidders shall furnish "Bid Security" for the amount as specified in Forwarding Letter. Any bid not accompanied by Bid Security (or requisite documents confirming exemption from bid security submission in case of eligible vendor) will be rejected.

4.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

4.6 Bids submitted after the Bid Closing Date and Time will be rejected.

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

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

4.9 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

4.10 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initiated by the person or persons who has / have digitally signed the Bid.

4.11 Any Bid containing false statement will be rejected.

4.12 Bidders shall quote their rates against individual items. The rates quoted shall be in figures up to two decimal places only.

4.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.

4.14 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

a) Bid Security Clause
b) Performance Security Clause.
c) Force Majeure Clause.

d) Tax Liabilities Clause.
e) Arbitration Clause.
f) Jurisdiction and Applicable Law Clause.
g) Liquidated damages clause.
h) Safety & Labour Laws.
i) Termination Clause.
j) Integrity Pact

4.15 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

5.0 PRICE EVALUATION CRITERIA:

5.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

5.2 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

5.3 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

5.4 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.

5.5 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

5.6 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

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

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

5.9 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including quoted GST (CGST & SGST/UTGST or IGST).

5.10 Price Evaluation of the qualified bids will be done separately on the basis of rates quoted by the bidder as per PROFORMA-B.

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

5.12 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

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

6.0 GENERAL:

6.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be 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.

6.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

6.4 Bidder(s) must note that requisite information(s)/financial values etc. as

required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

7.0 COMPLIANCE OF THE COMPETITION ACT, 2002:

The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

END OF PART – V

ANNEXURE-A

OIL INDIA LIMITED
(A Govt. of India Enterprise)

ED-(OFFSHORE) OALP,MBP,KG,DSF
OIL INDIA LIMITED, BHUBANESWAR

Sub: Safety Measures against Contract no.

Description of Work / Services: _____

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 has been explained to us by the concerned authorities. We also give the following assurances.

a) Only experience and competent persons shall be engaged by us for carrying out our Work under the same Contract.

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

i) _____
ii)_____
iii)_____

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

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

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

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

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

Yours faithfully,

_____
For & On Behalf of Contractor

Seal: _____
Date: _____

FORM OF PERFORMANCE BANK GUARANTEE

To,
M/s. OIL INDIA LIMITED,
Mahanadi Basin Project, Bhubaneswar

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

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

AND WHEREAS, we **(Name of Bank)** _____of (Name of country) _____having our registered office at_____(hereinafter called "the Bank") have agreed to give the Contractor such a Bank Guarantee.

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

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

This guarantee is valid until the _____day of _____.

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

A. Issuing Bank:
   BANK FAX NO:
   BANK EMAIL ID:
   BANK TELEPHONE NO.:
   IFSC CODE OF THE BANK:

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____
Name of Bank: _____
Address: _____

Witness: _____
Address: _____

Date: _____
Place: _____

INTEGRITY PACT

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

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **CBI3060P27.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

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

Section: 1 - Commitments of the Principal

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.

(iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder

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

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

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

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

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

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

(3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process, for such reason.

1) If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

2) The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3) If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4) A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

5) Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

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

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

Section 5 -Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

(1) The Principal will enter into Pacts on identical terms with all bidders.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access

to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section:10 -Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

Sd/-

Debasis Mishra
Sr. Manager (C&P)
For the Principal

Date: 15.10.2026
Place: Bhubaneswar

……
For the Bidder/Contractor

Witness 1: ….....

Witness 2: ….....

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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-E

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: CBI3060P27

To,

Oil India Limited
Mahanadi Basin Project,
Bhubaneswar, Odisha

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:
Designation:
Phone No.:
Place:
Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE–F

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

[TO BE ISSUED BY PRACTICING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD]

TO BE ISSUED BY PRACTICING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to ……. **(as the case may be)** are correct.

YEAR	**TURN OVER** In INR (Rs.) Crores	**NET WORTH** In INR (Rs.) Crores

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

ANNEXURE– G

TO BE EXECUTED ON THE OFFICIAL LETTER HEAD OF THE BIDDER BY THE AUTHORIZED SIGNATORY OF THE BIDDER

Certificate of compliance of Financial Criteria in respect of Tender No. CBI3060P27

I, ……..……. the authorized signatory(s) of …… (Bidder's/ Firm's name) do hereby solemnly affirm and declare as under:-

The Balance Sheet/Financial Statements for the financial year 2023-2024 has actually not been audited as on the Original Bid closing Date.

Yours faithfully,

For (Name of the firm _____)

Signature of the authorized signatory

Name of bidder/ firm: ……..

Designation:

Place: ……

Date: ……

(Affix Seal of the Organization here)

Note to bidders: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e., if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date. In case of extension of due date for Tax Audit for the preceding financial/ accounting year, the Undertaking shall be applicable only if the original bid closing date falls within the extended period.

ANNEXURE– H

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No. Bank Guarantee No.

To,
Oil India Limited
Mahanadi Basin Project,
Bhubaneswar, Odisha

WHERAS, (Name of Bidder) …… (hereinafter called "the Bidder") has submitted their Bid No. …… dated ……for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, MB Project, Bhubaneswar (hereinafter called the "Company")'s IFB No……

KNOW ALL MEN by these presents that we, (Name of Bank) …… having our registered office at …… (hereinafter called "the Bank") are bound unto the Company in the sum of (……)* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid within its original / extended validity; or
2. The Bidder modifies/revises their bid suo moto; or
3. The Bidder does not accept the Contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/Contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable/email), without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the bank not later than the above date.
SEALED with the common seal of the said Bank this ……. Day of ……, 2023.

SIGNATURE AND SEAL OF THE GUARANTOR…….
Name of Bank & Address…….
Witness ……..
Address…….

(Signature, Name and Address)
Date……
Place……

▪ The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.

▪ The Date of Expiry of Bank Guarantee should be 150 days after the bid closing date as stated in the tender document

The details of the issuing bank and controlling bank are as under:

A. **Issuing Bank**
1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B. **Controlling Office**

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

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COMMERCIAL CHECK LIST

Bidder's Name:_____

SUB: IFB No. CBI3060P27 for Construction of Plinth, Approach Road to plinth, Road over Plinth, Effluent pits, Garland bund and boundary fencing etc. in Location OBRD of Mahanadi Basin in Kosida village area under Balikuda Tahasil, Jagatsinghpur District, Odisha

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

Sl. No.	Description	Bidder's Confirmation
1.	**Bidder's name, address, Contact No. and E-mail ID of authorized Person**	
2.	Confirm that no deviations to Terms & Conditions as specified in the Tender is taken.	
3.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
4.	Confirm to **Submit PBG** as per Tender requirement	
5.	Confirm that the offer shall remain valid for acceptance up to **hundred and twenty (120) days** from final Bid Due Date/Date of opening of bids.	
6.	Whether **Mobilization period** of Contract is complied?	
7.	Whether **Integrity Pact** Submitted?	
8.	Confirm that currency of quoted prices is Indian Rupees.	
9.	Confirm that quoted prices shall remain firm and fixed until completion of the Contract.	
10.	Confirm that you have submitted **all documents** as mentioned in the Tender/Annexures.	
11.	Confirm acceptance to **all terms & conditions** of the Tender.	

12.	Confirm that all correspondence must be in English Language only.	
13.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
14.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
15.	Please indicate the following: PAN No. GST Regn. No. MSME Registration No. (if any)	

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

Signature _____

Name _____

Designation _____

Office Stamp _____

*****END OF TENDER DOCUMENT*****