OIL INDIA LIMITED **(A Govt. of India Enterprise)** **P.O. DULIAJAN, DIST** **DIBRUGARH** **ASSAM, INDIA, PIN-786602**	**CONTRACTS DEPARTMENT** **TEL: 0374-2800548** **E-mail: *contracts@oilindia.in*** **Website: www.oil-india.com** **FAX: 0374-2803549**

FORWARDING LETTER

Sub: IFB No. CDC2446P27 –"Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials"**.**

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under **OPEN E-TENDER SINGLE-STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for **'Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials.'** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	**CDC2446P27**
(ii)	Type of Bid	:	**Open Indigenous E-Tender, Single-Stage Two Bid System**
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified bidders nearer the time.

(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	120 days from date of Bid Closing. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	**14 (Fourteen) days** from Signing of the Contract
(x)	Bid Security/EMD Amount	:	**₹ 16,54,000.00** (Rupees Sixteen Lakh Fifty-Four Thousand) only. **Refer Clause No. 9.0 of Instruction to Bidder (ITB)**
(xi)	Bid Security/EMD Validity	:	As mentioned in the E-procurement portal. (Minimum **165** days from original bid closing date).
(xii)	Original Bid Security to be submitted	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xiii)	Amount of Performance Security	:	10 % of Contract cost. (Out of which 2.5% to be submitted as Performance security Deposit and 7.5% shall be kept as retention money from running bill) **Refer Clause No. 24.0** of Instruction to Bidder (ITB)
(xiv)	Defect Liability Period		**12 (Twelve) months** from the date of handover as accepted and certified by OIL.
(xv)	Validity of Performance Security	:	**03 (three) months** beyond the defect liability period.
(xvi)	Location of job		Duliajan, Assam
(xvii)	Duration of the Contract	:	The duration of the contract shall be for a period of **90 weeks including Sundays and Holidays** except National holidays

			issued by Govt. of India (e.g. Republic Day, Independence Day and Gandhi Jayanti). Contract period will start after the end of stipulated period allowed for submission of LCA
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	**Refer Clause No. 30** of General Conditions of Contract (GCC) and clause no **15.1** of Special Condition of Contract (SCC).
(xix)	Bids to be addressed to	:	CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xx)	Pre-Bid conference	:	Tentative Date: **24.08.2026** Location: **Duliajan, Dist.Dibrugarh, Assam** Time: Will be intimated to the bidders nearer the time
(xxi)	Deadline for Bid Query	:	**12 (Twelve) days from the date of publishing this tender i.e. within 21.08.2026.** Bidders must submit any clarification/ Queries relevant to the tender, if any, within this stipulated time. Company will not be liable to respond to any such clarifications/queries received after the stipulated deadline. Queries to be sent on the email ID: biku.mazumder@oilindia.in Or Contracts@oilindia.in
(xxii)	Whether tendered quantities are splitable	:	No
(xxiii)	**Extension of Bid Closing Date**	:	The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.
(xxiv)	**Submission of Check list**	:	**Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC** and other relevant technical criteria along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated

			deadline will render the bid liable for rejection and will not be considered for further evaluation.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

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

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

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

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.

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

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

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

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

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

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration / incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of

User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

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

3.4 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).

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. In the event of withdrawal of any bid within validity period, Oil India Limited will suspend the bidder for a period of two years without conducting any enquiry.

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

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

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

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

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

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

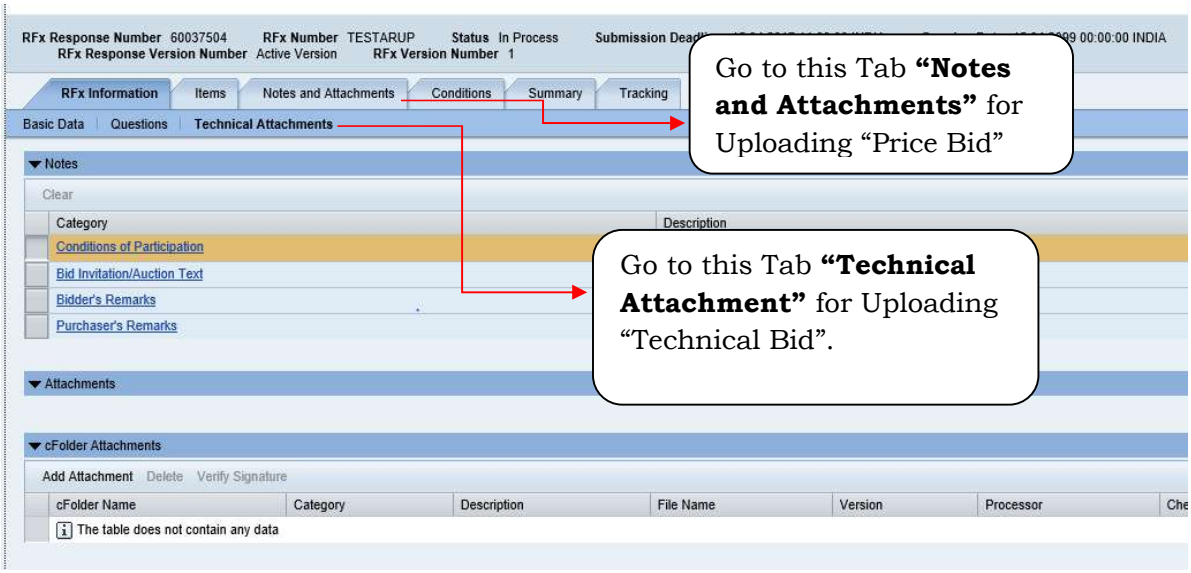
8.4 In case of Co-Operative Societies, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from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

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

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

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

9.0 SCREEN SHOTS



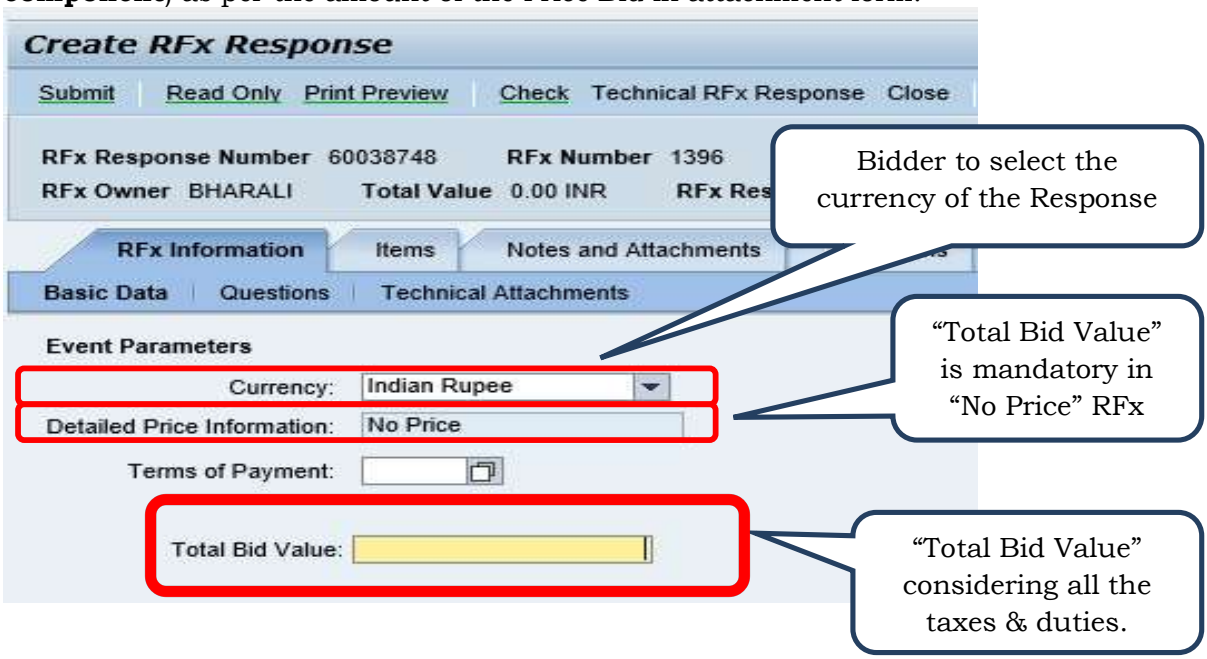
On "**EDIT**" Mode, bidders are advised to upload "**Technical Bid**" and "**Priced Bid**" in the respective places as indicated above:

Note:

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

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

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



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

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the "Price bidding Format".

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

12.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under **Clause 2.0 (xiii)** above and as indicated under **Para 24.0 of ITB / 10 of GCC** before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

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

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

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender / contract.

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

18.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

18.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

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

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

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation:

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

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

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

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

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

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

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

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

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

18.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 18.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

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

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(BIKU KUMAR MAZUMDER)
CIVIL ENGINEER-CONTRACTS
For **CE-CIVIL (CONTRACTS) (SH)**
For **CGM-CONTRACTS (HoD)**
For **RESIDENT CHIEF EXECUTIVE**

Date: 10.08.2026

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC) of the tender document.

1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BID DOCUMENTS:

2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

i. A Tender Forwarding Letter.
ii. Instructions to Bidders (ITB)
iii. Bid Evaluation Criteria (BEC)
iv. General Conditions of Contract (GCC): PART-I
v. Schedule of Work, Unit & Quantity (SOQ): PART-II
vi. Special Conditions of Contract (SCC) : PART-III
vii. Schedule of Company's Plants, Materials and Equipment (SCPME): PART-IV **[Not applicable for this Tender]**
viii. Safety Measures (SM): PART–V
ix. Integrity Pact (IP): PART-VI
x. PROFORMAS
xi. Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)
xii. Technical Evaluation Sheet for BEC & others
xiii. Commercial check List

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

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

4.0 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 PREPARATION OF BIDS:

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

5.2 Bidder's / Agent's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

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

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

a) Complete technical details of the services offered.
b) Documentary evidence established in accordance with Clause No. 8.0.
c) Bid Security (scanned) in accordance with Clause No. 9.0 hereunder. Original Bid Security should sent as per Clause No. 9.2 (c) below.
d) Bid Form as per **PROFORMA-I**.
e) Statement of Non-compliance as per **PROFORMA–II**.
f) Integrity Pact, digitally signed by OIL's competent personnel as **PART-VI**.
g) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: **No price should be mentioned in the Technical Bid being uploaded in "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be rejected straightway.**

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

Note: The Price Bid Format containing the prices along with the currency quoted and any other commercial information pertaining to the service offered.

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

7.0 BID PRICE:

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

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

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax, etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. For example, personal taxes and / or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BEC of the tender documents.

9.0 BID SECURITY

9.1 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 9.8.

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

a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-VI**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **PROFORMA-XII**) must also be submitted along with the scanned copy of BG in the technical bid.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for a minimum of **165 (One Hundred Sixty-Five) days** from the original date of bid closing.

b. Alternately Bid Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / Insurance Surety Bond/NEFT / RTGS /Insurance surety bond/ Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.

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

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

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

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

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

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

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab & Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank

10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes bank
17	IDFC First Bank		

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
A	Name	OIL INDIA LIMITED
B	PAN	AAAC02352C
C	Date of Incorporation	18-02-1959
D	Email ID	gyan_saha@oilindia.in
E	Mobile No	9414030279
F	Local Address	Duliajan, Dibrugarh, Assam- 786602
G	Registered Address	Duliajan, Dibrugarh, Assam- 786602

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

e. Submission of Bid Security in the form of Insurance Surety Bond: In case the Bid Security is submitted in the form of Insurance Surety Bond (as per **ANNEXURE-XXII**) then the following instructions are to be followed:

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

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

iii. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the

Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

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

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

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

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

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

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

g. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 9.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

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

Note:

i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 10.0** below along with technical bid.

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

9.3 Any bid not secured in accordance with sub-clause 9.2 above shall be rejected by the Company as non-responsive.

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

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

9.6 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 No. 24.0 below is furnished.

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

9.8 The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original / extended validity.
b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.
c. If the bidder does not accept the contract.
d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

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

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

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

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

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

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

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

Bank Details of Beneficiary		
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602

D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company Name	Oil India Limited
H	SWIFT Code	ICICINBBXXX

10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid Security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below. However, such bidders must submit the bid security declaration as per format enclosed in the tender.

a. **Govt. Department & Public Sector Undertaking (PSUs)** are exempted from submission of bid security.

Note:

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

ii. The Purchase Preference Policy for MSE bidders shall not be applicable in this tender.

11.0 PERIOD OF VALIDITY OF BIDS

11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Bid Closing Date.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12.0 SIGNING & SUBMISSION OF BIDS:

12.1 Signing of bids:

12.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

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

12.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The Letter of Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.

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

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

12.2 Submission of bids:

The tender is processed under **Single Stage Two-Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

a) Printed catalogue and literature if called for in the bid document.
b) Any other document required to be submitted in original as per bid document.

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

12.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **PROFORMA-II** of the bid document and the same should be uploaded along with the Technical Bid.

12.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.

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

13.0 DEADLINE FOR SUBMISSION OF BIDS:

13.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

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

13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

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

15.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval by a Bidder shall be debarred from participation in future tenders of OIL.

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

17.0 BID OPENING AND EVALUATION:

17.1 Company will open the Bids, including submission made pursuant to Clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

17.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

17.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

17.4 Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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

17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

17.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

17.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

18.0 OPENING OF PRICED BIDS:

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

18.2 In case of two-bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.

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

18.4 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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.

19.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BEC of the Tender Documents.

19.1 Discounts / rebates:

19.1.1 Unconditional discounts / rebates, if any, given in the bid will be considered for evaluation.

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

20.0 CONTACTING THE COMPANY:

20.1 Except as otherwise provided in **Clause 17.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 17.6.

20.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

21.0 AWARD OF CONTRACT:

21.1 **Award criteria:** The Company will award the Contract to the successful Bidder as per the evaluation criteria mentioned under BEC-BRC of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

23.0 NOTIFICATION OF AWARD:

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

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

23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un-successful Bidder.

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

24.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-VII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **PROFORMA-XII**) must also be submitted along with the original BG.

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

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

ii. Performance Security amount through NEFT or RTGS mode may be deposited in the following designated OIL's bank account:

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

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

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

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

Sl.	**Bank Name**	**Sl.**	**Bank Name**

No.		No.	
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab & Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes bank
17	IDFC First Bank		

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
A	Name	OIL INDIA LIMITED
B	PAN	AAAC02352C
C	Date of Incorporation	18-02-1959
D	Email ID	gyan_saha@oilindia.in
E	Mobile No	9414030279
F	Local Address	Duliajan, Dibrugarh, Assam- 786602
G	Registered Address	Duliajan, Dibrugarh, Assam- 786602

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

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

FD No.	Issue Date	Maturity Date	FD Amount	Beneficiary/ Contractor Name	Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal/Auto closure)	Remarks (if any) of the issuing Bank

f. In case the Performance Security is submitted in the form of Insurance Surety Bond (as per **Annexure-XXIII**) then the following instructions are to be followed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24.5 The Performance Security Deposit will be refunded to the Contractor after **90 (Ninety) days** of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

25.0 SIGNING OF CONTRACT:

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

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

25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. In case the Bidder fails to sign the contract or submit the Performance Security within the stipulated time as defined in the tender document, Oil India Limited will suspend the Bidder for a period of two years without conducting any enquiry.

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

27.0 MOBILIZATION AND ADVANCE PAYMENT:

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

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

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

28.0 GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

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

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

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

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

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

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

28.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

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

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

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

29.0 INTEGRITY PACT:

29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **PART-VI** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

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

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

29.4 OIL has appointed Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, Dr. Ved Prakash, ITS (Retd.) and Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

a. Shri Radhakrishna Kini A, IPS (Retd.), Ramjaipal nagar Gola Road PS, Rupaspur, Patna - 801503
E-mail ID: arvkini2004@yahoo.co.in & arvkini2004@gmail.com

b. Dr. Ved Prakash, ITS (Retd.)
E-mail ID:ved60prakash@gmail.com

c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India
E-Mail ID: ams057@gmail.com

30.0 LOCAL CONDITIONS:

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions,

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

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

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BID EVALUATION CRITERIA (BEC)

BID EVALUATION CRITERIA (BEC):

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

1.0 ELIGIBILITY CRITERIA:

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

Submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

Calculation of Local content for the offered services is in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

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

(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder),** without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.

(b) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 Experience: The bidder must have successfully executed/completed similar works against tender over the last 7 (seven) years reckoned from the Original Bid Closing

date in Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company of minimum value of either of the following:

One similar work of value= **₹ 6,61,45,000.00**
Or
Two similar works of value= **₹ 4,13,41,000.00** each
Or
Three similar works of value= **₹ 3,30,73,000.00** each

Notes to BEC Clause No. 2.1

i) **'SIMILAR WORK'** mentioned above means experience in **"Construction of Pre-Engineered Building (PEB) including related civil and internal electrification work or Construction of Pre-Engineered Building (PEB) with EOT Crane facility including related civil and internal electrification work"**

ii) For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

A. Contract document/LOA/WO showing details of work,

AND

B. Job Completion certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work.

The submitted document(s) must contain the following:

(i) Nature of job done and Work Order No. / Contract No.
(ii) Gross Value of Work Done.
(iii) Contract period/Contract start and date of completion.

iii) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e. mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 2.1 will only be treated as acceptable experience.

iv) Following work experience will also be taken into consideration:

a. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.

- In case the document submitted as per point no 2.1(i) above, are not sufficient to establish the value/quantity/period of the similar work against para iv) (a) above the shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of SIMILAR work which should be certified by the end user or a certificate issued by a practising chartered/cost Accountant Firm (With membership Number & Firm Registration Number).

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

Note to Technical Criteria:

(a) It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate.

(b) In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date.

vi) Any Bidder, if participated in the tender as Joint Venture **Or** Consortium with another party, such offers shall not be considered for evaluation.

vii) Experience of executing **'SIMILAR WORK'** through 'sub-contracting' shall not be considered for evaluation.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 2,38,86,000.00 (Rupees Two Crores Thirty-Eight Lakh Eighty-Six Thousand)** only.

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

3.2 **Net worth** of bidder must be positive for preceding financial / accounting year.

Note: **Net worth** shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Notes to BEC Clause No. 3.0

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

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

Or

(ii) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as

applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

***Note:**

- Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.
- In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that the balance sheet / Financial Statements for the financial year _____ have actually not been audited so far, as per format prescribed in **PROFORMA-X.**
3. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para **1** and **2** above.

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 Bids are to be submitted under **Single-Stage Two-Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the price Bid should contain the quoted price. **There should not be any indication of price in the Un-priced Techno-Commercial bid; otherwise, the bid shall be rejected straightway.**

4.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

Note: The breakup of the quoted/ offered price i.e., duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

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

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

4.5 Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

4.7 Bids are invited under **Single-Stage Two-Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid separately. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-tender portal accordingly within the Bid Closing Date and time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under **"Technical Attachment"** Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under **"Notes and Attachments"**.

4.8 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

(i) Firm price
(ii) EMD / Bid Security/Bid Bond
(iii) Period of validity of Bid
(iv) Price Schedule
(v) Performance Bank Guarantee / Security deposit
(vi) Delivery / Completion Schedule
(vii) Scope of work
(viii) Guarantee of material / work
(ix) Liquidated Damages clause
(x) Tax liabilities
(xi) Arbitration / Resolution of Dispute Clause
(xii) Force Majeure
(xiii) Applicable Laws
(xiv) Specifications
(xv) Integrity Pact

4.9 Bid received with validity of offer less than **120 (One Hundred Twenty)** days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I.**

4.10 Bid Security in Original must be furnished (except those exempted) as a part of the Technical Bid and shall reach the office of CGM-Contracts, OIL at Duliajan on or

before 12.45 Hrs. (IST) on the bid closing date. A scanned copy of bid security document shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be **₹ 16,54,000.00** Any bid not accompanied by a proper & valid Bid Security will be rejected straightway.

Note:

(i) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for **minimum 165 days** from the original bid closing date.

(ii) In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.

4.11 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PART-VI** of the tender document. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

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

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

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

5.0 PRICE EVALUATION CRITERIA:

5.1 Price bids 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 the bidders quote nil charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.

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

5.5 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 Quantity consumed.

5.6 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted prices for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.

5.7 Service is not splitable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded as per Clause No. **9.0 Award of Contract.**

5.8 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.

5.9 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.

5.10 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.

5.11 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.

6.0 GENERAL:

6.1 In case bidder takes exception to any clause of bidding document not covered under BEC, 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.

6.2 Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of

bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.

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

6.4 If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.

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

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

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

6.8 Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.

6.9 Bidders have to submit a declaration as per the format prescribed in **PART-V** regarding compliance of Safety Measures along with the technical bid.

6.10 Bidders shall submit a declaration as per **PROFORMA-XVI** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law or no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

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

6.12 Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC enclosed as **PROFORMAS-XXV & XXVI,** along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

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

7.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Alfred H Knight India Private Limited.	a. rkjain@ahkgroup.com b. Pradeep.mathur@ahkgroup.com c. info@ahkgroup.com
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. ISSPL Limited	a. industrial_services@irclass.org b. oilandgas@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf LIoyds (India) Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com

xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

7.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

7.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.

7.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness

of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC compliance.

(b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

i. **General Requirement**:
- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

ii. **Additional Documents : (If applicable against the tender)**
- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

iii. Technical Criteria
- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC of the Tender.
- Health, Safety and Environmental Management Policy

iv. Financial Criteria
- Line of credit, if incorporated in the tender.

Notes:

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.

(ii) Undertaking from TPI Agency as per format **(Proforma-XXIV)** enclosed should be submitted along with the Bid.

(iii) **In case of clarifications sought by OIL against BEC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection**.

8.0 PURCHASE PREFERENCE CLAUSE:

8.1 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this tender. Bidders to check the provisions of the Notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly.

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

Note: In case a bidder is eligible to seek benefits under PP-LC policy, then the bidders should submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration as per **PROFORMA-XIV**. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

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

B. If L-1 Bidder is not a Class-I PPLC Bidder: In case if the L1 bidder is not a Class-I PPLC bidder, then preference shall be given to the lowest eligible Class-I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class-I PPLC bidder within price band of L1+20% and so on. In case none of the Class-I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

Upon award of Contract based on PPP policy-linked with Local Content (PP-LC), the bidder shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-XIII**) equivalent to 10% of the Contract Value, fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

10.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

10.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

10.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or

companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

10.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

10.4 The beneficial owner for the purpose of para 10.3 above will be as under:

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

Explanation:

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

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

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

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

10.4.4 Where no natural person is identified under (10.4.1) or (10.4.2) or (10.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

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

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

10.8 The bidders to provide an undertaking as per **PROFORMA-XX** along with their bid complying with Clause No. 9.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

11.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

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PART-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY / OIL / Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative / Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value*:*

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods:

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;
(D) The respective State Goods & Service Tax Acts'
(E) The Goods and Services (Compensation to States) Act, 2017

(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and

CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK / CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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

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

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

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

this contract:

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

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

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

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

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

i. Overall supervision, co-ordination and Project Management at site
ii. Proper and optimum utilization of equipment and services.
iii. Monitoring of performance and progress
iv. Commenting / countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
v. He shall have the authority, but not obligation at all times and any time to inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

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

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

8.2 CONTRACTOR's representative:

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

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

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

reports and records pertaining to works.

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

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

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

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan / field site, enroute / local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

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

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

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque* / NEFT / RTGS / Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

OR

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

OR

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

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

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

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

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

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

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

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

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

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

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

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **03 (three) months**.

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

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

12.3 Taxes:

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

the laws in this regard, in time.

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

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

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

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

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

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

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

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

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

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

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

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

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

12.4.5 In case of statutory variation in GST, other than due to change in turnover,

payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

12.5 Anti-profiteering clause

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

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

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

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

14.0 INSURANCE:

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

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

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

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

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

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

14.2 Deductible:

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

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

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

14.5 Waiver of subrogation:

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

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

14.6 Loss Payee Clause:

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

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

14.7 Additional Assured:

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

14.8 Certificate of Insurance:

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

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

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

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

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

14.11 On account payment to OIL in case of claim

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

settlement of the claim.

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

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

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

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

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

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

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

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

vii) Any other insurance policy set forth in the SCC

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR

and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

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

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

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

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

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs

shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

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

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

16.0 LIMITATION OF LIABILITY:

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

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

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING / ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

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

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

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

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

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

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

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

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

a) Audited account up to completion of the Contract.

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

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

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period)

and also cancellation of re-export bond if any.

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

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

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

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

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

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

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

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

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

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

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

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also

furnish the following Certificates:

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

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

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

4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

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

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

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

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

31.0 FORCE MAJEURE:

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

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

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

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

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

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

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

affected by such conditions.

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

33.2 Defective work not remedied by CONTRACTOR.

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

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

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

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

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

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

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

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

adhere to such laws.

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

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

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

34.0 APPLICABLE LAWS:

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

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

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

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

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

35.0 LABOUR LAWS:

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

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

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

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

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

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

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

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

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

x) Engineer in Charge shall on a report having been made by an inspecting officer

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

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

36.0 STATUTORY REQUIREMENTS:

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

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

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

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

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

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

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

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

with Work to be performed under this Contract.

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

a) Damage to or loss of any reservoir or producing formation; and/ or
b) Damage to or loss of any well; and/ or
c) Any other subsurface damage or loss; and/ or
d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

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

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased / decreased cost of the works under the CONTRACT through increased / decreased liability of taxes and / or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY / CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes / duties are disputed by COMPANY / CONTRACTOR.

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

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or

misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

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

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

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

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

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

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

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

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

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

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

40.0 SEVERABILITY:

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

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

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 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.

42.0 SETTLEMENT OF DISPUTES:

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

42.2 Resolution of Dispute through SAC:

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

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

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

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

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

1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually through Conciliation/Mediation, the same shall be referred to Arbitration.

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

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

Claim amount (excluding claim for interest and counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

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

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

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

7) Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

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 from time to time).

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

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

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

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

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

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

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

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

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

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

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

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

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

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

42.6 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.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract.

The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

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

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

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

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

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

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

by the COMPANY under the condition stated above.

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

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

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

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

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

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

45.0 **TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 **WITHOUT DETERMINING THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the

COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

End of Section-I (GCC)

PART-II
SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

DESCRIPTION OF WORK/SERVICE: "Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials".

Item No.	Description of Services	UOM	Estimated Quantity
10	Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials.	AU	1

Notes:

1. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.
2. Tenure of Agreement: The duration of the contract shall be for a period of **90 (Ninety) weeks** considered from the date of issuance of Work Order.
3. Mobilisation Period: Fourteen **(14) days** from the date of signing of Contract.
4. The payment shall be made as **per Clause No. 16.0 "REMUNERATION & TERMS OF PAYMENT"** mentioned in the Special Conditions of Contract (SCC).
5. Bidder must include all impale plant, labour, supervision, materials, erection of display board, sign/caution board, insurance, profit, taxes and duties, PF, ESIC, BOCW, Forest Royalty etc. together with all general risks, liabilities in their quoted rates excluding GST.

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

PART-III

WORKS CONTRACT

SPECIAL CONDITIONS OF CONTRACT

DESCRIPTION OF WORK/SERVICES: Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials.

SPECIAL CONDITIONS OF THE CONTRACT (CIVIL)

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

1.1 Quoted offer shall be inclusive of "**Sub-soil Investigation, Site Clearance, Dismantling of Existing Steel Structure and removal of the same within 200m radius, Design and drawing of the PEB Workshop for EOT Crane Handling, Supply and Erection of PEB Structure along with All Civil works from foundation, Pile load load tests, Pile integrity tests to construction of superstructure as spelt out in the preliminary drawings, Internal and External Electrical Works, 50MT Primary EOT Crane supply & fixing Etc". Quoted offers shall be inclusive of all materials, labour and Transport etc. including other taxes & levies such as PF & ESIC etc. except GST. Quoted rate shall include the cost of Forest Royalty and BoCW @ 2.4% and @1% respectively. Contract must quote all the above scope of work under one rate which includes the total cost the project including all except GST**

1.2 The contractor shall provide all design, drawings, materials, labour, supervision, transport, and all jobs required for completion of the work in all respects including tools and plants as necessary. The contractor shall also be responsible for all royalties and other levies. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

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

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

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

1.6 Efficient workmen to be engaged by the Contractor.

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

1.8 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.

1.9 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.

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

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

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

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

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

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

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

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

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

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

1.20 **SAFETY MEASURE:**

Safety measure as per OIL regulations shall be strictly adhered to by the Contractor. Safety belts and all necessary PPE to be used during the execution of the work. Safety signs, barricading, safety nets to be used during the work. The cost of PPEs, safety signs, barricading other measure taken by the Contractors shall be borne by the Contractor. If any loss or damage caused to life during the erection and execution, the contractor shall be fully responsible for the loss. The quoted price shall include for the same.

1.21 **RECORD KEEPING:**

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

2. **INDEMNITY AGREEMENT:**

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

3. **INSURANCE:**

3.1 The contractor shall ensure that the policies and All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

The contractor shall at all times during currency of the contract shall maintain the insurance for the following events which are due to the contractor's risks:

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

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

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

(iii) Commercial General Liability Insurance: Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
(iv) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

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

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

3.3 **Waiver of subrogation:**

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

3.4 **Loss Payee Clause:**

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

3.5 **Additional Assured:**

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

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

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

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

5. **Forest Royalty:**

5.1 Forest Royalty As per notification No. PEM/130/2021/40 dated 7th October 2021 of govt of Assam for Assam minor mineral concession Rules, 2013, royalties and contribution towards "Minor Minerals", "District Mineral Foundation Trust Fund (DMFT) and "Mines and Mineral Development, Restoration and Rehabilitation Fund" (MMDRPF) to the deposited as applicable directly through the website www.assamforestonlin.in. As the work falls under RCC Building/RCC Work, Forest Royalty @2.0 % of the Contract Cost to be deposited as per the "Third Schedule" of Notification No PEM 130/2021/40 dated 7th October, 2021.

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

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

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

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

5.6 Bidder must quote all items rates including Forest Royalty, DMFT & MMDRF as stated in Point 5.1 & 5.2.

6. **MOBILIZATION PERIOD**: The Contractor shall obtain and submit the Labour Clearance Advice (LCA) / Labour Clearance Certificate (LCC) within 14 days of signing the contract agreement. If the contractor fails to submit the LCA / LCC within 14 days of signing the contract agreement, the period of delay in submission of LCA / LCC shall be deducted from the contractual period while issuing the work order. In such cases, the contactor must complete the work within the reduced time period allotted to the contractor as per the work order issued

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

7. **DURATION OF THE CONTRACT:**

Time of completion for the job is 90 (Ninety) weeks after issue of Work Order by the Company. Hence, the contractor shall deploy sufficient manpower along with sufficient tools and machineries for completing the job within the stipulated time frame.

The duration of the contract is inclusive of Sundays and Holidays except National holidays issued by Govt. of India (Republic Day, Independence Day and Gandhi Jayanti). Work order period will start after the end of stipulated period allowed for submission of LCA.

The Work shall be executed strictly as per time schedule given below:

Sl. No.	Description	Time Schedule	Cumulative Weeks
01	Site Clearance	16 weeks	16 weeks
02	Sub-Soil Investigation and bearing capacity analysis including settlement calculation. Time includes Field	8 weeks	24 weeks

	Operation, Laboratory Testing, Report submission, vetting from Third Party and all relevant works related to Soil Investigation		
03	Design Phase		
A1	Preparation of Design basis & Detailed project report including BOM /BOQ and submission to OIL	4 weeks	28 weeks
A2	Carrying out detailed design and submission of working drawings phase-wise as per urgency	4 weeks	32 weeks
A3	Submission EOT crane details and commissioning procedure	4 weeks	36 weeks
B	Construction phase	42 weeks	78 weeks
C	Installation and commissioning of EOT crane	12 weeks	90 weeks
	Overall duration of the project		90 weeks

Note to Time schedule: Though the overall work is shown under two phases viz. Engineering and Construction for the purpose of clarity, the Contractor shall plan the work in such a manner that both Engineering and Construction can be performed as parallel activity.

8. **WARRANTY AND REMEDY OF DEFECTS**

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

8.2 In case an item has got a guarantee/warranty period, then the same is to be passed on to OIL. If such item fails before its guarantee period is over, then

contractor has to rectify/replace it at his own cost. However, in case of critical items, if the guarantee/warranty period is beyond defect liability period, then guarantee/warranty shall be applicable for that period also.

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

9. **LIQUIDITY DAMAGE**:

The Contractor must complete the work within **90 weeks** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

10. **SAFETY MEASURE:**

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

11. **AREA OF OPERATION**

Drilling Department, NIA, Duliajan, Assam

12. **HSE POINTS TO BE INCORPORATED IN THE CONTRACT**

12.1 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same

requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

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

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

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

12.5 The Contractor may frame a mutually agreed bridging document if required between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

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

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

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

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

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

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

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

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

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

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

12.16 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.

12.17 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same contractor.

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

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

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

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

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

12.23 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.

12.24 In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to act to comply with the requirements, and for further non-compliance, appropriate action will be initiated against the Contractor.

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

12.26 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.

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

13. Additional Points in case of Areas/ Installations under Mines:

13.1 As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act1952 and Mines Rules, 1955, the forms A, B, D and E have been

updated and modified. The above-mentioned forms need to be maintained as per the new format.

13.2 The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

13.3 The return shall be submitted quarterly (by 10th of April. July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

13.4 The Contractor shall report all near misses, minor and reportable accident to the Engineer In Charge and maintain the record of near misses as per OIL's practice, and accidents in the Form – J for Reportable accident and Form – K for Minor Accidents as per The Mines Rules 1955 in consultation with the Engineer in Charge.

13.5 The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.

13.6 Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

13.7 The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the State Pollution Control Board for storage, handling and disposal of hazardous waste.

13.8 The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

13.9 All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

13.10 Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O2/CO/H2S) and FLP tool, torch light etc. to be made available at site.

13.11 The Contactor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

********End of SCC for Civil*******

SCOPE OF CIVIL WORKS

14. **Introduction:**

Brief specifications are given here under for general guidance purpose of the tenderers. The job scope includes **"Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials**". It shall clearly be noted that the bidders are required to quote their rates taking into consideration all aspects of the project which includes "**Sub-soil Investigation, Site Clearance, Dismantling of Godown and removal of the same within 200m radius, Design and drawing of the PEB Workshop for EOT Crane Handling, Supply and Erection of PEB Structure along with All Civil works from foundation to superstructure as spelt out in the preliminary drawings, Internal and External Electrical Works, 50MT Primary EOT Crane supply & fixing Etc". Quoted offers shall be inclusive of all materials, labour and Transport etc. including other taxes & levies such as PF & ESIC etc. except GST. Quoted rate shall include the cost of Forest Royalty and BoCW @ 2.4% and @1% respectively**. **Contract must quote all the above scope of work under one rate which includes the total cost the project including all except GST**. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and any other works necessary to complete the job though especially not covered in the scope of work.

14.1 **Description of structure**: The brief building description for proposed Rig Building workshop are as below:

A. Pile foundation as per approved drawings as per soil investigation report.

B. The Structure will be Pre-Engineered Building.

C. Plan Dimension: 34 mtr X 27 M. 34 mtr span to be divided into three parts:

a) 27 mtr for EOT Crane Movement.

b) Clear space of 2 mtr

c) 5m for office room and utility area which includes:

i. One (1) officer-in-charge room: Size (4.5m x 5m)

ii. Two (2) Supervisor/JE (2) Rooms: Size (7m x 5m)

iii. One (1) Crew Cabin : Size (6m x 5m)

iv. One Toilet Block: Size (3.5m x 5m) Consisting of Two (2) Water Closet, Three (3) Urinal Pan, Three (3) Wash Basin with all toilet fittings such as taps, faucet, Gyeser, Granite Topped Wash Basin area. All Walls and floor of the toilet block to

be cover with Anti Skidded High Quality Tiles. Provision for Soak pit and septic tank to be kept considering 20 users.

v. Heavy Duty Rack Area: Size (6m x 5m) consisting of 5 rows of wall mounted racks (Spacing of racks to be decided as per site condition).

vi. The ceiling height of all work persons rooms is to be limited to 3.6 mtr.

D. Crown/Ridge Height =12 m & Eaves Height =8 m

E. Crane (EOT) Span: 27 M

F. Supply and installation of EOT Crane of Capacity 50 MT (Main Hoist)

G. Full brick wall to be constructed up to a height of 3 mtr. Above it upto eve height PUF panel walling to be provided.

H. Roof sheeting shall be of PUF panels.

I. Windows and doors to be provided at desired places in the brick wall portion.

J. Proper ventilation to be provided at required places.

K. Emergency escape route with motorized rolling shutters of size (2.1m×3m) to be considered as shown in the tentative line plan diagram

L. Heavy duty industrial flooring to be constructed.

14.2 **Scope of Work:**

Works under this contract involves detail Engineering, Design, Procurement of all materials, project management, construction including fabrication, transportation, erection of Pre-Engineered Building (PEB) with EOT Crane facility (50 MT Main Hoist) and related civil and internal electrification work at Drilling Department, Oil India Limited, inside NIA, Duliajan.

The scope of work of Civil & Structural work shall broadly comprise of the following but not limited to the same:

Sl. No.	**Description**	**Sub-Heads**
01	Site Clearance	a) a) Removal of Existing structures. The rubbish or used materials generated from the dismantling/ site clearance process to be staked or dumped at a designated place/places as instructed by the Engineer in-charge of the company i.e OIL. Pre-bid site visit must be carried out to assess the total involvement for realistic bidding. b) Removal of trees and bushes in and around the construction site. c) Level and dressing of the Work site prior to the start of Civil Works.

		d) Plinth filling up to a height of 750 MM with suitable soil.
02	Sub-Soil Investigation	a) To carry out sub soil investigation and subsequent submission of test report to study the subsoil condition. Sub-soil investigation must be carried out as per the provision of IS-1892. b) Standard Penetration Test (SPT) shall be carried out as per IS: 2131. c) To find out the bearing capacity of the soil and settlement calculation to adopt a Suitable foundation type for the same. d) To carry out all relevant laboratory test as per IS Standard to Calculate Bearing Capacity and Consolidation calculation. e) To vet all sub-soil investigation report and bearing capacity calculation data from THIRD PARTY i.e. Govt Recognized Institutes such as Engineering collages, polytechnic, govt government laboratories or institutions, NABL accredited laboratories.
03	Design and preparation of Drawings.	a) Designing and drawing of Pile foundations on the basis of soil investigation report done under Sl.No.2. b) Designing and Drawings of PEB Structure based on the subsoil investigation report, load carrying capacity of the EOT cranes, and other applicable loads on the structure. c) The Contractor shall be required to submit complete detail Civil, architectural, structural and all other relevant drawings and design documents as to OIL pertaining to the project duly vetted by any Indian Institute of Technology (IIT)/National Institute of Technology (NIT) (where Structural Engineering discipline exists at PG level). d) Detailed requirement of arrangement, design and drawing is spelt out in subsequent clauses below.
04	Civil works and erection of PEB Workshop	a) a) To carry out all civil related works which includes foundation work, brick work upto 3m height, plinth filling, plinth protection work, plinth apron, surface drains, Erection of PEB Steel Structure, all rolling shutters, doors, windows and ventilators, Painting works, erection

		of Heated Insulated Panels for Roof and Walls above 3m height, Roof Ventilators, Industrial Floor works, Approach road construction as per site requirement, and all other required civil works as deemed fit by the contractor to complete the work. b) All doors and window fittings to be considered as UPVC fittings. c) All toilet fittings should be Chromium Plated. d) Toilet seats, Urinal Pans and all other such items should be high quality ceramic items. e) The scope of PEB works is spelt out in the subsequent clauses below.
05	EOT Crane	a) Supply and fixing of EOT crane with Primary Hoist of Capacity 50MT.
06	Electrical Works	a) All relevant internal and external electrical works which includes Internal Lighting, Fans, Control Panel, Air-Conditioning of JE Rooms and meeting room, Air lighting, and all required electrical connections and fittings required for completion of the project. b) Detailed electrical requirement is spelt out in the subsequent clauses below.

14.3 **Preparation of Design and Drawings of PEB Structure for EOT Crane:**

Based on the subsoil investigation report, EOT crane loads and all other applicable loads as per relevant IS codes, the contractor must Design and prepare detailed Drawings of the PEB Workshop. The complete design and detailed engineering of the project will be in the scope of the Contractor. The contractor is advised to discuss his design philosophy and design procedure with the Engineer in charge before proceeding with the final design work. It shall be the responsibility of the contractor to obtain all relevant design information from the Engineer in charge.

The Contractor shall be required to submit complete civil, architectural, structural and all other relevant drawings and design documents as desired by OIL pertaining to the project duly vetted by any Indian Institute of Technology (IIT)/National Institute of Technology (NIT) (where Structural Engineering discipline exists at PG level). Electrical drawings like Single Line Diagram (SLD), wiring layout etc. will be approved by OIL and no vetting from IIT/NIT is required for the electrical drawings. The general arrangement drawing will be reviewed by OIL before vetting by IIT/NIT.

The detailed design report with STAAD file to be submitted to OIL after vetting of the same from NIT/IIT.

The rate quoted against "Schedule of Quantity (SOQ)" by the Contractor shall include the cost towards design, detail engineering done by the Contractor including vetting from IIT/NIT and submission of details/drawings to OIL as mentioned here-in-after.

The Contractor shall submit the documents and drawings as mentioned below, but not limited to, duly vetted by IIT/NIT within the stipulated days of as stated in the time sequence clause under SCC clause no.14.

(a) Design basis report of civil works

(b) Design basis report of PEB

(c) General arrangement drawing

(d) Detailed architectural drawing.

(e) Detailed civil structural working drawings (Bar Bending Schedule, Schedule of Finishes shall be part of the drawings).

(f) Detailed PEB drawings (Structural BOQ shall be included in the drawings).

(g) Design calculation reports (Civil Structures, PEB etc.)

Apart from the above, following drawings/documents are also to be submitted:

(a) Soft copy of the modelling for analysis and design of the structure on STAAD Pro or any other standard design software.

(b) Auto Cad files of the final working structural drawings.

(c) Single Line Diagram

(d) Electrical Wiring Layout

(e) 3D Walkthrough Model of the workshop

Drawings/Documents which are not covered above but required for the execution of the project shall be submitted by the Contractor as and when advised by OIL and no extra payment shall be made for the same.

Design Criteria and Material Specifications for Pre-Engineered Building (PEB) shall be as under:

(i) Foundation: As per design data.
(ii) Design loads:

(a)	Dead Load:	As per provisions of IS:875 (Par-1)
(b)	Live Load:	As per provisions of IS:875 (Part-2)
(c)	Wind Load:	As per provision of IS:875 (Part-3)
(d)	Earthquake Load:	As per provisions of IS: 1893 (Part-1) (Zone-V).
(e)	EOT Crane Load:	Main Hoist- 50 MT.
(f)	Other Load:	As per relevant IS provision.

(g) Load combination: As per relevant IS Code.
(h) The soil investigation for foundation design must be carried out.

Note:

i) Designer to ensure that sub-structure is able to physically accommodate the required anchor bolts and that the sub-structure is designed for proper transfer of loads from roof system to the Foundation.
ii) Purlins, sub-purlins, girts, SAG rods, Bracings, Ties etc. shall be designed in accordance with IS standards as applicable.
iii) Where IS standards not applicable, these shall be designed in accordance with 1986 edition of AISI standards "Cold Formed steel Design Manual".
iv) Roof and wall panels are laid perpendicular to the roof purlin and wall girts respectively and fastened to them by means of self-drilling fasteners.
v) Curved eaves, gutters and down spouts shall be provided as per relevant standards
vi) Standard building accessories such as ridge, ventilators, windows, personnel doors and other special supplemental attachments shall be combined with flashing and trims of thickness 0.50 mm nominal (wherever applicable).
vii) All Primary structural framing members shall include the transverse rigid frames, columns, and rafters, bearing frame rafters, gable columns and end wall columns. Also high strength bolts shall be included in this group.
viii) All Secondary structural framing members shall include the purlins, girts, eave struts, bracing, flange bracing, base angles, clips, other miscellaneous structural parts.
ix) All design shall conform to relevant IS standard codes. The design provisions as applicable for all steel works will be as per IS 800, IS 801.
x) The structural steel work to be welded or bolted, shall be carried out as per relevant IS. Relevant IS/ASTM code of practice be followed as applicable for physical specification and use of structural steel work in general constructions.
xi) Connections- All connections of steel work shall be suitable for Pre-Engineered Building Steel Structure.

14.4 **Material Specifications for the PEB shall be include the following, but not limited to:**

Sl. No.	Items	Material Specification YST
1.	Primary Members IS-2062/ IS 4923	Minimum yield strength of 240 MPa
2.	Secondary Members IS-2062/ IS 4923	Minimum yield strength of 240 MPa
3.	Accessories IS-2062	Minimum yield strength of 240 MPa
4.	All flashings and Trims	Minimum yield strength of 550 MPa
5.	Hardware	Conforming to ASTM A-325 or equivalent
6	Sheeting Fasteners and Accessories Self-drilling, self-tapping fasteners hot dip galvanized with Xylon coated with EPDM seals	conforming to AS:3566 Class-3 or Class-4. Fasteners shall be color coated to match

14.5 **Civil works and Erection of PEB Workshop:**

The scope of work of Civil & Structural work shall broadly comprise of the following but not limited to the same:

(a) Site clearance including dismantling of the existing structures.

(b) Disposal of unserviceable materials/ earth/ debris etc. outside the premises as per direction of Engineer-in-Charge. Contractor to assess the lead and involvement by visiting the site physically.

(c) Earthwork excavation in all types of soil including de-watering to the required levels including shoring & strutting wherever required.

(d) Pile foundation work including all required arrangements as per design based on soil investigation report.

(e) Backfilling after completion of work.

(f) Shuttering works for various types of foundation & all RCC elements etc.

(g) RCC works in foundations, plinth beams, and all associated structural components shall be executed strictly in accordance with standard engineering practice and relevant IS Codes. For the purpose of preliminary foundation design, a safe bearing capacity (SBC) of **7.5 *t/m²*** may be

assumed. Pile foundations shall be adopted and designed as per applicable IS Standards.

A detailed sub-soil investigation, as specified above shall be conducted to determine the actual SBC at site. In the event the investigated Bearing Capacity is found to be lower than the assumed value, the foundation design shall be revised accordingly to suit the actual soil conditions. The Contractor shall take this possibility into account while quoting the rates, and no additional payment will be made for such changes which may arise out of actual sub-soil investigation.

(h) Providing Anti-termite treatment for creating chemical barriers to under and all-around foundation and floor as per specification / directions of the Engineer-in-Charge.

(i) Removal of any expansive soil below foundations and suitable treatment of soil below foundations as per requirement.

(j) Design, manufacturing, supply and installation of Pre-Engineered Building with all accessories/connections etc.

(k) Plinth protection and surface drain work around the workshop.

(l) Brick soling work as per requirement.

(m) All Civil & Structural works for the construction of the Electrical workshop.

(n) UPVC partition wall for the office inside the workshop.

(o) Providing Industrial heavy-duty flooring as per specification.

(p) Design, fabrication and erection of structural sliding door.

(q) Fabrication and erection of steel door/Aluminum door/flush door/UPVC door as applicable.

(r) Aluminum/UPVC window and ventilation work for the entire workshop.

(s) Metal motorized rolling shutters of an approved manufacturer, conforming to the requirements specified in IS: 6248. (Positions and number of rolling shutters are shown in the Line plan drawing).

(t) RCC pre-cast slabs wherever required.

(u) Anchor bolts, MS plates, Angles in RCC works.

(v) Roof & wall sheeting with PUF panels as per required specification.

(w) Polycarbonate sheet as per requirement for daylight system at suitable positions in the wall.

(x) Gutter and ridge as per site requirement.

(y) Providing and fixing of uPVC rain water down take pipes.

(z) MS gratings / Chequered plates/Structural support wherever required.

(aa) Barricading of working area, wherever required, during execution of work and dismantling of the same after completion of work.

(bb) Fabrication yard/ field office/ construction stores shall be developed by the contractor on his own cost in consultation with Engineer-in-Charge. All the infrastructure facilities for execution of their work which includes approaches, pavements etc., shall be developed & provided by the contractor at his own cost.

(cc) Construction of temporary roads as per requirement to be used for construction.

(dd) Construction of RCC loading and unloading ramp with RCC loading bay in loading area of the Workshop. Width considered for Road and Ramp to be suitable for Trailer Movement.

(ee) All required electrical connections, switchboards, power cable, fans, light, ventilations, control panel, Air conditioning provision at Officer-in-Charge Room, JE Room and Crew Cabin room of sufficient capacity and area lighting etc are within the scope of the contract and rates shall be quoted accordingly

(ff) Any other items not specifically mentioned herein but it is required to complete the work as per the directions of the Engineer-in-Charge.

(gg) The scope/ information provided above is for bidder's guidance. Bidder shall independently familiarize/inform himself all geographical, logistical, climatological, meteorological, commercial, regulatory and other parameters required to prepare his BID and in the event of being selected, execute the work in his scope to the specified schedule without raising any claim whatsoever, for contingencies/conditions.

(hh) Pile load test to be caried out on minimum one test pile and two working piles as per relevant IS code. If any of the Pile load test fails during testing, contractor has to carry out further pile load test to get safe depth of pile. The contractor’s offer must include the cost of Pile load test in their quotes.

(ii) Pile integrity test to be carried as per IS 14893:2001 (and the updated 2021 version) for 2 % of the piles casted. The contractor’s offer must include the cost of Pile integrity test in their quotes.

14.6 Detailed technical specification for civil and structural works:

i) SITE CLEARANCE:

Removal of existing structures if any. Pre-bid site visit may be carried out to assess the total involvement for realistic bidding. Before the earthwork is started, the area coming under cutting and/refilling shall be cleared of shrubs, vegetation, grass, uprooting of tree stumps and such others, and rubbish removed outside the periphery of the area under clearance. The rate of such site clearance is deemed to be included in the quoted rate by the Contractor.

ii) **STORAGE:**

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

Cement shall be stored in a weatherproof shed, the floor of which shall be raised 300 mm from the ground and 600 mm away from the wall all round in order to protect from rain and moisture. All materials shall be stored at site in accordance with IS-4082-1996

iii) **CEMENT CONCRETE/REINFRCED CEMENT CONCRETE WORK:**

a) Nominal Mix:

All C.C. work shall be done in 1:2:4 proportions with 20 mm graded down broken stone. Broken stone shall be properly screened before use.

b) Design mix:

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

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

The Design Mix Concrete shall be carried out on the principles given in IS: 456, 10262 & SP 23.

The Contractor shall engage one of the following approved laboratories / test houses for designing the concrete mix in accordance with relevant IS Code and to conduct laboratory tests to ensure the target strength & workability criteria for a given grade of concrete: -

i. IIT, Guwahati.

ii. State Govt. Engineering Colleges preferably located in and around the working area.

iii. Any other laboratory with prior approval of the Engineer in Charge.

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

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

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

c) **Fine Aggregate:** Fine aggregate shall be hard, durable, clean and free from adherent coating and organic matter. It shall not contain harmful impurities such as pyrites, coal, lignite, mica, shale or similar laminated material, clay, alkali, soft fragments, seashells and organic impurities in such quality as to affect the strength or durability of the concrete. Fine aggregate to be used for reinforced concrete shall not contain any material liable to attack the steel reinforcement. Fine aggregate which is chemically reactive with alkalis of cement is harmful as cracking of concrete may take place.

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

e) **Reinforcement bars:** The following types of steel for reinforcement shall be used in reinforced concrete construction and these shall conform to

Indian Standards or as revised from time to time mentioned against each. Reinforcement used shall conform to the approved drawings of the work.

(i) Mild steel and medium tensile steel bars and hard drawn steel wire - IS: 432 as specified in the drawing
(ii) HYSD bars - IS: 1786 as specified in the drawing.
(iii) TOR/TMT bars as specified in the drawings

f) **Cement:** OPC grade 43 / PPC shall be used for design mix concrete. However, if higher grade of cement is used by the contractor no extra payment shall be made in this account.

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

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

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

j) **Mixing**: Mixing of reinforced cement concrete shall, as a rule be done in a mechanical mixer. However, the Engineer-in-charge may permit hand mixing in specific cases where in his opinion it is not practicable to resort to

mechanical mixing, either on account of the quality of cement concrete required is small or for any other reason. In such cases, it should be ensured that the inferior quality of concrete produced by hand mixing will not adversely affect the structure.

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

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

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

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

wall, shall be properly roughened immediately after the removal of form work, taking care to remove the laitance completely without disturbing the concrete. Before the surface is plastered, it shall be cleaned and wetted so as to give good bond between concrete and plaster.

iv) **FORM WORK:**

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

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

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

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

In no circumstances shall forms be struck until the concrete reaches strength of at least twice the stress to which concrete may be subjected at

the time of removal of form work. All form works shall be removed without such shock or vibration as would damage the concrete.

v) **BRICKWORK:**

(a) All bricks shall be of 75 class designation quality locally available as approved by the Engineer-in-Charge.

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

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

(i) They shall give a clear metallic sound when struck

(ii) They shall be of uniform colour and size

(iii) They shall not be cracked, stratified or under or over burnt

(iv) The tolerance in dimensions shall be +/- 12mm in length, 6mm in width and 3mm in height.

(v) Keys or frogs shall be formed on one of the larger sizes, except in the case of machine extruded bricks where no frogs are required

(vi) The increase in weight when soaked in water for 24 hours shall not be more than 20% of the dry weight of the bricks.

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

Bricks used for masonry in cement mortar or composite mortar shall be thoroughly soaked in clean water for at least an hour immediately before use (The absence of bubbling when the soaked brick is immersed in water is the test for thorough soaking). The soaked bricks shall be kept on a platform free from dirt, mud or any foreign element. Bricks shall be laid in English bond unless otherwise specified. Care must be taken that the bricks are perfectly clean and free from lime, moss or dirt of any kind. If necessary, they must be scrubbed before use. Half or cut bricks shall be not used except for closures which may be required to complete the bond. It shall be ensured that all horizontal and vertical joints are completely filled with

mortars without any void in brickwork. Brickwork shall be raised truly plum (or true to required better where so specified). All courses shall be laid truly horizontal. Vertical joints shall be truly vertical and those in alternate courses shall be in the same vertical line. The thickness of brick courses shall be uniform. Great care must be taken to masonry in progress of construction damp. When work is left off for the day troughs shall be formed, by means of fillets of mortar 51mm high all-round the unfinished work and shall be kept filled with water. Vertical or inclined surfaces must be frequently watered from a rose headed can. Water should not be dashed with violence against new work as this washes out the mortar. Should the work be delayed owing to holidays or for other reason, the contractor must make adequate arrangements for keeping the work wetted and shall continue to do so for at least ten days or such longer time as directed, after the brickwork has been completed.

vi) **CEMENT MORTAR:**

a) Must be freshly mixed: Cement mortar will only be mixed in such quantities as can be used up on the work within half an hour of mixing. Mortar which has been mixed longer or which has taken its initial set will on no account be used on the work or remixed with fresh mortar. It must be immediately removed from the site or work.

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

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

d) Proportion of cement and sand: Where not otherwise specified, cement mortar for plaster will consist of one part of cement to two parts of sand. For

mortar for brick or stone masonry work the proportion unless otherwise specified, will be one part of cement to three parts sand.

vii) **WOOD WORK if any**:

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

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

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

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

viii) **DOORS:**

a) The flush door shutters (solid core type) decorative and non-decorative type shall conform to IS: 202 (Part I).

b) Door frame (Chowkaths) of door, windows, other similar works wrought, framed and fixed in position in contact with C.C. or brick masonry walls including supplying, fitting and fixing with M.S. flat hold fast as per design and embedded in cement concrete block in prop 1:2:4 and with two coats of kiricide oiling to the timber faces in contact with C.C. and masonry as directed and specified.

ix) **PLASTER WORK:**

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

b) **Proportion**: The cement plaster shall be in specified proportion of cement and sand.

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

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

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

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

x) **DAMP PROOFING COURSE:**

It shall consist of 1:1.5:3 plain cement concrete unless otherwise specified in the item of work with approved water proofing materials of specified thickness. The surface shall be kept wet for seven days. Before commencing the superstructure work, the top of concrete course shall be dried and cleaned of all materials.

xi) **WASHABLE DISTEMPER/OIL BOUND DISTEMPER/PLASTIC EMULSION PAINTING:**

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

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

Application of acrylic emulsion paint: Over the plastered surface, putty is to be applied in two coats or more following which, the surface is to be lightly sand papered to make it smooth. Before application of the paint, priming coat must be applied for receiving the distemper/plastic paint taking care not to rub out the priming coat. Paint shall be applied in two coats or more over the prepared surface.

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

xii) **SYNTHETIC ENAMEL PAINT:**

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

xiii) **FILLING EXCAVATED EARTH IN FOUNDATION TRENCHES AND PLINTH OR UNDER FLOORS as applicable:**

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

The plinth shall be similarly filled with sand in layers not exceeding 30 cms, adequately watered and consolidated by ramming with iron or wooden rammers. When filling reaches the finished level, the surface shall be flooded with water for at least 24 hours, allowed to dry and then rammed and consolidated, in order to avoid any settlement at a later stage. Sand shall be clean and free from dust, organic and other foreign matter. Concreting of floor shall not be started until the Engineer-in-charge has inspected and approved the filling.

xiv) **PLINTH PROTECTION AND SURFACE DRAIN:**

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

xv) **ANTITERMITE TREATMENT (IS 6313):**

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

xvi) **ALUMINIUM WORK:**

Aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia. and size, including necessary filling up the gaps at junctions, i.e., at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat

angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge.

xvii) **HEAVY DUTY FLOORING:**

Floor hardener shall be metallic type suitable for the performance of heavy-duty function. High strength chemical resistant Epoxy flooring/PU flooring/ top with floor hardener over reinforced concrete VDF flooring as per manufacturer's specifications and site requirement.

xviii) **PRE-ENGINEERED BUILDING:**

All drawings shall be made on computer on Auto cad 2020 or above version. Structural drawings shall also include all details as per SP 34 and relevant IS including schedule for relevant foundation, beams etc. and bar bending schedule besides pre-engineered structure details. The contractor shall also submit methodology for fixing and erection and also submit maintenance manual for subsequent routine maintenance of the structures.

The Electrical Workshop shall be a Pre-Engineered Building (PEB) as per the specification given above. The contractor must considered the following specification for PEB structure and must consider all specification for quoting the rate:

A. The Structure will be a Pre-Engineered Building.

B. Plan Dimension: 34M X 27M. 34m span can be divided into three parts:

a. 27 mtr for EOT Crane Movement
b. Clear space of 2 mtr
c. 5m for office room and utility area which includes:

(i) One officer-in-charge room : Size (4.5m x 5m)
(ii) Two (2) Supervisor/JE (2) Rooms: Size (7m x 5m)
(iii) One (1) Crew Cabin : Size (6m x 5m)
(iv) One Toilet Block: Size (3.5m x 5m) Consisting of Two (2) Water Closet, Three (3) Urinal Pan, Three (3) Wash Basin with all toilet fittings such as taps, faucet, Gyeser, Granite Topped Wash Basin area. All Walls and floor of the toilet block to be cover with Anti Skidded High Quality Tiles. Provision for Soak pit and septic tank to be kept considering 20 users
(v) Heavy Duty Rack Area: Size (6m x 5m) consisting of 5 rows of wall mounted racks (Spacing of racks to be decided as per site condition)
(vi) The ceiling height of all work persons rooms is to be limited to 3.6 mtr

C. Crown/Ridge Height =12 m & Eve Height =8 m

D. Crane (EOT) Span: 27 M

E. Supply and installation of EOT Crane of Capacity 50MT (Main Hoist).

F. Roof Monitor to be provided as per standards.

G. Eaves Gutter & Down take pipes to be in colour galvalume sheets conforming to norms. Gutters and downspouts shall be adequately designed to ensure proper roof drainage system. Material shall be same as that of sheeting.

H. Turbine ventilators to be provided as per norms.

I. Pre-coated Heat Insulated Panels for roofing & wall cladding above 3m with related accessories as applicable to be provided.

J. Erection of Pre-Engineered Building shall be done in the presence / guidance of PEB Manufacturing experts.

K. Foundation Bolts shall be fixed and grouted by the civil contractor. The alignment and levels are to be checked and certified by the PEB Manufacturer's Engineer.

L. No welding is permitted at site unless otherwise cleared by the Consultant/OIL.

M. Skylight with Polypropylene/poly carbonate sheet to be provided as per standard at Roof as well on the wall claddings.

N. Motorized Rolling Shutter to be provided.

O. Cage Ladder for Roof Access during Maintenance.

P. The factory/workshop for fabrication of PEBs shall be approved by OIL before starting the fabrication works. The contractor shall have to arrange visit the proposed PEB with Civil engineers of OIL to assess the acceptability of the same before PEB fabrication job.

14.7 PLANTS AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR:

All plants and tools to be arranged by the contractor for execution and successful completion of the work.

14.8 TESTS FOR QUALITY CONTROL:

a) The Contractor shall carry out all tests, inspections, and quality-control procedures as and when instructed by the Engineer-in-Charge. The Contractor shall quote their rates after duly considering the requirement of all such tests and quality-control measures that may be necessary for compliance with the specifications and standards of the work.

b) All tests and test certificates specified in the Contract, as well as any additional tests directed by the Engineer-in-Charge during execution, shall be conducted by the Contractor at his own cost. No extra payment shall be admissible to the Contractor on this account. The Contractor shall ensure timely submission of all test reports and certificates to the satisfaction of the Engineer-in-Charge.

Following tests /test certificate to be produced by the contractor at his own cost as and when directed by the Engineer-in-charge.

i) Contractor shall submit MTC for Cement and shall ensure that all cement used in the Works is tested in accordance with the applicable IS Codes, including but not limited to IS 1489 (Part 1 & Part 2), IS 269, IS 8112, IS 12269, and IS 4031 (Methods of Physical Tests for Hydraulic Cement). All mandatory physical and chemical tests—such as fineness, setting time, soundness, compressive strength, and chemical composition—shall be conducted at Government-approved NABL-accredited laboratories or Government-recognized technical institutions.

ii) Pile load test to be caried out on minimum one test pile and two working piles as per relevant IS code. If any of the Pile load test fails during testing, contractor has to carry out further pile load test to get safe depth of pile. The contractor's offer must include the cost of Pile & pile load test in their quotes.

iii) Pile integrity test to be carried as per IS 14893:2001 (and the updated 2021 version) for 2 % of the piles cast. The contractor's offer must include the cost of Pile integrity test in their quotes.

iv) Cube tests for RCC work.

v) Test report of water to be used for construction.

vi) Relevant test on Steel Reinforcement or other construction materials used.

vii) Manufacture Test certificate for Cement, steel materials, M.S. rod, Tor steel should be produced prior to its use in construction.

viii) Test report for quarry materials should be produced.

ix) Any other tests as per the direction of Engineer-in-charge.

All tests required under this Contract shall be conducted by the Contractor exclusively at Government approved NABL accredited laboratories or Government recognized technical institutions, such as IITs, NITs, State Government Engineering Colleges, Polytechnic Institutes, or other Central/State technical institutions of equivalent standing. The Contractor shall ensure that all test reports, certificates, and documentation are obtained from such approved laboratories/institutions and submitted to the Engineer in Charge for verification and acceptance. All costs associated with conducting these tests, including sampling, transportation, analysis, and certification, shall be borne entirely by the Contractor and rates to be quoted accordingly.

c) **Engagement of Qualified technical person:** The contractor must engage at least one Qualified Technical personal (i.e BE/B.Tech in Civil Engineering with minimum 1 year experience or diploma in Civil Engineering with minimum 3 years' experience) for the overall execution of the job and the complete bio-data of the person should be submitted to the engineer in charge within 7 days of the signing of the work order for the job. In case the contractor does not deploy qualified technical person as mentioned above, the company has right to penalize the contractor at a rate of **₹ 1500.00** per day.

**********End of SCOPE of Civil Works**********

ELECTRICAL SCC & SCOPE OF WORKS

15. **TECHNICAL TERMS AND CONDITIONS (ELECTRICAL WORKS):**

The SCC for the Electrical Part of the Tender comprises two basic parts as follows:

15.1 **GENERAL**
15.2 **TECHNICAL**

15.1 **GENERAL**

15.1.1 Special conditions of the contract shall be read in conjunction with the General Conditions of Contract, Bill of Quantities, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

15.1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

15.1.3 Where any portion of the General Conditions of contract is repugnant to or at variance with any provisions of the Special conditions of Contract, then unless different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnance or variance cannot be reconciled with the tender conditions of contract and shall be to the extent of such repugnance of variations, prevail; it being understood that the provisions of General Conditions of Contract shall otherwise prevail.

15.1.4 Wherever it is stated anywhere in this tender document that such and such a supply is to be effected or such and such a work is to be carried out, if shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention if specifically and expressly stated herein or otherwise explicit from the context.

15.1.5 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/Specifications/Codes of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions of Company will be binding on the Contractor.

15.1.6 The items given under Bill of Quantity shall be read in conjunction with scope of work, scope of supply (by Contractor) and job specifications and in case of any irreconcilable conflict between them the provision in the item under "Bill of

Quantity" will override the corresponding provision only if the scope of work, scope of supply and job specifications, which cannot be reconciled in such cases the decision of Company shall be final and binding on the contractor.

15.1.7 In case of contradiction between Indian Standards, General Conditions of Contract, Special Conditions of contract, Specifications Drawings, Bill of Quantity, the following shall prevail in order of precedence.

i) Letter of intent / Detailed Letter of intent along with statement of Agreed Variations and its enclosures.
ii) Bill of Quantity.
iii) Special Conditions of Contract.
iv) Job specifications
v) Drawings
vi) General Condition of contract
vii) Indian Standard/Technical/Material Specifications.

15.1.8 **STATUTORY REQUIREMENT FOR WORK:**

i) Contractors shall employ work persons with valid wireman permits (covering relevant portions), issued/recognized by State Licensing Board, Govt. of Assam to carry out all electrical jobs and shall deploy one supervisor holding valid Electrical supervisor's competency certificate (covering relevant portions), issued/recognized/endorsed by State Licensing Board, Govt. of Assam for supervision of electrical jobs.

ii) Validity of all certificates/permits/licenses if expires shall be renewed by the contractor for the entire contract period.

iii) Quality of jobs carried out by the Contractor shall be as per the norms of BIS, NEC, CEA Regulations and other electrical standards recognized by the company.

15.1.9 **POWER:**

Electricity required for wiring purposes shall be arranged by the contractor. However, electricity may be provided by the Company on chargeable basis at its discretion to use drill machine or any other portable tools required for wiring purposes if available at nearest point. The Contract or shall have to arrange for required switch board with proper safety device like RCBO/ELCB/RCCB to draw power and use safely from the existing source. However, for welding machine power supply will not be provided by the company, contractor may use Diesel Welding Generators for the same.

15.1.10 **SCOPE OF SUPPLY:**

Company does not envisage supplying any material for this work & contractor shall arrange all materials, instruments, tools and tackles etc. required for execution of the work.

15.1.11 **SCOPE OF WORK FOR ELECTRICAL WORKS:**

Brief details of work to be carried out by the contractor are as described below. This will include supply, storage, laying, installation, jointing and testing, obtaining approvals, testing and commissioning and completion of different works. The contractor shall finally give a certificate of electrical work executed by him stating the job done as per the requirement of Central Electricity Authority Regulations, 2010.The work shall be carried out as described in Schedule of Quantities (SOQ), specifications, and drawings, BIS/NEC guidelines and as per the instructions by Engineer -in-charge (electrical), of the Company. The scope of work shall cover electrification works of any office building/Industrial house/ residential area or as specified by concerned Engineer in charge.

The broad items/activities covered under "electrical works" shall include the supply, installation, testing and commissioning of all of the following:

i) Point wiring of light points, ceiling fan points, wall fan points and exhaust fan points.

ii) Plug points, general power points, metal clad plug & socket outlet points etc. including light and power accessories etc., complete in all respects.

iii) All concealed wiring through BIS marked MMS grade PVC conduit, through wall, roof, floor beams, false ceiling, floors etc.

iv) All surface wiring of armoured/ unarmoured XLPE cables on cable tray with proper size of G.I. saddles.

v) Main Distribution Boards (VTPN DB), Sub Distribution Boards (SPN DB) and switchboards as required.

vi) Cables from Existing Power Source to Main Distribution Boards (VTPN DBs), Main Distribution Boards (VTPN DBs) to Sub Distribution Boards (SPN DBs), VTPN DB to Overhead Crane, VTPN DB to Lighting Controller DB, Lighting Controller DB to SPN DBs and circuit wiring from SPN DBs to various switch boards & sockets.

vii) Light fixtures and ceiling, wall & exhaust fans.

viii) Earthing of VTPN DB, SPN DBs, Lighting Controller DB etc. complete in all respects.

ix) Electric overhead Travel (EOT) crane

15.1.12 **CONTRACT DRAWINGS:**

Contractor shall prepare all working drawings mentioned below in AUTOCAD format and submit in A3 size paper to obtain approval from the engineer in charge (Electrical) before starting the civil work.

i) Layout diagram of complete wiring indicating wiring from Existing Source to VTPNDB, VTPN DB to SPN DB, VTPN DB to overhead crane, VTPN DB to lighting controller DB, lighting controller DB to SPN DB, SPN DB to Switch Board, Light and ceiling fan positions etc.

ii) Single line diagram of Electrical System

iii) The contractor shall keep at least one copy each of drawings, conditions of contract, specifications, instructions and schedule of quantities at the site of works available for reference by any authorized representative Engineer-in-charge (Electrical), at all times during the progress of the works.

15.1.13 **COMPLETION DOCUMENTS:**

The contractor shall submit 2 copies of AS-BUILT layout drawings to OIL after completion of the work. These complete drawings shall give the following information:

Layout drawing indicating all electric equipment, switchboards, DB's etc.

i. Single line diagram of Electrical System
ii. Cable schedule
iii. Operation & Maintenance Manual for EOT crane.
iv. Manufacturers test report & data sheets for major electric items.
v. Electrical test certificate for the electrical work.

15.2 **TECHNICAL:**

SCOPE:

This section covers the general technical specifications, measurement system and quantities of the various electrical items to be supplied, installed and commissioned under the scope of this contract.

15.2.1 **Internal Wiring:**

a) **Point wiring with 3x1.5 sq. mm in PVC conduit:- 50 points**

Wiring for light point/ fan point/ exhaust fan point/ call bell point with 3 nos Single core 1.5 sq.mm size FRLS PVC insulated copper cable in recessed using medium grade ISI approved 25mm size PVC conduit & accessories, suitable GI box as required. (Colour codes – Phase –R/Y/B; Neutral –Black & Earth- Green)). Concealed Point wiring includes laying of PVC conduit in the roof/Wall also.

b) **Light plug point wiring with 3x1.5 sq. mm PVC wire in PVC conduit- 200 meters**

Wiring for light plug point with 3 nos Single core 1.5 sq.mm size FRLS PVC insulated copper cable in recess using medium grade ISI approved 25mm size PVC conduit & accessories, etc as required.(Colour codes – Phase –R/Y/B; Neutral – Black & Earth- Green)).Concealed wiring includes laying of PVC conduit in the roof/Wall also.

c) **Circuit wiring with 3x2.5 sq. mm PVC wire in PVC conduit- 200 meters**

Wiring for circuit/ sub main from MCB DB to desired Switch Board with 3 nos Single core 2.5 sq.mm size FRLS PVC insulated copper cable in recess using medium grade ISI approved 25mm size PVC conduit & accessories, (Colour codes : Phase –R/Y/B; Neutral –Black & Earth- Green)).Concealed circuit wiring includes laying of PVC conduit in the roof/Wall also.

d) **Power wiring with 3 x 4sq.mm PVC wire PVC wire in PVC conduit:- 200 meters**

Wiring for circuit/ sub main/Power wiring from MCB DB to desired Switch Board/power point with 3 nos Single core 4 sq.mm size FRLS PVC insulated copper cable in recess using medium grade ISI approved 25mm size PVC Conduit & accessories, (Colour codes : Phase –R/Y/B; Neutral –Black & Earth- Green). Concealed circuit wiring includes laying of PVC conduit in the roof/Wall also.

e) **Supplying and fixing of 6 A S/Socket:- 30 nos**.

Supplying and fixing 3 module GI box with modular plate and cover in front on recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection etc. as required.

f) **Supplying and fixing 16 A S/Socket : 5 nos**.

Supplying and fixing 3 module GI box with modular plate and cover in front on recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection etc. as required.Modular type switch shall be ISI marked switch modular, unenclosed, push / piano type suitable for flush mounting with screw type terminals suitable for 250V, 50Hz. supply and conforming to IS: 3854/1997 Reaffirmed 2007. Modular socket outlet, flush type mounting, non-shuttered type for 250V,50Hz. supply and conforming to IS:1293/ 2005 with amendments No.1,2&3.The dimensions shall be as per annexure `A of IS: 1293/2005 with amendments No.1,2&3 Note:-Dimensions and withdrawal force values for 2-pin sockets and 5-pin sockets shall be as per IS:1293.

g) **Supply and Fixing of 10 A Industrial Switch Socket : 10 nos**.
Supplying and installation of 10A metallic plug/socket DB complete with 10A Plug and Socket and 10 A DP RCBO, 30 mA sensitivity for 1 phase power supply.

h) **Supply and Fixing of 20 A Industrial Switch Socket: 10 nos**.
Supplying and installation of 20A metallic plug/socket DB complete with 20A Plug and Socket and 20 A DP RCBO, 30 mA sensitivity for 1 phase power supply.

i) **Supply and installation of 32A 3P 5 Pin Industrial Switch Socket: 4 nos**.
Supplying and installation of 32A metallic plug/socket DB complete with 32A Plug and Socket and 32 A 3P RCBO, 30 mA sensitivity for 3 phase power supply.

j) **Supply and installation of 63A 3P 5 Pin Industrial Switch Socket: 4 nos**.
Supplying and installation of 63A metallic plug/socket DB complete with 63A Plug and Socket and 63 A 4P RCBO, 30 mA sensitivity for 3 phase power supply.

k) **Supply and Fixing of 8 Module Switchboard: 7 nos**.
Supply and fixing of 8 Module type Switch Board. Box shall be made out of steel sheet of min 1.20 mm thickness and complete finished box should be duly pretreated, zinc coated & passivated or made of GI sheet of 1.2mm thickness to accommodate specified number of electrical accessories and suitable for indoor electrical installation with provision for earthing terminal.Frame Plate with matching Cover Plate suitable for above Switch Board Box suitable to accommodate specified number of electrical accessories. Frame Plate shall be made of polycarbonate.

The configurations for the relevant plate are defined as under:

A- Number of Rows: 1
B- Number of openings:8
C- Size of opening.1M

l) **Supply & fixing of 6 A Modular switch: 50 nos**.
Supply and fixing of 6 A Modular switch in the existing modular boxes. Modular type switch shall be ISI marked modular, unenclosed, push / piano type suitable for flush mounting with screw type terminals suitable for 250V, 50Hz. supply and conforming to IS: 3854/1997 Reaffirmed 2007.

m) **Supply and fixing of ceiling rose : 50 nos**.
Supplying and fixing 3 pin, 5 amp ceiling rose

15.2.2 **Lights and Fans :**

a) **Supply, Installation, testing and commissioning of Ceiling Fan, 1400 mm : 6 nos**.

Supply, Installation, testing and commissioning of 1400 mm sweep ceiling fan without modular step regulator, including wiring the down rods of standard length (upto 30 cm).Fan shall have double bearing with minimum air delivery shall be 230 CMM. Minimum Power input shall be 60 W .

b) **Supply and fixing of Modular Regulator 100 W : 6 nos**.

Supply and fixing 1 Module step Fan Regulator 100W.Electronic Fan regulator step type (Capacitor Type) with minimum 4 steps(5 position) flush mounting type to IS:11037/1984(Reaffirm 2005) suitable for electric ceiling fan of voltage 230V, AC,50 Hz having wattage up to 100 Watts max. The capacitor used shall be of standard make.

c) **Supply and fixing of Wall Mounted Fan, 18 inch : 8 nos**.

Supplying and fixing of wall Fan 18", air delivery 100 cmm (min), Control Method: Pull string, with complete accessories as required

d) **Supply, Installation, testing and commissioning of Industrial Wall Fan, 600 mm (minimum) : 15 nos**.

Supply, Installation, testing and commissioning of Industrial Wall Fan, minimum 600 mm sweep, 900±10% RPM heavy duty metallic wall mounted fan, including making necessary arrangement for fixing the fan on the wall.

e) **Supply, Installation, testing and commissioning of Industrial Exhaust Fan, 600 mm (minimum): 12 nos**.

Supply, Installation, testing and commissioning of Industrial Exhaust Fan, minimum 600 mm sweep, 900±10% RPM heavy duty metallic exhaust fan, including making necessary hole to suit the size of the above fan and fixing of the fan on the wall.

f) **Supply, Installation, testing and commissioning of LED 1x4 Luminaires : 6 nos**.

Supply, Installation, testing and commissioning of high performance suspended mounting, LM-79 certified luminaire & LM-80 certfied 1x4 sqft LED with alumimium/CRCA body with white powder coating. Fitting shall bewith high translucent diffuser & white optics reflector for glare free light distribution with 40 +/-10% w system wattage, efficacy >=110 lm/W.THD <10% and PF is >0.9. Colour temperature shall be in between 5500 to 6500 K. The driver shall be external type and minimum burning hours shall be 40000 Hrs.The fitting shall be complete with all accessories etc., including supplying and fixing rope/chain and connection with 1.5 sq. mm PVC insulated,copper conductor, three core cable and earthing etc. as required.

g) **Supply, Installation, testing and commissioning of LED 2x2 Luminaires : 16 nos**.

Supply, Installation, testing and commissioning of recessed type 36-40W 2x2 sqft LED, CRCA powder coated luminaire complete with all mounting accessoroies for fixing in the POP type ceiling including supplying, fixing arrangment and connection with 3x1.5 sq. mm PVC insulated,copper conductor, single core cable and earthing etc. as required.Minimum output Lumen shall be 3600 and colour temperature shall be 5500K to 6500K.Driver shall be external. Efficacy >= 100%. Power factor>0.9, THD < 10% , IEC Compliant for safety.

h) **Supply, Installation, testing and commissioning of LED 4 ft batten Luminaires : 20 nos**.

Supply, Installation, testing and commissioning of surface mounting powder coated, Aluminum extrusion housing, IP20 acrylic diffuser fitted 4 ft (1200 mm) LED batten, LM-79 certified luminaire & LM-80 certified LED chip (SMD) complete with all mounting accessories. The product should have an even light distribution with max.10 +/-10% w system wattage, system lumen greater than 2000 Lumen, system efficacy >110 lm/W, CCT 6500k, CRI >80. THD shall be <10% and PF>0.9. Lifetime shall not be less than 40000 hours.

i) **Supply, Installation, testing and commissioning of LED Highbay Luminaires : 36 nos**.

Supply, Installation, testing and commissioning of LED Highbay Luminaires of mimimum 20000 lumen output. Luminaire Efficacy of each light unit shall be minimum 100 lumens/Watt. Luminaire Shall be IP 65/66 category. Colour temperature: Cool white 6500+/- 500 ° K. CRI of the luminaire shall be more than 70%. Light shall be suitable for mounting height of minimum 8 meters. Necessary fixing arrangment from the roof truss has to be done for the luminaries with suitable angle iron support and GI clamps.

j) **Supply, Installation, testing and commissioning of 200 mm PVC exhaust fan with shutter : 4 nos**.

Supply, Installation, Testing and Commissioning of PVC exhaust fan should have the following technical specifications:

(1) Sweep - 200 mm
(2) Air Delivery - 435 m^3/hr minimum
(3) Motor winding - Copper
(4) Exhaust fan shall conform to IS 2312-1967 with latest amendment

15.2.3 **Panels, DBs and Controllers:**

a) **Supply, Installation, Testing & commissioning of Electric Main Incomer Panel : 1 no**.

Supply, Installation, Testing & commissioning of Electric Main Incomer Panel comprising of the following:

Incomer: 400 Amps,4P MCCB
Busbar: 600 Amps ,Aluminium .
Short Circuit capacity : 36kA
Outgoing Feeder :

i) 250 A,4P,36kA MCCB-2 nos.
ii) 160 A,4P,36kA MCCB-2 nos.
iii) 63 A,4P,36kA MCCB-4 nos.

Please refer to SCC for detailed specifications.

b) **Supply, Installation, Testing & commissioning of Three phase 63 A MCB DB, 8 way-double door : 2 nos**.

Supply, Installation, Testing & commissioning of 3 Phase 8 way TPN DB: 3 phase 8 way TPN prewired MCB DB with double door of following specification: DB shall be as per IS 8623, Suitable for Flush mounting or surface mounting application with 100 A copper busbar for each phase, with neutral bar, earth bar and cable ties for cable management, fully insulated busbar and neutral bar. DB shall have proper arrangement for door earthing and corner shields for better protection, Pan assembly for ease of installation, masking sheet, reversible doors, with provision for four pole RCBO as incomer and SP MCB as outgoing, supplied with wire set and MCBs. Wires shall be FRLS copper single core cables of sufficient capacity. DB shall have protection against mechanical impact, minimum protection index shall be IK 09 with acrylic door of IEC-62262 and Ingress protection of IP43. Dimension of DB shall be as per IS 8623. Knockouts on the top shall be of following dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia. Knockouts on bottom shall be of following dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia. Knockouts on both sides shall be of following dimensions: 1 no. 32 mm dia and 2 nos., 25 mm dia. Part 1:DB shall have 63 A,10ka 100 mA RCBO as incomer as per IS: 12460 with latest ammendments, Part 2. Outgoing distribution in each phase shall consist of 8 nos. of MCB (4 nos. of 10 A and 4 nos. of 20 A MCB), all C curve, 10 KA capacity; total no. of MCBs in DB- 24 nos. All MCBs shall be as per IS/IEC 60947-2

c) **Supply,Installation, testing and commissioning of Lighting Controller DB (3-phase) : 1 No**.

3-phase 4 pole 63Amps (minimum) contactor of 415 volts operating coil with stop/start push button complete with sheet metal enclosure and complete internal wiring for locally switching ON/OFF the highbay luminaries. Provisions to be made in the controller DB for providing power supply to 3 nos. of SPN DBs which shall finally feed power to the luminaries.

d) **Supply,Installation,Testing & commissioning of Single phase 63 A MCB DB, 16 way-double door: 8 no**.

Supply,Installation,Testing & commissioning of 16 WAY SPN MCB DB with double door , single pole and neutral, sheet steel, MCB distribution board, 240 volts, on surface , complete with 100 A tinned 12 way copper busbar, 12 way neutral busbar, 12 way earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required.DB shall have following as incomer :63 A RCBO, sensitivity 100mA -1 nos.Outgoings are 10 A MCB ,C curve-6 nos,20 A MCB,C curve- 6 nos.Make of RCBO, MCBs and box shall be of same make. All accessories like Lugs/Thimble etc .required for installation shall be supplied by Contractor.

e) **Supply, Installation, Testing & commissioning of 3 Phase 12 way VTPN DB : 2 nos**.

Supply, Installation, Testing & commissioning 160 A, 12 W, VTPN MCCB DB
Supply of 3 Phase, 12 WAY, vertical TPN MCCB DB, as per the following specifications:

A. **Incoming**:

i) 160 A Thermal adjustable MCCB: 1 no
ii) Rating: 4 pole, 160 A, 25kA, 50Hz, 415VAC
iii) Protection: Thermal and Magnetic Protection

B. **Outgoing Feeders**:

i) 63 A TP C curve MCB: 8 nos
ii) 63 A SP C curve MCB: 12 nos
iii) All outgoing MCBs shall be 'C' curve, 240v AC, 10kA breaking capacity, with DMC housing, suitable for class-II tropicalisation (as per IEC) & approved by ISI or IEC. MCBs shall have integrated label holder, biconnect upper & lower terminals & air channels for low temperature rise.

C. **Bus bar**: 250 A, Tinned Copper

D. **Constructional details of DB**:

DB shall be as per IS-8623 with latest amendment. DB shall have external earth terminal & mounting holes. Cable ties & wire leads for wiring incomer MCCB to respective phase & neutral buses shall be supplied and wired with single core 35 sqmm stranded copper cable with tinned copper lugs. Enclosure shall be IP-43& IK-09 with double door. DB shall have detachable cable entry gland plate on top and bottom side for keeping spare length of cables. All wires inside DB shall have ferrules for identification of circuit number. All unused openings shall be fitted with Blanking Plates. The DB shall be provided with 250 amp tinned copper bus bar for phase & neutral. Neutral & Earth bar shall be 8 way each & suitable for termination of wires with pin type cable lugs.

All accessories like Gland/Lugs/Thimble etc .required for installation shall be supplied by Contractor.

15.2.4 **Cables:**

i) **Supply of 3C x 2.5 mm sq XLPE ARMOURED Cu Cable : 1000 M**

Supply of 3C x 2.5 mmsq XLPE 1100v grade, Heavy duty, XLPE insulated, PVC sheathed, galvanised steel wire armoured cable with stranded, Copper conductor. Cable should be fixed with proper size of saddles at suitable interval. All core insulations shall be colour coded with red,black and green colours. All insulated cores laid up together, covered with inner sheath of extruded black PVC compound, galvanised steel wire armour and black PVC outer sheath. Sufficient filler shall be used to give overall circular shape to the cable. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Armour should be as per IS-3975. Conductor should be as per IS-8130. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one meter length for measurement during use.

ii) **Supply of 3C x 4 mm sq XLPE ARMOURED Cu Cable : 300 M**

Supply of 3C x 4 mmsq XLPE 1100v grade, Heavy duty, XLPE insulated, PVC sheathed, galvanised steel wire armoured cable with stranded, Copper conductor. Cable should be fixed with proper size of saddles at suitable interval. All core insulations shall be colour coded with red,black and green colours. All insulated cores laid up together, covered with inner sheath of extruded black PVC compound, galvanised steel wire armour and black PVC outer sheath. Sufficient filler shall be used to give overall circular shape to the cable. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Armour should be as per IS-3975. Conductor should be as per IS-8130. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one meter length for measurement during use.

iii) **Supply of 3C x 10 mm sq XLPE ARMOURED Cu Cable: 500 M**

Supply of 3C x 10 mmsq XLPE 1100v grade, Heavy duty, XLPE insulated, PVC sheathed, galvanised steel wire armoured cable with stranded, Copper conductor. Cable should be fixed with proper size of saddles at suitable interval. All core insulations shall be colour coded with red,black and green colours. All insulated cores laid up together, covered with inner sheath of extruded black PVC compound, galvanised steel wire armour and black PVC outer sheath. Sufficient filler shall be used to give overall circular shape to the cable. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Armour

should be as per IS-3975. Conductor should be as per IS-8130. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one-meter length for measurement during use.

iv) **Supply of 4C x 16 mm sq XLPE ARMOURED Cu Cable: 500 M**

Supply of 4C x 16 mmsq XLPE 1100v grade, Heavy duty, XLPE insulated, PVC sheathed, galvanised steel wire armoured cable with stranded, Copper conductor. Cable should be fixed with proper size of saddles at suitable interval. All core insulations shall be colour coded with red, yellow, blue and black colours. All insulated cores laid up together, covered with inner sheath of extruded black PVC compound, galvanised steel wire armour and black PVC outer sheath. Sufficient filler shall be used to give overall circular shape to the cable. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Armour should be as per IS-3975. Conductor should be as per IS-8130. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one meter length for measurement during use.

v) **Supply of 1C x 16 mm sq XLPE Cu Cable : 500 M**

Supply of 1C x16 mmsq XLPE 1100v grade, Heavy duty, XLPE insulated, Black PVC sheathed cable with stranded, Copper conductor. The cable shall be approved by IS: 1554 with latest amendments. XLPE insulation should be as per IS-5831. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one meter length for measurement during use.

vi) **Fixing of 1.1 KV grade XLPE Armoured/ Unarmoured Cu Cable on cable tray (upto size 16 sqmm): 1000 M**

Fixing of 1.1 KV grade XLPE Armoured/ Unarmoured Cu Cable (upto size 16 sqmm) with proper size of GI saddles at suitable interval upon the cable tray

vii) **Supply of cable tray (Dimension: 150mm X 50mmx1.6mm):500 M**

GI perforated cable tray, hot dip galvanised with all required accessories like coupling plates, nuts, bolts, washers etc. Size: 16 SWG. Dimension: 150mm X 50mmx1.6mm. Length: 7-meter average or as available. Shape of perforation/ hole: oval/round shape.

viii) **Fixing of cable tray: 500 M**

GI Trays shall be mounted on columns and laid horizontally/vertically between columns for laying cables. MS angles and straps shall be fixed lengthwise, by clamp

or welding (if feasible), between columns for supporting trays. Trays shall be fixed with screw to the angle and strap.

ix) **Supply of 3.5C x 120mm sq XLPE ARMOURED Al Cable: 200 M**

Supply of 3.5C x120 mmsq XLPE 1100v grade, Heavy duty, XLPE insulated, PVC sheathed, galvanised steel wire armoured cable with stranded, Aluminium conductor. Cable should be fixed with proper size of saddles at suitable interval. All core insulations shall be colour coded with red, yellow ,blue and black colours. All insulated cores laid up together, covered with inner sheath of extruded black PVC compound, galvanised steel wire armour and black PVC outer sheath. Sufficient filler shall be used to give overall circular shape to the cable. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Armour should be as per IS-3975. Conductor should be as per IS-8130. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one-meter length for measurement during use.

x) **Supply of 3.5C x 70mm sq XLPE ARMOURED Al Cable: 200 M**

Supply of 3.5C x70 mm sq XLPE 1100v grade, Heavy duty, XLPE insulated, PVC sheathed, galvanised steel wire armoured cable with stranded, Aluminium conductor. Cable should be fixed with proper size of saddles at suitable interval. All core insulations shall be colour coded with red, yellow ,blue and black colours. All insulated cores laid up together, covered with inner sheath of extruded black PVC compound, galvanised steel wire armour and black PVC outer sheath. Sufficient filler shall be used to give overall circular shape to the cable. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Armour should be as per IS-3975. Conductor should be as per IS-8130. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one-meter length for measurement during use.

xi) **Supply of 1C x 25 mmsq XLPE Al cable for earthing:200 M**

Supply of 1C x 25 mmsq XLPE 1100v grade, Heavy duty, XLPE insulated, Black PVC sheathed cable with stranded, Aluminium conductor. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one-meter length for measurement during use.

xii) **Laying of cable and Cable Trench:100 CUM**

Making of cable trench in the soil as per following details:- The trench will be made in soil along the route decided in consultation with OIL. The trench will be 750mm deep, 400mm wide. The trench bottom will be filled with 75mm thick layer of clean sand and levelled to give flat bedding for cable. The cable shall be laid on this sand bed. After laying the cable in the trench the trench will be filled with another layer of clean sand of thickness 75mm. This sand layer will be leveled and complete trench length covered with A- Class bricks. The bricks will be placed perpendicular to the cable route closely without any gap. The trench will then fill with soil and the soil surface shall be dressed properly.

15.2.5 **Earthing and Lightning System**:

i) **Supply and fixing of of Earth electrode : 4 nos**.
Supply and fixing of Earthing with G.I. earth pipe 3 metre long, 100 mm dia (Conforming to BIS:1239) including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.

ii) **Supplying and laying GI strip connection : 100 M**
Supplying and laying 50 mm X 6 mm G.I strip at over ground as strip earth electrode, including connection/ terminating with G.I. nut, bolt, spring, washer etc. as required.(Jointing shall be done by overlapping and with 2 sets of G.I. nut bolt & spring washer spaced at 50mm).

iii) **Supply and fixing of lightning arrester : 2 nos**.
Providing and fixing of lightning conductor finial, made of 25 mm dia 300 mm long,G.I. tube, having single prong at top, with 85 mm dia 6 mm thick G.I. base plate including holes etc. complete with nuts and bolts for overhead lightning protection.

15.2.6 **Air Conditioning System**:

i) **Supply,Installation,Testing & commissioning of 1.5 TR BEE 5 star rated split type air conditioner : 6 nos**.
The split air conditioner shall have following specification and features:
Cooling capacity: 1.5 TR
ii) Type: Single split wall mounted type
iii) 100% copper
iv) BEE Energy rating : 5 star
v) Operating Voltage: 230 V, (+-10%)
vi) Similar to model no. 4503232/185VH CZS
vii) Supply of all the accessories including MS frame for outdoor unit required for successful installation and commissioning of the air conditioning unit.

15.2.7 **Other items :**

i) **Supply, Installation, Testing & commissioning of Electric Siren with all accessories (Range up to 2 km): 1 no**.
Supply, Installation, Testing & commissioning of industrial type heavy duty Electric Siren with all accessories (Range up to 2 km).

15.2.8 **SYSTEM OF DISTRIBUTION AND WIRING:**
Control at the point of entry of supply:

i) There shall be a circuit breaker on each live conductor of the supply mains at the point of entry.

15.2.9 **Distribution:**
The wiring shall be done on a distribution system through main and/or branch (sub-main) distribution boards. The system design as well as the locations of boards shall be as indicated in BOQ/drawings or as specified by the OIL Engineer-in-charge. Main distribution board (VTPN) shall be controlled by a circuit breaker. Each outgoing circuit shall also be controlled by a circuit breaker. The branch distribution board shall be controlled by a circuit breaker. Each outgoing circuit shall be provided with a miniature circuit breaker (MCB) of specified rating on the phase or live conductor. The loads of the circuits shall be divided, as far as possible, evenly between the number of ways of the distribution boards, leaving at least one spare circuit for future extension. The neutral conductors (incoming and outgoing) shall be connected to a common link (multilayer connector) in the distribution board and be capable of being disconnected individually for testing purposes.

ii) 'Power' wiring shall be kept separate and distinct from 'Lighting' wiring beyond the branch distribution boards.

15.2.10 **BALANCING OF CIRCUITS:**
The balancing of circuits in three wire or poly phase installations shall be arranged beforehand to the satisfaction of the OIL Engineer -in-charge.

15.2.11 **WIRING SYSTEM:**

- Lights & fans shall be wired in the 'lighting' circuits.
- 6/16A combined socket outlets and other power outlets shall be wired in the 'Power' circuits.
- 5A/6A Socket outlet shall be wired in the light plug point circuit.
- The wiring throughout the system shall be such that there is no break in the neutral wire except in the form of linked MCCB's, MCB's, RCBO's etc.

15.2.12 **JOINTS IN WIRING**:

No bare conductor in phase and / or neutral or twisted joints in phase, neutral, and / or protective conductors in wiring shall be permitted. There shall be no joints in the through -runs of wires. There shall be no looping of earth wires and neutral wires between points. All light points, plug points etc. shall have their individual neutral and earth wires laying up to the switchboard or distribution board as the case may be.

15.2.13 **RATINGS OF OUTLETS:**

i) MCBs / switches / controllers for devices like light fittings, ceiling fans, exhaust fan etc. shall be rated according to the corresponding device capacity.

ii) RCCBs for household circuits and similar installations should be rated for 30mA tripping current. Socket Outlets shall be rated according to their intended use only.

15.2.14 **CAPACITY OF CIRCUITS:**

'Lighting' circuit shall not have more than a total of 10 points of light, fan and socket outlets, or a total connected load of 800W per circuit, whichever is less, "Power" circuit shall have only one outlet per circuit.

15.2.15 **CONFORMITY TO CEA REGULATIONS, 2023 AND STANDARDS:**

i) All electrical works shall be carried out in accordance with the provisions of CEA (Measures relating to safety and electric supply) Regulations 2013, National Electric code and National Building Code. The works shall also conform to relevant Indian Standards.

ii) In all electrical installation works, relevant safety codes of practice shall be followed.

15.2.16 **TESTING OF WIRING / INSTALLATION:**

i) Inspection will be done in stages, as work progresses. On completion of an electrical installation (or extension thereof) OIL's engineer -in-charge may require a test certificate for the installation/wiring job before energizing the circuits. In such instances, contractor shall issue a test certificate, countersigned by certified supervisor under whose supervision the job was carried out.

The following tests should be carried out:

a) Insulation resistance test
b) Earth continuity test
c) Earth electrode resistance test

All necessary test instruments shall be arranged by the contractor.

15.2.17 **GENERAL REQUIREMENTS OF COMPONENTS:**

i) **Quality of materials:**
All materials shall be of such design, size, material and make as to satisfactorily function under the rated conditions of operation.

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

iii) **Conformity to Standards:**
All components shall conform to relevant Indian Standard Specification, including amendments or revisions there of up to the date of tender acceptance.

iv) **General Notes:**

a) All the items shall be brand new and shall bear BIS monogram, wherever specified.
b) Item shall be guaranteed for a period of one year from the date of installation of materials against any manufacturing defect or workmanship.

15.2.18 **PVC CONDUITS:**

a) All rigid conduit pipes shall be of medium duty PVC conduit of good quality and be BIS marked.

b) The conduit wiring system shall be complete in all respects, including their accessories where many control switches and/or fan regulators are required to be installed at one place, these shall be installed in more than one outlet box adjacent to each other for ease of maintenance.

c) **Bunching of cables:**
Cables shall always be bunched so that the outgoing and return cables are drawn into the same conduit. Where the distribution is for three phase loads only, conductors for all the three phases and neutral wire shall be drawn in one conduit.

15.2.19 **WIRING ACCESSORIES:**

a) **Control switches for points:**
i) Control switches (single pole switches) carrying not more than 16A shall be modular type complete with plate, as specified, and the switch shall be " ON" when the knob is down. Control switch shall be placed only in the live conductor of the circuit. No single pole switch or fuse shall be inserted in the protective (earth) conductor or earthed neutral conductor of the circuit.

b) **Socket outlets:**

i) 6/16 pin Socket outlets shall be of shutter type modular complete with plate. These shall be rated either for 6A, or 6/16A combined. Combined 6 pin (6A/16A) socket outlet shall be provided in 'power' circuits wherever specified. 6A Socket outlets shall only be of 5 pin type; the earth pin shall be connected to earth through protective (loop earthing) conductor. The control switches for 6A and 16A socket outlets shall be kept along with the socket outlets. Generally, socket out let shall be installed at a height above 30 cm but below 130 cm from the floor level.

ii) The layout of wiring shall be as approved by Engineer in Charge.

c) **Switch box covers:**
These shall be modular type of suitable size.

d) **Ceiling rose** – Only one flexible cord shall be connected per ceiling rose. For multiple pendants, each pendant shall have its own rose.

15.2.20 **PRE-WIRED MCB DISTRIBUTION BOARDS:**

i) Pre wired MCB DB's shall be provided where specified.

ii) The complete board shall be factory fabricated and shall be duly pre-wired, ready for installation at site.

iii) The board shall be of wall mounted, cubicle type construction, fabricated out of 1.6mm thick sheet steel, with stove enameled paint finish. The board shall be provided with a hinged cover of 1.6mm thick sheet steel on the front. Only the knob/dolly of the MCB's shall protrude out of the front covers through openings neatly machine made for the purpose. Knock out holes at the bottom, and detachable plate with knock out holes at the top of the board shall be provided.

iv) VTPN DB shall also be provided with two nos. loose wire box and SPN DB shall be provided with one no. loose wire box as a compartment for the complete width and depth of the board, and of minimum height of 125mm in case of VTPN DB, and 100mm in case of SPN DBs.

v) Each distribution board shall be provided with a circuit list giving details of each circuit which it controls and the current rating of the circuit, and the size of the MCB. The board shall be complete with the following accessories:

a) Minimum 100 A copper bus bar(s)for MCB DBs
b) Minimum 200 A copper bus bar for VTPN DB (fitted with 160A MCCB)
c) Neutral link
d) Common earth bar
e) DIN bar for mounting MCB's
f) Screw type terminal connectors suitable for incoming and outgoing cables.
g) Earthing stud(s)

vi) The board shall be fully prewired with single core PVC insulated copper conductors/insulated solid copper links, and terminated on to extended type terminal connectors, suitable for connections to the sizes of the respective conductors. All incoming and outgoing wiring to the pre wired MCB DB's shall be terminated only in extended terminal connectors to be provided within the DB. The terminal connectors shall therefore be so provided as to facilitate easy cable connections and subsequent maintenance. Connectors (Terminal blocks) are to be provided. A common copper earth bar shall be provided within the loose wire box. The common neutral bar as well as the terminal connectors shall, however, be provided within the main compartment just below the loose wire box.

15.2.21 **MINIATURE CIRCUIT BREAKERS (MCB's):**

'C' series MCB's shall be invariably used for all loads. Ratings (A), number of poles, type as MCB or isolator, etc. shall be as specified in the SOQ. The MCB's shall be of minimum 10KA rupturing capacity.

15.2.22 **SWITCH BOARD LOCATIONS**:

i) Switch boards shall be located as indicated on the drawings or as instructed by OIL's engineer. Switchboards should not be installed in places likely to be exposed to the weather. However, exact location will be as per suitable available spaces.

ii) Unless otherwise specified, a switchboard shall be installed so that its bottom is 1.30 m from the floor level. Switchboards shall be well clear of door openings and with an open (unimpeded) space in front of the switchboard for easy access.

iii) Where it is required to terminate a number of casing capping or conduits on a board, it may be convenient to provide a suitable PVC adapter box for the purpose. Such boxes shall be provided with the prior approval of the Engineer-in-charge (Electrical) and this will not be paid for separately. No apparatus shall project beyond any edge of the panel.

15.2.23 **EARTHING:**

i) Earthing shall be done with G.I. earth pipe 3 metre long, 100 mm dia (Conforming to BIS:1239) including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.

ii) G.I. Earth strap shall be supplied with the earth electrode for connecting the earth electrode to the equipment. Earth strap shall be terminated in the electrode/equipment with proper size of zinc coated nuts and bolts.

15.2.24 **WORKMANSHIP:**

Good workmanship is an essential requirement to be complied with. The entire work of manufacture/fabrication, assembly and installation shall conform to sound Engineering practice. The work shall be carried out under the direct supervision of a person holding a valid supervisor's certificate of competency issued by the State Govt. for the type of work involved, employed by the contractor, who shall rectify then and there the defects pointed out by the Engineer -in-charge (Electrical) during the progress of work.

15.2.25 **COMMISSIONING ON COMPLETION:**

After the entire wiring is completed, a joint inspection shall be carried out. The contractor shall rectify the defects pointed out by the OIL during inspection. The works shall be tested by the contractor and the contractor shall submit the test certificates duly signed by the competent persons. The system shall be energized only after OIL approves the work done and submission of test certificate.

15.2.26 **MAKE LIST OF ELECTRICAL ITEMS:**

SL No	Item Description	Approved Make
1	All Cables and Wires	FINOLEX/HAVELLS /POLYCAB/RR KABEL/KEI or substantially equivalent
2	Copper lugs	DOWELL/3D-BILLET/JAINEX or substantially equivalent
3	PVC Conduit	RICHA/PLAZA/AKG/PRESTO PLAST/Anchor or substantially equivalent
4	All industrial switch-socket units	LEGRAND/SCHNEIDER/SIEMENS/HAVELLS or substantially equivalent
5	Ceiling fan, 1400 mm Sweep, White in Colour	HAVELLS(Pacer)/BAJAJ(Kassels)/ORIENT (PSPO)/USHA/CROMPTON GREAVES or substantially equivalent
6	LIGHT FITTINGS (including Driver)	PHILIPS /CROMPTON/GE/BAJAJ/HAVELLS or substantially equivalent
7	All MCCB	LEGRAND/SIEMENS / ABB /L&T/HAVELLS or substantially equivalent
8	All MCB'S (10KA, C-curve)	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS or substantially equivalent
9	All RCBO Note: Make of RCBO, MCBs and box shall be of same make	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS or substantially equivalent
10	All MCB DB MCB DB and MCBs/RCBO fitted therein have to be of	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS or substantially equivalent

	same make	
11	VTPN DB VTPN DB and all components fitted therein have to be of same make	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS or substantially equivalent
12	Modular switches /Socket/Box/ Blank plate	HAVELLS/MK/SCHNEIDER/CRABTREE/LEGRAND or substantially equivalent
13	Modular Fan regulator 100W	LEGRAND/SCHNEIDER/CRABTREE/ INDOASIAN ELVIRA/HAVELLS/MK or substantially equivalent
14	Metal GI Box	LEGRAND/SCHNEIDER/CRABTREE/ INDOASIAN ELVIRA/HAVELLS/MK or substantially equivalent
15	Metal enclosure for MCB	LEGRAND/SCHNEIDER/SIEMENS /L&T/HAVELLS or substantially equivalent
16	Contactor for Lighting Controller	LEGRAND/SIEMENS/GE/HAVELLS/ SCHNEIDER/ABB or substantially equivalent
17	Industrial Wall/Exhaust Fan	USHA/HAVELLS/CROMPTON/BAJAJ or substantially equivalent
18	GI Pipe for earthing	JINDAL/TATA or as approved by OIL or substantially equivalent
19	EOT Crane	Eddy Cranes Engineers Pvt Ltd./ Electro Mech / Kone crane/Grip or equivalent or substantially equivalent
20	Air Condition	Carrier/Mitsubishi/LG/Haier/Daikin/Bluestar or substantially equivalent

15.2.27 **Specification of LT panel:**

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LT PANEL:

1. The LT panel shall be 415 V AC, 50HZ indoor type panel with MCCBs as incomer and MCCBs as outgoing feeders, skid mounted ready for operation on being installed in a fixed position.

15.2.28 **Standards:**

All components used in the manufacture of the Panels shall confirm the relevant IEC/BIS standard specification. Few of the standards are mentioned as follows:

i) IS:13947-1993/IEC:60947 General arrangements for switchgear and control gear for voltage not exceeding 1000 V

ii) IS: 12063-1987/IEC:60529 Degrees of Protection provided by enclosures of electrical Equipment

iii) IS: 5/2004 Colour for ready mixed paints and enamel

iv) IS: 732/1989 Code of Practice for Electrical Wiring Installations

v) IS: 5039/1983 Distribution pillars for voltage not exceeding 1000 V

vi) IS/IEC: 127-1994 Miniature Fuses- Fuse Holders for Miniature Cartridge Fuse Links - Specification

vii) IS:2551-1982 Danger Notice Plates

viii) IEC:60664 Insulation co-ordination within low voltage system including clearance creepage distances for equipment

15.2.29 **The panel shall have:**

i) Incoming Feeders:

Incomer shall have 250 A, 4 pole, 36 kA moulded case circuit Breaker, 415V AC, 50Hz with microprocessor based O/C, S/C, E/F release: 1(one) no.

Each Incomer shall have following features:

a. Digital multifunction meter with accuracy class 0.5 and with RS-485 port with MODBUS protocol.
b. Cast resin Current Transformer as per IS 2705 & IS 4201 and shall be sized adequately: 03 nos.
c. LED Indication lights for 'Feeder ON', 'Feeder OFF' & 'TRIP': 03 nos.
d. Moulded HRC Fuse Holders with HRC Fuses/MCBs for control circuit protection
e. Rotary Handle for operating the MCCBs
f. Protection type LSIgN
   Ics = 100% Icu as per IEC 60947-2

ii) **Outgoing Feeders:**

Outgoing shall have MCCB of following ratings:

a. 160 A, 4 pole, 36kA Moulded case circuit Breaker, 50Hz, 415V AC with O/C & S/C release: 2(two) nos.
b. 100 A, 4 pole, 36kA Moulded case circuit Breaker, 50Hz, 415V AC with O/C & S/C release: 2(two) nos.
c. 63 A, 4 pole, 36kA Moulded case circuit Breaker, 50Hz, 415V AC with O/C & S/C release: 2(two) nos.

Each outgoing feeder shall have following features:

i) LED Indication lights for 'Feeder ON', 'Feeder OFF' & 'TRIP': 03 nos.
ii) Moulded HRC Fuse Holders with HRC Fuses/MCBs for control circuit protection
iii) Extended rotary handle for operating the MCCBs.

iii) **Busbar:**

The bus chamber shall be sheet steel clad having front and rear bolted covers and shall consist of 1 set TP & N electrolytic grade, high conductivity Aluminium bus-bars, conforming to BIS. Current rating of bus bar sections 400 A, suitable for 415 V AC, 50 Hz system. Neutral bar shall be of same size as phase bus. The bus-bar shall be insulated with heat shrinkable PVC sleeves and shall be supported at required intervals with non- hygroscopic, non-deteriorating, and non-inflammable SMC / FRP Supports having adequate mechanical strength and a high tracking resistance, to withstand short circuit fault levels up to 36 kA for 1 sec.

15.2.30 **General Requirements and Constructional Details:**

i) Panel shall be self-supporting, Indoor Type, dust, vermin/rodent proof, suitable for placing on a suitable RCC foundation. Any left holes/cable entries shall be blocked by using detachable metallic sheets to prevent entry of rodent/reptiles.

ii) The structure of Panel shall be made with 2mm thick CRCA sheet and (75x40x6) mm base channel as required.

iii) Heavy duty Lifting hooks (4 No's heavy duty lifting hooks) shall be provided for lifting of Panel.

iv) The door shall be in parts and shall have locking arrangement with special type Knob type key. Danger Plate fitted on both sides.

v) For cooling of the component louver arrangement shall be made in the Panel

vi) Panel shall have a heavy duty base framework. The frame design shall be such that the height between cable entry plate and the connection hole of brought out link of incoming, outgoing MCCBs shall be minimum 450mm.

vii) The entire sheet-work shall be given minimum nine tank anti-rust treatment as per IS and then powder coated in light grey shade no 631 as per IS: 631.

viii) All hardware should be of high tensile steel & Zinc passivated. Size of spring washers & flat washers should be as per relevant IS for individual bolt.

ix) All the components shall be mounted on separate steel plate with necessary stiffeners or suitable channels so that all the components can be checked and replaced from front side after opening the door.

x) All items will be labelled using riveted engraved metallic or mica labels.

xi) All incoming and outgoing cables shall enter the enclosure from bottom side. Cable entry plates have individual detachable gland plates for all cables. These detachable plates shall be accessible and removable from inside. All cable entry plates shall have knockouts.

15.2.31 **General Technical Requirements:**

i) All connection links between bus-bar and MCCBs & brought out links shall be made with rectangular sections of Aluminium confirming to IS 5082. Current rating of links shall be minimum 1.5 times (rating for unassembled sections) the device rating. Spreader bars supplied by MCCB manufacturer shall be used for all incoming and outgoing terminations for all MCCBs.

ii) All control wiring shall be done with single core 2.5sqmm, FRLS PVC insulated, 1100v grade, IS approved stranded copper cable.

iii) All control cable ends shall have crimped copper lugs for proper termination and ferrules for identification of wiring. All the control circuit wiring shall be connected with terminals blocks, ferrules for easy identification.

iv) All panel doors shall be earthed as per IS 3043.

v) No bimetallic joints shall be permitted in the links of connections.

vi) Special non-deteriorating Neoprene rubber gaskets shall be provided at panel doors.

vii) Sufficient space should be provided for proper glanding, dressing, connecting up and maintenance of all cables. Sufficient nos. of cable entry holes shall be provided in the cable entry plate.

viii) Protective shrouds of 4 mm thick hylam sheets shall be provided as insulation barriers between the bus chamber and feeders. Transparent fibreglass barriers shall also be provided on both incoming and outgoing side of all MCCBs.

ix) A printed drawing of complete circuits shall be pasted on the outside of the inside of door of each feeder pillar.

x) All items shall be duly fixed with zinc passivated high tension hard-wares. DIN channel shall be used for components having facility to mount on DIN channel.

xi) Current transformer shall be cast resin type, with suitable specification.

xii) 2 No's passivated heavy duty type nuts and bolts shall be provided for connection of earthing on two opposite side.

xiii) For all incoming and outgoing cable connection, brought out terminals shall be provided.

xiv) For all incoming and outgoing cables along with Panel suitable size of holes shall be made into detachable gland plate for incoming and outgoing feeders. The cable

gland is to be supplied and fitted in the Panel by bidder as per requirement of incoming and outgoing feeders.

xv) The Panel shall have provision for incoming and outgoing cable entries.

15.2.32 **Name Plate and Marking:**

a. Panel shall be provided with Aluminum /Stainless steel / Brass nameplate showing the following information indelibly marked in English:

(i) Manufacturer's Name
(ii) OIL's Purchase Order No. & date
(iii) Manufacturer's Serial Number
(iv) Year of Manufacture
(v) Rated Voltage Rating

b. **Danger Notice Plates:**
Danger/Warning Notice plate as per IS 2551 shall be provided on the front and rear side of the feeder pillar using steel rivets. The language of the notice will be in English, Hindi and Assamese.

c. All feeders shall have engraved designation nameplates.

15.2.33 **Warranty:**
The goods/equipment shall be of best quality and workmanship. Panel and all its components shall be warranted for twelve (12) months from the date of handing over against defects arising due to material, workmanship or design. The party shall agree to replace/repair the defective components at site at their cost during warranty period.

15.2.34 **Drawing & Documents:**
a. Documents/drawings to be submitted before manufacturing:

i) GA drawing, SLD, termination details, wiring diagram and complete bill of material of the Panel.

b. Documents/drawings to be submitted along with the supply (2 sets each):

i) Approved GA drawing showing all details, including constructional detail and component layout for panels
ii) Approved SLD & Schematic Diagram
iii) Technical catalogue/literature of all equipment.
iv) Bill of Materials with technical details

15.2.35 **Pre-dispatch Inspection of Panel:**

a. OIL representatives shall carry out pre-dispatch inspection of the LT Panel and witness all necessary routine testing as per IS at manufacturer's works. Charges towards inspection and witness test, if any, shall be included in the price of the main equipment.

b. Any alteration/modification requirements pointed out during the inspection shall be carried out by the manufacturer at no extra cost to OIL and confirmed before dispatch, without which dispatch clearance shall not be given.

15.2.36 **Installation and Commissioning:**

a. Scope of Installation:

i) Supplier shall install and commission the LT panel.
ii) Supplier shall ensure proper earthing of the LT panel.
iii) Supplier shall arrange for all the manpower, tools and tackles, instruments etc., necessary for installation and commissioning of the LT panel.

b. Scope of Commissioning:

i) Checking of the LT panel and indoor equipment for transit damage and rectification if any.
ii) Cable connection from OIL's power source to LT panel and LT panel to all VTPN DBs.
iii) Earthing connection from LT panel to electrode and measurement of earth resistance.
iv) Testing of the equipment before energization (IR test and general checking), energization of the panel, operation checks.
v) Submission of testing and commissioning report

c. General Notes on Installation & Commissioning:

i) The commissioning works shall be done by the manufacturer or by the manufacturer's authorized party.
ii) The bidder shall confirm that the jobs shall be carried out under the direct supervision of an Engineer/an electrical supervisor holding a valid Electrical supervisor certificate of competency issued by Govt. of Assam. The copy of certificate of competency should be submitted prior to commencement of commissioning jobs.

**********End of Electrical SCC & Scope of Works**********

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

The payment shall be released for the actual job executed at site as per the payment schedule mentioned below. 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 to carry out the work in totality, and no additional payments will be made for any additional items required to complete the project which has not been considered by the contractor at the time of bidding. All additional work if required will have to be carried out the contractor at his own expense and hence contractor must consider all aspects for completion of the project while quoting the rates.

16.1 **SCHEDULE OF PAYMENTS:**

The payments for this job shall be released as per the below mentioned schedule after fulfilling other contract clauses of this contract.

Sl. No.	**Description of work**	**Payment to be processed with reference to the contract value**	**Cumulative payment to be released**
01	On completion of Site Clearance, removal of existing structure and all related activities	5 % of contract value	5 % of the contract value
02	On Completion of Sub-soil Investigation and submission of vetted report	5 % of contract value	10 % of the contract value
03	On submission of Design and all structural, architectural and PEB related working drawings duly Vetted by IIT/NIT and OIL	10 % of contract value	20 % of the contract value
04	On completion of all civil works up to plinth excluding floor work.	10 % of Contract Value	30 % of the contract value
05	On completion of Erection of PEB Columns and civil works up to 3m high brick wall.	25 % of Contract Value	55 % of the contract value
06	On completion of all PEB Framework such roof truss, purlins and rafters etc, and all civil works related to roofing and wall cladding including floor work, doors, windows and ventilators, rolling shutters and paint works etc	15 % of Contract Value	70 % of the contract value
07	On completion of Fixing EOT Crane and all electrical	15% of Contract Value	85 % of the contract value

	connections		
08	On completion of completion and commission of workshop	15 % of Contract Value	100 % of the contract value

Note: A retention money of 7.5% to be kept from each running bill and will be released at the time of Final Bill Payment i.e. after completion of Defect Liability Period and submission of all statutory and other required documents.

16.2 **ABNORMALLY HIGH UNIT RATES/ABNORMALLY LOW UNIT RATES (AHR/ALR ITEMS)**

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

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

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

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

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

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

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

16.3 **CONTRACTOR'S RISKS**: All risks of loss of or damage to physical property and of physical injury and death to the personnel, which arise during the course of and in consequence of the performance of the contract, are the responsibility of the contractor.

16.4 **LABOUR CLEARANCE ADVICE/LABOUR CLEARANCE CERTIFICATE**:

The Contractor shall obtain and submit the Labour Clearance Advice (LCA) and/or Labour Clearance Certificate (LCC) within the mobilization period.

The following are the three different categories of labour clearances:

16.4.1 In case of engaging 50 or more contract labours per day, Labour License is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan.

16.4.2 In case of engaging maximum 49 or less contract labours per day, LCA is to be obtained from HR Relation Department of OIL, Duliajan.

16.4.3 In case 10 or more Inter-state migrant contract labours are engaged per day, ISMW (Inter-state migrant workers) license is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan.

Depending on total number of labourers engaged, the LCA/License Decision making is tabulated as 2 by 2 matrix below:

Total Number of Labourers engaged	**09 or less Inter-state Migrant Work-persons**	**10 or more Inter-state Migrant Work-persons.**
49 or less Contract Labours	-Only LCA required from HR Relations	-Inter-state migrant Work persons license required from labour authority. -LCA Required from HR Relations
50 or more Contract Labours	-Labour license under the Contract Labour (R&A) Act is required from labour authority. -LCA Required from HR Relations	-Inter-state migrant Work-persons license required from labour authority. -Labour license under the Contract Labour (R&A) Act is required from labour authority -LCA Required from HR Relations

16.5 **Contractor's Obligation**:

16.5.1 The contractor shall comply with all provisions stipulated by the Ministry of Labour and Employment vide D.O. No. Z-20025/13/2019-LRC(E)/e-119357 dated 24.04.2026 along with any subsequent amendments, notifications, orders, or instructions issued by the Government from time to time.

16.5.2 Contractor shall not engage any person who has attained the age of 60 (sixty) years as a Contract Labour for execution of the contract. "Contract Labour" shall mean any

worker hired in or in connection with the work of an establishment by or through a contractor or sub-contractor, with or without the knowledge of the Principal Employer, as defined under Section 2(m) of the Occupational Safety, Health and Working Conditions Code, 2020.

16.5.3 The Bidder/Contractor must abide by the following new Labour Codes/notified by Govt. of India on 21.11.2025 and their Rules to be notified:

a) The Code on Wages, 2019 and rules framed there under.

b) The Industrial Relations Code, 2020 and rules framed there under.

c) The Code on Social Security, 2020 and rules framed there under.

d) The Occupational Safety, Health and Working Conditions Code, 2020 and rules framed there under.

16.6 **FORCE MAJEURE**: In the event of Force Majeure, no 'force majeure' rate shall apply.

16.7 **INTEGRITY PACT**: **Applicable** for this tender

16.8 **Termination for delay in mobilization:** Notwithstanding anything in the Banning Policy of OIL, in the event of such termination due to the CONTRACTOR's failure to mobilize within the stipulated period, the CONTRACTOR shall, in addition to termination of the Contract, be liable to immediate suspension from participating in any tendering process or entering into any contractual engagement with OIL for a period of three (3) months from the effective date of termination, without prejudice to any other rights or remedies available to OIL under the Contract or applicable law.

16.9 **Training & Certification Obligation**

The Contractor shall, at its own cost, ensure that all personnel are trained and certified for their respective roles prior to mobilisation, and that such certifications remain valid for the entire contract duration. viz. (but not limited to):

16.9.1 First Aid (valid certificate from DGMS-recognised centre for mines/oil-mine work) for at least 02 contractor personnel per set of manpower to be deployed as per conditions of work.

16.9.2 Permit-to-Work (PTW), Fire safety & Fire Fighting Basics for competent contractor personnel.

16.9.3 Working at Height, Electrical Safety, PPE selection/use, Manual handling-as applicable to job role.

16.9.4 Medical Fitness as per statutory norms for mine/oil-field work; records to be available at site.

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

16.11 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.

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

16.13 **ACCEPTANCE OF POWER OF ATTORNEY FOR EXECUTION OF CIVIL WORK**

16.13.1 **General**

The Contractor may authorize a representative through a Special Power of Attorney (PoA) for the purpose of site-level execution of works under this Contract, subject to the conditions stipulated herein. Acceptance of any PoA shall be entirely at the discretion of Oil India Limited (the Company) and the Company reserves the right to reject or withdraw acceptance of the same at any stage without assigning any reason

16.13.2 **Conditions for Acceptability of PoA**

A Power of Attorney shall be considered acceptable only if it satisfies all the following conditions:

a) The PoA holder must not be proprietor/partner of any other OIL's registered firm.

b) The PoA holder shall be a major (minimum 18 years of age), be of sound mind, not be debarred / blacklisted by any PSU / Government organization.

c) The PoA shall be a Special Power of Attorney (as per the given format as Annexure), executed exclusively for this Contract, and not a General Power of Attorney.

d) The PoA shall be executed on Non-Judicial Stamp Paper of appropriate value, and duly notarized.

e) The PoA shall clearly mention Contract Number & Description of work of the Contract.

f) The PoA shall bear recent passport-size photograph of the PoA holder along with specimen signature of the PoA holder duly attested by the Contractor.

g) The PoA shall not override any terms of the Contract.

h) The Company shall have the right to seek additional clarification / documents whenever required and/or reject the PoA if found ambiguous, excessive, or prejudicial to Company interest.

16.13.3 **Company's Discretion**

Acceptance of a PoA by the Company shall not be deemed automatic and shall not absolve the Contractor of any contractual obligations. The Company may, at its sole discretion:

a) Reject the PoA at any stage without assigning any reason.

b) Disallow specific powers mentioned in the PoA.

c) Withdraw recognition of the PoA holder for misuse or non-performance.

d) Require replacement of the PoA holder at any time

16.13.4 **Scope of Powers Granted to the PoA Holder**

Subject to acceptance by the Company, the PoA holder shall be authorized only for site-level operational activities as detailed below:

a) **Site Supervision**

To manage, supervise, and coordinate execution of works at site strictly in accordance with contract provisions, approved drawings & as per instructions of the Engineer-in-Charge

b) **Materials, Tools & Equipment**

To receive, deploy, safeguard, and account for materials, tools, plants, and equipment issued by the Company or arranged by the Contractor solely for execution of the works

c) **Measurements**

To remain present during joint measurements and to sign Measurement Books only as "Contractor's Authorized Site Representative", subject to verification and final certification by the Company.

d) **Labour Management**

To supervise labour for execution of works, ensure timely wage payment & maintain labour-related records without certifying statutory compliance, which shall remain the Contractor's responsibility.

e) **Site Records & Reports**

To submit routine execution-related documents including Daily Progress Reports, site instructions compliance reports, labour deployment statements, & safety and housekeeping records

f) **Routine Correspondence**

To sign and submit routine correspondence relating to execution methodology, site coordination, clarifications sought by site officials, excluding any correspondence involving contractual interpretation, claims, or disputes

16.13.5 **Restrictions on PoA Holder**

Notwithstanding anything contained elsewhere, the PoA holder shall not have authority to:

a) Sign the contract and/or work order
b) Modify, amend, waive, or interpret any provision of the Contract
c) Submit, certify, or settle bills, claims, counter-claims, or variation proposals
d) Receive contract payments, security deposits, retention money, or refunds
e) Appoint sub-contractors or assign any part of the work
f) Represent the Contractor in Arbitration, Litigation, Vigilance or disciplinary proceedings unless sought by Oil India Limited

16.13.6 **Revocation and Termination**

The PoA shall stand revoked:

a) Upon completion of the Contract and release of retention money, or
b) Upon written revocation by the Contractor, or
c) Upon written direction of the Company
d) Upon proven misconduct or negligence
e) Upon death of the POA Holder
f) Upon resignation of the POA Holder
g) Upon insolvency or bankruptcy of the Contractor
h) Upon conviction of the POA Holder for any criminal offence

Revocation of PoA shall not relieve the Contractor of contractual responsibilities.

16.13.7 **Contractor's Responsibility**

Appointment of a PoA holder shall not dilute or transfer the Contractor's obligations, liabilities, or accountability under the Contract. The Contractor shall remain fully responsible and liable for all acts, omissions, negligence, misconduct, misrepresentation, fraud, breach of contract, and statutory violations committed by its authorized Power of Attorney holder(s) in connection with the Contract.

Any act performed by the Attorney Holder within the scope of the Power of Attorney shall be deemed to be an act of the Contractor. The Contractor and the Attorney Holder shall be jointly and severally liable for all consequences arising therefrom.

16.14 **GOODS AND SERVICES TAX:**

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

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

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

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

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

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

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

16.14.6 Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities, (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OIL's account.

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

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

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

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

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

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

16.14.29 **DOCUMENTATION REQUIREMENT FOR GST:**

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

Any invoice issued shall contain the following particulars:

a) Name, address and GSTIN of the supplier;

b) Serial number of the invoice;

c) Date of issue;

d) Name, address and GSTIN or UIN, if registered of the recipient;

OIL'S GSTIN DETAILS	
GSTIN	18AAACO2352C1ZW
Legal Name	OIL INDIA LTD
Trade Name, if any	OIL INDIA LIMITED

e) Name and address of the recipient and the address of the delivery, along with the State and its code,

f) HSN code of goods or Accounting Code of services[SAC];

g) Description of goods or services;

h) Quantity in case of goods and unit or Unique Quantity Code thereof;

i) Total value of supply of goods or services or both;

j) Taxable value of supply of goods or services or both taking into discount or abatement if any;

k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);

l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);

m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;

n) Address of the delivery where the same is different from the place of supply and

o) Signature or digital signature of the supplier or his authorised representative.

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

p) The original copy being marked as ORIGINAL FOR RECIPIENT;

q) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and

r) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

16.14.30 **ANTI-PROFITEERING CLAUSE**:

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

reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

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

16.15 **NOTICES**

Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

COMPANY	
a) **For CONTRACTUAL MATTERS** CGM-Contracts(HOD) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in	b) **For TECHNICAL MATTERS** CGM – CIVIL(HOD) CIVIL ENGINEERING DEPARTMENT OIL INDIA LIMITED, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 8859 Email: ghazarika@oilindia.in
CONTRACTOR _____ _____ Phone No.:	

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

16.16 All Invoices are to be sent to the following address:

CGM-Civil (HoD)
Civil Engineering Department
Oil India Limited

P.O. Duliajan-786602, Dist. Dibrugarh, Assam

PART-V

SAFETY MEASURES (SM)

To,

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

SUB: SAFETY MEASURES

Description of work/service: "Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials".

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

g) We shall abide by the HSE (Health, Safety & Environmental) points mentioned in the Special Conditions of Contract (SCC):

(Seal) Yours Faithfully,

Date_____ M/s._____

FOR & ON BEHALF OF CONTRACTOR

****

PART-VI

INTEGRITY PACT (IP)

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 "**Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials**". The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

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

Section 1 - Commitments of the Principal

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

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

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

III. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section 8 - External Independent Monitor/Monitors

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

3. If case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

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

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For the Principal For the Bidder/Contractor

Place: Duliajan. Witness 1: .....

Date: Witness 2: .....

BID FORM

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

Sub: IFB No. CDC2446P27 –"Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials"

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

Dated this _____ day of _____ 2026 .

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Non-Compliance**" in the above Proforma is left blank (or not submitted along with the Bid), then it would be construed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
CGM- CONTRACTS (HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDC2446P27

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDC2446P27** for "**Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials**"

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA FOR LETTER OF AUTHORITY

TO
CGM-CONTRACTS (HoD)
Contracts Department
P.O. Duliajan PIN-786602
Dist. Dibrugarh, Assam, India

Dear Sir,

SUB: OIL's IFB No. CDC2446P27

We, _____ of _____ confirm that Mr. _____ _____ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. **CDC2446P27** for "**Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials**". for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

_____

Signature of Bidder with Official Seal

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ___ day of _____ 20_____.

THE CONDITIONS of these obligations are:

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

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

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

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

B. Controlling Office:

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

Contd.....P/2

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs……

b) This guarantee shall be valid till …….

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……. (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ……. (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

a) SIGNATURE AND SEAL OF THE GUARANTORS_____
b) Designation_____
c) Name of the Bank_____
d) Address_____

Note:

***** The Bidder should insert the amount of the guarantee in words and figures.

****** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

******* The Bank Guarantee issuing bank branch shall ensure the following:

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

(i) MT 760/ MT 760 COV for issuance of Bank Guarantee
(ii) MT 760/ MT 767 COV for amendment of Bank Guarantee

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

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

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

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

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

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

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

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

This guarantee is valid until the _____day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Contd.....P/2

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs.....

b) This guarantee shall be valid till .....

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

a) SIGNATURE AND SEAL OF THE GUARANTORS_____
b) Designation_____
c) Name of the Bank_____
d) Address_____

Note:

***** The Bidder should insert the amount of the guarantee in words and figures.

****** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

******* The Bank Guarantee issuing bank branch shall ensure the following:

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

(iii) MT 760/ MT 760 COV for issuance of Bank Guarantee
(iv) MT 760/ MT 767 COV for amendment of Bank Guarantee

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

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
c. Further correspondence against BG towards Bid Security must contain the Tender Number.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer no._____dated_____ submitted by the Contractor against the Company's IFB No. _____ and the Contractor accepted the same vide _____; and

WHEREAS, the Contractor has furnished to Company the performance security in the form of _____ for ₹ _____ (being 2.5% of the Contract value) only issued by_____.
.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

Contd.....P/2

(a) PART-I	indicating the General Conditions of this Contract;
(b) PART-II	indicating the Schedule of work, unit, quantities & rates;
(c) PART-III	indicating the Special Conditions of Contract;
(d) PART-V	indicating the Safety Measures.
(e) PART-VI	indicating Integrity Pact (IP)

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	For and on behalf of Contractor (M/s. _____)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No. _____ Date _____

To,
The CGM-Contracts (HoD)
Contracts Department,
OIL, Duliajan

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDC2446P27

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Note '2' under Clause 3.0 Financial Criteria of BEC-BRC of Tender No. CDC2446P27

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

The balance sheet / Financial Statements for the financial year _____ have actually not been audited as on the Original Bid Closing Date.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

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

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. .....for an amount of INR..... valid up to ..... as per terms and conditions of Tender / Contract No. .....

BG issuing bank details:

Bank: Branch: IFS Code:	
Contact Details E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
Correspondence Address H No/Street/City:	State: Country: Pin Code:

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No.: _____

Enclosure: Original bank guarantee

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To,

Oil India Limited

_____

_____

India

Dear Sirs,

1. In consideration of _____ _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No._____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20___ at _____

WITNESS NO.1 _____ (Signature) Full name and official address (in legible letters) Stamp WITNESS NO.2 _____ (Signature) Full name and official address (in legible letters) Stamp	_____ (Signature) Full name, designation and address (in legible letters) With Bank Attorney as per power of Attorney No._____ Dated _____

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

Ref. No. _____ Date _____

To,
CGM- CONTRACTS (HoD)
Contracts Department,
OIL, Duliajan

SUB: UNDERTAKING FOR LOCAL CONTENT

Dear Sir,

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____ dated _____ for **'Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials.'**

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 27th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is _____ %.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issue by Ministry of Petroleum and Natural Gas vide notification no. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432)** dated **27.03.2024.**

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

FORMAT FOR HINDRANCE REGISTER

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

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

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

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. **CDC2446P27**

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

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

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED

To,
CGM-CONTRACTS
M/s. OIL INDIA LIMITED
DULIAJAN-786602

TENDER NO. CDC2446P27

Tender Description: "**Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials".**

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

Ref: Tender No.

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

b. We,hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

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

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

SL No	NAME	ADDRESS	PAN NO	GST NO	OIL VENDOR CODE

Place:

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

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

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bank:

EXHIBIT–I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTIONG

(REF. CLAUSE NO. 18.6 OF THE FORWARDING LETTER)

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

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

Signature of Authorized Signatory

Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT–II

UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 18.1 OF THE FORWARDING LETTER

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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

Signature of Authorized Signatory

Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

BID SECURITY DECLARATION

(To be submitted on Bidder's letter head in case bidder is exempted from Bid Security/EMD)

To,
CGM-CONTRACTS (HOD)
OIL INDIA LIMITED
P.O. DULIAJAN – 786602
Assam, India

Sub: BID SECURITY DECLARATION IN RESPECT OF TENDER NO. **CDC2446P27**

Dear Sir(s),

I/We, the undersigned, declare that:

1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.

2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Yours faithfully,

For (Name of the firm _____)

Signature of Authorised Signatory

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we _____ (Name & address of the "Insurer") _____ having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. .....(Rupees ..... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.
SEALED with the said Insurer this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; 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.

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

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

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

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

4. Notwithstanding anything contained herein:

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

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

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

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

Witness:	**Issuing Authority:**
.....	.....
(Signature)	(Signature of the Authorised Signatory)
.....	.....
(Name)	(Name)
.....	.....
(Designation & official address)	(Designation with Insurer Stamp)
	Authorised Vide
	Power of Attorney No.....
	Date.....

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

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

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

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

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

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

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

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

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

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

(To be stamped in accordance with the Stamp Act)

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

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

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

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB in figures) _____ (in words_____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we, undertake to pay you, upon your first written demand stating the default/breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

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

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

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

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

4. Notwithstanding anything contained herein:

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

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

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

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

Witness:	**Issuing Authority:**
.....	.....
(Signature)	(Signature of the Authorised Signatory)
.....	.....
(Name)	(Name)
.....	.....
(Designation & official address)	(Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No.....

Date.....

INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

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

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

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

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

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

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

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

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

Annexure-XXIV

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

To,
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
ASSAM, INDIA

Sir,

SUB: OIL's IFB No. CDC2446P27

M/s._____ having registered office at_____

intend to participate in the above referred tender of OIL INDIA LIMITED.

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

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

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

.

Thanking you,

Authorised Person's Signature: _____

Name: _____

Annexure-XXV

Photograph of the Grantor

TO BE EXECUTED IN RS ..... NJSP

REVOCABLE SPECIAL POWER OF ATTORNEY

This **DEED OF REVOCABLE SPECIAL POWER OF ATTORNEY** is made on this _____ day of _____, _____.

KNOW ALL MEN BY THESE presents that I Sri _____, (PAN No. _____), S/O _____, by religion _____, by occupation business, resident of _____, being {sole proprietor of the Proprietorship Firm / Managing Partner of Partnership firm} M/s _____, Registered before the Sub Register, _____District, _____, being Deed No _____ Sl No _____dated _____, under the Indian Partnership Act 1932 (*strike out whichever is not applicable*) and having its principal place of business at _____, Assam, do hereby NOMINATE, CONSTITUTE AND APPOINT, Sri _____, (PAN No. _____), S/O _____ resident of _____, Assam to be true and lawful attorney for and on behalf of my/our firm M/s _____, to execute and perform and cause to be done, executed and performed any of the following ACTS, DEEDS, THINGS and MATTERS in connection with the day to day affairs on my/our behalf in respect of the Contract bearing no. _____ (hereinafter referred to as "Contract") for ..... (*description of the Contract*) awarded by OIL INDIA LIMITED (hereinafter referred to as OIL).

1. Site Supervision: To manage, supervise, and coordinate execution of works at site strictly in accordance with contract provisions, approved drawings & as per instructions of the Engineer-in-Charge

2. Materials, Tools & Equipment: To receive, deploy, safeguard, and account for materials, tools, plants, and equipment issued by the Company or arranged by the Contractor solely for execution of the works.

3. Measurements: To remain present during joint measurements and to sign Measurement Books only as “Contractor’s Authorized Site Representative”, subject to verification and final certification by the Company.

4. Labour Management: To supervise labour for execution of works, ensure timely wage payment & maintain labour-related records without certifying statutory compliance, which shall remain the Contractor’s responsibility.

5. Site Records & Reports: To submit routine execution-related documents including Daily Progress Reports, site instructions compliance reports, labour deployment statements, & safety and housekeeping records

6. Routine Correspondence: To sign and submit routine correspondence relating to execution methodology, site coordination, clarifications sought by site officials, excluding any correspondence involving contractual interpretation, claims, or disputes.

This Power Of Attorney shall be REVOCABLE and I do hereby agree to confirm and ratify all and every acts and things done by my said attorney within the scope and authority hereby conferred on him and all deeds or documents executed by our said Attorney in my name and on behalf and in the name of my firm M/s _____, under this Special Power of Attorney shall be binding on me/us as if the same were so done by me/us personally so long as it is not revoked by me/us.

The Attorney and me shall be jointly and severally liable for any loss, damage, delay, misrepresentation, negligence, misconduct, fraud, or statutory violation arising out of actions undertaken pursuant to this Power of Attorney.

This POWER OF ATTORNEY shall come to an end as soon as the Contract is completed and the Retention Money is released or on being revoked by the Executant(s). Further, this Power of Attorney shall not be construed as assignment or subcontracting of the Contract No. .....

In witness whereof the Executants hereto have signed this **Special Power of Attorney** on this _____ day of _____, _____ at _____, in presence of the witnesses.

Photograph

of the

Acceptor

Signature of Executant

"I accept

_____

(Specimen signature)

Name: _____, the Attorney of M/s _____."

Signature & Photograph of the Attorney is identified & attested

Witnesses

1.

2.

Signature of Executant

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

PRICE BIDDING FORMAT

DESCRIPTION OF WORK/SERVICE: Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials.

[Note: The breakup of the quoted/offered price i.e. the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.]

NAME OF BIDDER (Vendor Code)	
Bidder's GSTIN No.	
SAC/HSN Code	

Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Total Amount (Rs.) Excluding GST	Total Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C)
10	Engineering, Procurement, Construction and Commissioning of PEB Roof over Rig Building Heavy Equipment Maintenance Yard at NIA, Duliajan of Size L 34 Mtr x B 27 Mtr x EVH 8 Mtr with EOT Crane facility having 50 MT Primary Hoist including all Civil works, Electrical works etc. with supply of all materials.	AU	1.00				0.00	0.00
						Total Contract Cost in Rs	-	-

This cost is to be maintained under the "TOTAL BID VALUE" in the e-tender portal. Refer Clause 10.0 of Forwarding Letter for details.

1. DURATION OF THE CONTRACT: 90 weeks

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

3. The price/rate(s) quoted by the Bidders will be inclusive of all taxes, duties, statutory liabilities such as PF & ESIC, cess except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

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

4. 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 applicable GST (CGST & SGST/UTGST or IGST)

5. 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.

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

If a bidder mentions taxes as extra, taxes mentioned by OIL on the Purchase Order / Contract will be binding.

7. 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.

8. Refer to GCC & SCC for details of GST.

9. Refer to SCC for detailed description of the service.

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

Sl.No.	Clause No. of BEC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	**BEC Clause No. 1.0**	**The bidder must be incorporated/constituted in India and must maintain equal to or more than 20% local content (LC) for the offered services to be eligible to bid against this tender.** Submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable. Calculation of Local content for the offered services is in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.			

		Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder),** without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded. Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.			
2	**BEC Clause No. 2.1**	**Experience:** The bidder must have successfully executed/completed similar works against tender over the last 7 (seven) years reckoned from the Original Bid Closing date in Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company of minimum value of either of the following: **One** similar work of value= **₹ 6,61,45,000.00** **Or** **Two** similar works of value= **₹ 4,13,41,000.00** each **Or** **Three** similar works of value= **₹ 3,30,73,000.00** each			
3	**Notes to BEC Clause No. 2.1**	i) **'SIMILAR WORK'** mentioned above means experience in **"Construction of Pre-Engineered Building (PEB) including related civil and internal electrification work or Construction of Pre-Engineered Building (PEB) with EOT Crane facility including related civil and internal electrification work".**			

		ii) For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid: A. Contract document/LOA/WO showing details of work, **AND** B. Job Completion certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work. The submitted document(s) must contain the following: (i) Nature of job done and Work Order No. / Contract No. (ii) Gross Value of Work Done. Contract period /Contract start and date of completion.			
		iii) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e. mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 2.1 will only be treated as acceptable experience. iv) Following work experience will also be taken into consideration: a. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the			

		bidder has submitted satisfactory work execution certificate issued by end user. • In case the document submitted as per point no 2.1(i) above, are not sufficient to establish the value/quantity/period of the similar work against para iv) (a) above the shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of SIMILAR work which should be certified by the end user or a certificate issued by a practising chartered/cost Accountant Firm (With membership Number & Firm Registration Number) v) **'SIMILAR WORK'** executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC. **Note to Technical Criteria:** (a) It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate. (b) In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date. vi) Any Bidder, if participated in the tender as Joint Venture **Or** Consortium with another party, such offers shall not be considered for evaluation.			

		vii) Experience of executing **'SIMILAR WORK'** through 'sub-contracting' shall not be considered for evaluation.			
4	**BEC Clause No. 3.1**	Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 2,38,86,000.00** (**Rupees Two Crores Thirty-Eight Lakh Eighty-Six Thousand**) only. **Note: Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e. bidding entity, as the case may be) during a financial year" as per the Companies Act, 2013 Section 2 (91).			
5	**BEC Clause No. 3.2**	**Net worth** of bidder must be positive for preceding financial / accounting year. **Note**: **Net worth** shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.			
6	**Notes to BEC Clause No. 3.0**	1. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: (i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XI.**			

		or (ii) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent. ***Note:** • Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. • In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.			

		2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that the balance sheet / Financial Statements for the financial year _____ have actually not been audited so far, as per format prescribed in **PROFORMA-X.**			
		3. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para **1** and **2** above.			
7	**BEC Clause No. 4.1**	Bids are to be submitted under **Single-Stage Two-Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the price Bid should contain the quoted price. **There should not be any indication of price in the Un-priced Techno-Commercial bid; otherwise, the bid shall be rejected straightway.**			
8	**BEC Clause No. 4.2**	The price quoted by the successful bidder must be firm during the performance of the contract and			

		not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected. **Note: The breakup of the quoted/ offered price i.e., duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.**			
9	**BEC Clause No. 4.3**	Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.			
10	**BEC Clause No. 4.4**	Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.			
11	**BEC Clause No. 4.5**	Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
12	**BEC Clause No. 4.6**	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
13	**BEC Clause No. 4.7**	Bids are invited under **Single-Stage Two-Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid separately. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-tender portal accordingly within the Bid Closing Date and time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under **"Technical Attachment"** Tab and the Priced Bid as per the **PRICE**			

		BID FORMAT attached under **"Notes and Attachments"**.			
14	**BEC Clause No. 4.8**	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: (i) Firm price (ii) EMD / Bid Security/Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications Integrity Pact			
15	**BEC Clause No. 4.9**	Bid received with validity of offer less than **120 (One Hundred Twenty)** days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I.**			
16	**BEC Clause No. 4.10**	Bid Security in Original must be furnished (except those exempted) as a part of the Technical Bid and shall reach the office of CGM-Contracts, OIL at Duliajan on or before 12.45 Hrs. (IST) on the bid closing date. A scanned copy of bid security document shall however be uploaded in			

		OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be **₹ 16,54,000.00.** Any bid not accompanied by a proper & valid Bid Security will be rejected straightway. **Note:** (i) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for **minimum 165 days** from the original bid closing date. (ii) In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.			
17	**BEC Clause No. 4.11**	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PART-VI** of the tender document. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.			
18	**BEC Clause No. 4.12**	The bidders **must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class 3 [Organization Type]** to upload all the documents. If the **Digital Signature Certificate (DSC)** used for signing is not of "**Class -3**" & Organizational type with Organization's name in the name of bidder (i.e. Firm's Name), the bid will be rejected Note: Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm			

19	**BEC Clause No. 4.13**	The Bidder shall submit an undertaking/declaration as per **Annexure-XVII** confirming that they have read and understood OIL's banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning policy			
20	**BEC Clause No. 5.1**	Price bids 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.			
21	**BEC Clause No. 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.			
22	**BEC Clause No. 5.3**	If the bidders quote nil charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.			
23	**BEC Clause No. 5.4**	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation			
24	**BEC Clause No. 5.5**	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 Quantity consumed.			

25	**BEC Clause No. 5.6**	**Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted prices for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.**			
26	**BEC Clause No. 5.7**	Service is not splitable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded as per Clause No. **9.0 Award of Contract.**			
27	**BEC Clause No. 5.8**	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.			
28	**BEC Clause No. 5.9**	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.			
29	**BEC Clause No. 5.10**	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.			
30	**BEC Clause No. 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.			
31	**BEC Clause No. 6.1**	In case bidder takes exception to any clause of bidding document not covered under BEC, 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.			
32	**BEC Clause No. 6.2**	Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is			

		required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.			
33	**BEC Clause No. 6.3**	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.			
34	**BEC Clause No. 6.4**	If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.			
35	**BEC Clause No. 6.5**	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			
36	**BEC Clause No. 6.6**	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.			
37	**BEC Clause No. 6.7**	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
38	**BEC Clause No. 6.8**	Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.			

39	**BEC Clause No. 6.9**	Bidders have to submit a declaration as per the format prescribed in **PART-V** regarding compliance of Safety Measures along with the technical bid.			
40	**BEC Clause No. 6.10**	Bidders shall submit a declaration as per **PROFORMA-XVI** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law or no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.			
41	**BEC Clause No. 6.11**	Bidders shall submit a declaration as per **PROFORMA-XVII** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/ banning list by OIL debarring them from carrying on business dealings with OIL.			
42	**BEC Clause No. 6.12**	**Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC** enclosed as **PROFORMAS-XXV & XXVI,** along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.			
43	**BEC Clause No. 7.0**	**VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES:**			
		7.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC of the tender: i) M/s. Alfred H Knight India Private Limited. ii) M/s. TUV India Private Limited iii) M/s Conformity India International Private Limited iv) M/s Ravi Energic Private Limited v)M/s SGS India Private Limited vi) M/s Assure Quality Management Certification Services Private Limited			

		vii) M/s. ISSPL Limited viii) M/s. TÜV Rheinland (India) Pvt. Ltd. ix) M/s Gulf LIoyds (India) Ltd. x) M/s Baltic Testing India Pvt. Ltd. xi) M/s Sanmarg Engineering Validation & Assessment xii) M/s Meenar Global Consultants LLP xiii) M/s Rites Limited xiv) M/s Bureau Veritas (India) Private Limited xv) M/s TUV SUD South Asia Private Limited xvi) M/s Adornment Engineers India Private Limited xvii) M/s TCRC Inspections Pvt. Ltd. 7.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies. 7.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally			

		considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder. 7.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to: (a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC compliance (b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party			

		inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract (c) Verification/Certification of documents are normally categorized as under: i. **General Requirement**: • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check Bidder's Certificate of Incorporation • Power of Attorney ii. **Additional Documents : (If applicable against the tender)** • Bidders general structure and organization • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners • Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc. **iii. Technical Criteria** • To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC of the Tender. • Health, Safety and Environmental Management Policy **iv. Financial Criteria** • Line of credit, if incorporated in the tender Notes:			

		(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency. (ii) Undertaking from TPI Agency as per format **(Proforma-XXIV)** enclosed should be submitted along with the Bid. **In case of clarifications sought by OIL against BEC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection**			
44	**BEC Clause No. 8.0**	**PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this tender. Bidders to check the provisions of the Notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly.			

45	**BEC Clause No. 9.0**	**AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below: **Note:** In case a bidder is eligible to seek benefits under PP-LC policy, then the bidders should submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration as per **PROFORMA-XIV**. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies. **A. If L-1 bidder is a Class-I PPLC Bidder:** In case if the L1 bidder is a Class-I PPLC bidder, the contract shall be awarded to the L1 Class-I PPLC bidder. **B. If L-1 Bidder is not a Class-I PPLC Bidder:** In case if the L1 bidder is not a Class-I PPLC bidder, then preference shall be given to the lowest eligible Class-I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class-I PPLC bidder within price band of L1+20% and so on. In case none of the Class-I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder. Upon award of Contract based on PPP policy-linked with Local Content (PP-LC), the bidder shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-XIII**) equivalent to 10% of the Contract Value, fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.			

46	**BEC Clause No. 10.0**	**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following: 10.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. 10.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. 10.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or			

		d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above 10.4 The beneficial owner for the purpose of para 9.3 above will be as under: 10.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation: a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; 10.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than			

		fifteen percent of capital or profits of the partnership; 10.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 10.4.4 Where no natural person is identified under (9.4.1) or (9.4.2) or (9.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 10.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. 10.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person. 10.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **PROFORMA-XIX** in this respect to be submitted by the bidder. 10.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement			

		of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution. The bidders to provide an undertaking as per **PROFORMA-XX** along with their bid complying with Clause No. 9.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.			
47	**BEC Clause No. 11.0**	**COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			

COMMERCIAL CHECK LIST

Bidder's Name:_____

TENDER No. CDC2446P27

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.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST ……..%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit Performance Security as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to **120 (One Hundred Twenty) days** from Bid Due Date / Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is compiled?	
10.	Whether Integrity Pact Submitted ?	
11.	Confirm that quoted prices shall	

	remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
18	Whether applying for Purchase Preference Policy (Linked With Local Content) (PP-LC)? (Yes/No)	
19	Whether Digital Signature Certificate is "Organization Type" having Organization's name or not (Yes / No)	
20	Whether submits Declaration that bidder is not under Holiday List/Delisted/Blacklisted/Debarred.	

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 _____