



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्यम)  
**Oil India Limited**  
(A Government of India Enterprise)

**Bay Exploration Project**  
IDCO Towers(3<sup>rd</sup> Floor),  
Janpath,Bhubaneswar-751022,  
Odisha (India)  
Email: [kgbasin@oilindia.in](mailto:kgbasin@oilindia.in)  
Ph 0674 2542815 / 2543314 / 2542026

## NOTICE INVITING TENDERS

### LOCAL COMPETITIVE BIDDING

**TENDER NO. CBI5050P21**

### **SECTION - I**

#### COVERING NOTE

1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Composite Bid System through its online e-procurement portal <https://etender.srm.oilindia.in/irj/portal> from experienced and competent domestic bidders for **Renovation of Oil India Limited's Bay Exploration Project office situated at IDCO Towers (3<sup>rd</sup> Floor), Janpath, Bhubaneswar - 751 022 including interior decoration, office furnishing, up-gradation of electrical network, IT cabling and supply, installation and commissioning of items as per schedule of quantity including supply of all materials.**

Experienced and interested Bidders meeting the tender eligibility criteria are requested to submit their most competitive bid well before the scheduled Bid Closing date and time. For ready reference of bidders, few salient points (covered in details in this Bid document) are high-lighted below:

i.	Service Description	<b>Renovation of Oil India Limited's Bay Exploration Project office situated at IDCO Towers (3<sup>rd</sup> Floor), Janpath, Bhubaneswar - 751 022 including interior decoration, office furnishing, up-gradation of electrical network, IT cabling and supply, installation and commissioning of items as per schedule of quantity including supply of all materials</b>
ii.	Tender No.	<b>CBI5050P21 dated 08.09.2020</b>
iii.	Type of Bid	<b>Single Stage -Composite Bid System</b>

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iv.	Tender Fee	<b>Not applicable</b>
v.	Bid Closing Date & Time	20.10.2020 (11.00 AM)
vi.	Bid Opening Date & Time	20.10.2020 (03.00 PM)
vii.	Bid to be submitted	<p>: Through OIL's e-procurement portal</p> <p><a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a></p> <p>a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a></p>

		<p>b) Necessary Login ID &amp; 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 &amp; Password and request for bid closing date extension on that plea shall not be entertained by Company.</p>
viii.	Bid Opening Place	<p>: Bay Exploration Project</p> <p><b>Oil India Limited</b></p> <p>IDCO Towers (3<sup>rd</sup> Floor), Janpath, Bhubaneswar - 751 022</p> <p>Phone: +91 - 0674 - 2542815 / 2543314 / 2542026 / 2543314</p> <p>Fax: +91 - 0674 - 2506926</p> <p>E-mail: <a href="mailto:kgbasin@oilindia.in">kgbasin@oilindia.in</a></p>
ix.	Bid Validity	: 90 days from scheduled bid closing date.

x.	Bid Security amount	<p>: <b><u>Rs. 1,09,320.00</u></b> (non-interest bearing)</p> <p>The Bid Security should be submitted in any of the following forms:</p> <ol style="list-style-type: none"> <li>Bank Guarantee (in specified format) issued by Nationalized / Scheduled Bank. Bank Guarantee shall be valid for 120 days from scheduled bid closing date</li> <li>Alternately, Bid Security can also be paid through the online payment gateway against this tender.</li> <li>In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach office of <b>General Manager (HSE&amp;A), Oil India Limited</b>, IDCO Towers (3<sup>rd</sup> Floor), Janpath, Bhubaneswar - 751 022 by 11.00 AM (IST) on the bid closing/ opening date otherwise bid will be rejected.</li> <li>A scanned copy of Bid Security document should also be uploaded along with the Techno-Commercial Bid documents.</li> <li>No other mode of payment will be accepted by the Company.</li> <li>Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected.</li> <li>The Bid Security shall not earn any interest to the bidder from the Company.</li> </ol> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>Micro and Small Enterprises (MSEs) are exempted from payment of Bid Security (EMD). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of MSE Certificate issued by appropriate authority.</li> <li>However, Purchase Preferences under PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender)</li> </ol> <p><b>Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM</b></p>
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		<p><b>ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30<sup>st</sup> June,2020 shall continue to be valid only for a period up to the 31st day of March, 2021. The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</b></p> <p><b>i. Udyam Registration Number with Udyam Registration Certificate. OR</b></p> <p><b>ii. Proof of registration 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 Udyog Adhar registration or registration with any other body specified by Ministry of MSME.</b></p> <p><b>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</b></p>
xi.	Bid Security Validity	: 120 days from scheduled bid closing date
xii.	Amount of Performance Security	: 10% of Estimated Contract Value excluding GST

xiii.	Mobilization period	: Within 2 (Two) weeks from the date of work order
xiv.	Duration of Contract	: 2 Months from the date of issue of Work Order
xv.	Commencement Date of Work	Due to disruption of supply chain amid nationwide COVID-19 Pandemic, the job will be possibly commenced from the month of December,2020 which may alter considering prevailing situation.
xvi.	Bids to be addressed to	:General Manager ( HSE&A) <b>Oil India Limited</b> IDCO Towers (3 <sup>rd</sup> Floor), Janpath, Bhubaneswar - 751 022

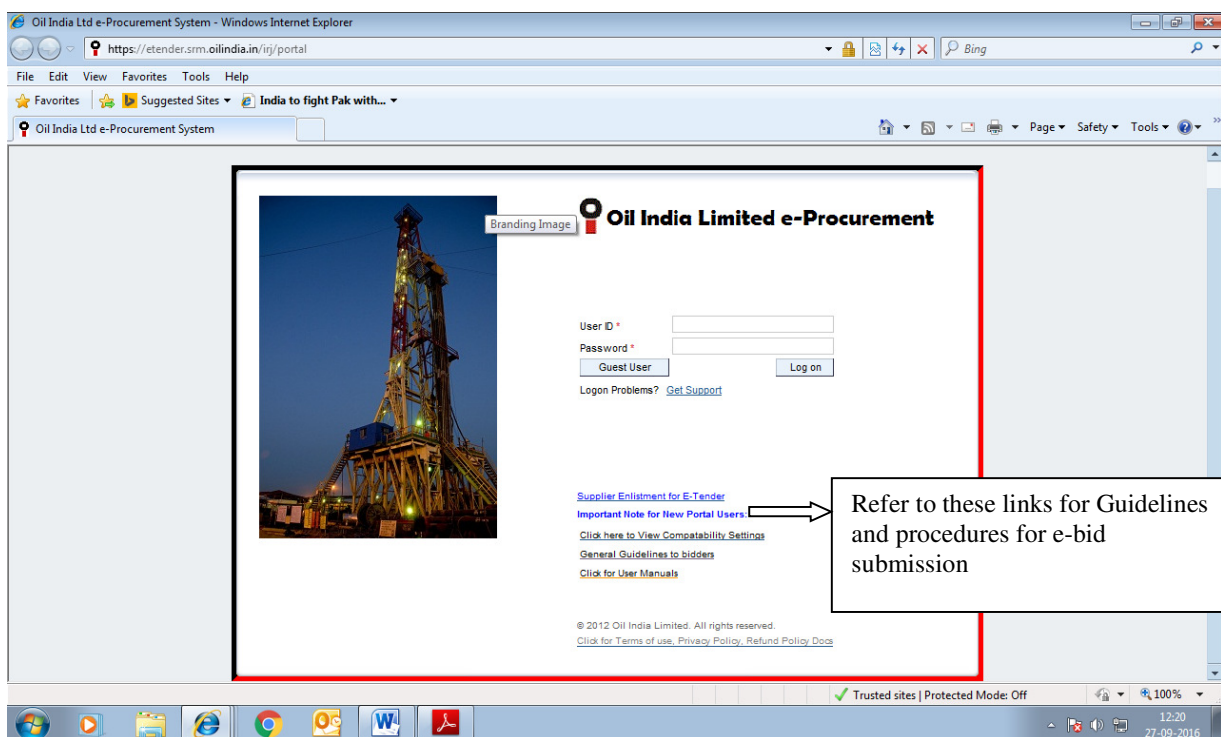
**1.1 EXEMPTION OF BID SECURITY :**

- a) Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security.
- b) Bidders, who are Micro and Small Enterprises are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration. **Such Bidders claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit**
  - i. **valid “Udyam Registration No” (URN) with Udyam Registration Certificate OR**
  - ii. **Proof of registration 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 are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration.**

Such Bidders shall upload copy of the valid registration certificate issued by the authorities as above along with their Technical bids.

**NOTE: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.**

- 1.2 All corrigenda, addenda, amendments, time extension, etc. to the tender will be hosted on OIL website only. Prospective bidders are requested to regularly visit the website to keep themselves updated.
- 2.0 This tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The prescribed Bidding Format for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of tender are uploaded under Technical RFX.
- 3.0 Bidders are requested to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements, guidelines and procedure for OIL's e – tenders. A screen shot of the OIL's e-portal is given below for ready reference:



- 4.0 For convenience of the qualified Bidders and to improve transparency, the rates/ costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. Bidders must upload their detailed Price Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven days from the date of Price-Bid opening of the e-tender.
- 5.0 Online Bids should be submitted latest by 11:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of General Manager (HSE&A), Oil India Limited, Bhubaneswar in the presence of authorized representative of the bidders.

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- 6.0 Online Bids should be submitted latest by 11:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of General Manager (HSE&A), Oil India Limited, Bhubaneswar in the presence of authorized representative of the bidders.
- 7.0 Interested bidders may contact the following person for any technical clarifications/ site inspection etc. against the tender:

Mr. Debasis Mishra  
Senior Officer(C&P) ,Oil India Ltd  
IDCO Tower (3<sup>rd</sup> Floor), Janpath,  
Bhubaneswar - 751 022

- 8.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc. vendors should contact OIL's ERP MM Dept. at Duliajan, Dibrugarh Dist., Assam at following:

Tel Nos. = 0374-2807178 / 0374-2804903; Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).

Office Timing: 07.00 AM-11.00AM & 12.30PM -3.30PM ( From Monday to Friday)  
: 07.00AM – 11.00AM ( on Saturday)

- 9.0 OIL now looks forward to your valuable offer through e–portal against the tender.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

(Debasis Mishra)  
Senior Officer (C&P)  
for General Manager (HSE&A)  
for Chief General Manager (KGB&BEP)

**(END OF SECTION –I)**

## **S E C T I O N – I I**

### **I N S T R U C T I O N   T O   B I D D E R S**

1.0 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.

#### **A. BIDDING DOCUMENTS**

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

a) A Forwarding Letter (**SECTION-I**) highlighting the following points:

- i) Oil India Limited's Tender No.
- ii) Type of Bidding
- iii) Bid closing date and time.
- iv) Bid opening date, time and place.
- v) Bid opening place
- vi) The amount of Bid Security
- vii) The amount of performance guarantee.
- viii) Contract Period.

b) Instructions to Bidders (**SECTION - II**)

c) General Terms and Conditions (**SECTION - III**)

d) Scope of Work (**SECTION - IV**)

e) Bidding Format (**SECTION - V**)

f) Bid Rejection Criteria /Bid Evaluation Criteria (**SECTION - VI**)

g) Public procurement policy for MSEs (**ANNEXURE-I**)

h) General HSE Points (**ANNEXURE-II**)

i) Undertaking of authenticity of information/documents submitted (**ANNEXURE-III**)

j) Integrity Pact (**ANNEXURE-IV**)

k) Statement of Non-Compliance (**PROFORMA-I**)

l) Bid Security Form (**PROFORMA-II**)

m) The Performance Security Form (**PROFORMA- III**)

n) Sample Form of Agreement (**PROFORMA-IV**)

o) Certificate of Annual Turnover and Net worth (**PROFORMA-V**)

p) Commercial Checklist (**PROFORMA-VI**)

q) Letter of Authorization for attending bid opening (**PROFORMA-VII**)

r) Letter of Authority ((**PROFORMA-VIII**)

s) E- remittance Format (**PROFORMA-IX**)



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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 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 Document through an Addendum //Corrigendum.
- 3.2 The Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

**B. PREPARATION OF BIDS**

4.0 LANGUAGE OF BIDS:

- 4.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under Single stage Composite Bid System and shall comprise of following components:
- i. Documentary evidence establishing Bidder's eligibility in accordance with the Bid Evaluation Criteria (BEC) as per SECTION-VI
  - ii. If Bid Security is submitted in the form of Bank Guarantee, a scanned copy of the Bid Security in accordance with Para 8.0 below should be uploaded along with the Technical bid document. ***(Original hard copy of Bid Security should reach the Office of General Manager (HSE&A), Oil India Limited, Bhubaneswar before Bid closing date and time.***
  - iii. Statement of Non- compliance as per PROFORMA-I
  - iv. Rates as per the bidding format provided in SECTION –V.
    - v. Undertaking of authenticity of information /documents submitted (ANNEXURE-III)
    - vi. Integrity Pact duly signed as per ANNEXURE-IV
    - vii. Checklist as per PROFORMA-VI
  - viii. Technical documents in accordance with the tender document.
  - ix. All other Documents required as per PP Policy wherever applicable.

- x. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.

Note: A notarized true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be accepted

#### 6.0 BID PRICE:

- 6.1 Prices should be quoted through OIL’s e - Portal filled in Bidding Format provided in SECTION – V to be uploaded as attachment to the Bid.
- 6.2 Rates quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 6.3 All statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by the Contractor and the amount of the contract payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the quoted prices submitted by the bidder. Applicable GST and Cess, if any should be shown separately in the bidding format.

Evaluation and comparison of bids shall be made accordingly. 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.

- 6.4 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that Original Bid Security which is to be submitted in a sealed envelope in the Tender Box located at the office of General Manager(HSE&A) on or before the bid closing date and time failing which the offer shall be rejected.

#### 7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 7.1 These are listed in Bid Evaluation Criteria of Section –VI

#### 8.0 BID SECURITY:

Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the "Covering Note".

- 8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 8.7 below.
- 8.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the Bid document and shall be in any one of the following forms :

a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.

Bank Guarantee issued by banks in India should be on non-judicial stamp paper/Franking receipt of requisite value as per Indian Stamp Act, purchased in the name of the Banker or the bidder.

**Bank Guarantee shall be valid for 120 days from the scheduled bid closing date.**

Bank guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.

Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Bhubaneswar.

b) Online direct deposit of Bid security amount in OIL's bank account through e-procurement portal in case of e-tender.

(Note: In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the Bid Security will be governed by the terms and conditions of the Bid document).

8.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 8.1 & 8.2, shall be rejected outright by the Company as non-responsive without any further reference.

8.4 Bid Security of unsuccessful bidders will be discharged after finalization of the tender.

8.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.

8.6 The Bid Security shall be forfeited:

- (a) If a Bidder withdraws their Bid during the period of (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
- (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
  - i) Fails or refuses to accept LOA/contracts and /or
  - ii) Fails or refuses to furnish Performance Security.

- (c) If a bidder furnishes fraudulent document / information in their bid and subsequent clarification against the tender /contracts.

8.7 The scan copy of the original Bid Security in the form of bank guarantee shall be uploaded by the bidder along with the their Bid in OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of General Manager (HSE&A), Oil India Limited, Bay Exploration Project, **Oil India Limited**, IDCO Towers (3<sup>rd</sup> Floor), Janpath, Bhubaneswar - 751 022 on or before 11:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.

8.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred from participating in future tenders for a period as per Company's policy.

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

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

8.11 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.

8.12 In case a bidder does not accept the LOA /Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred from participating in future tenders for a period to be decided by company.

8.13 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone.

8.14 EXEMPTION OF BID SECURITY: (Please Refer to Annexure-I for details)

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid security. Bidders registered with MSE units which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security provided they submit valid registration certificate issued by any of above body.

#### 9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 90 days from the bid closing date prescribed by the Company.

- 9.2 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 (or by 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.
- 9.3 The bid should contain no interlineations, correcting 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(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

#### **10.0 FORMAT AND SIGNING OF BID:**

- 10.1 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 10.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 10.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 10.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.5 The bid should contain no interlineations ,correcting 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(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

#### **C. SUBMISSION OF BIDS:**

##### **11.0: ONLINE SUBMISSION**

- 11.1 This tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders are required to submit their both the “TECHNICAL” and “PRICE” bids through electronic form in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given e-portal. Details of prices as per Price Bid format /Priced bid to be uploaded under “Notes and Attachment” Tab.
- 11.2 For convenience of the qualified Bidders and to improve transparency, the rates/ costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates / costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by

Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

11.3 All the Bids must be digitally signed using "Class-3" digital signature (encryption enabled) certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

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

Very Important

11.4 Bidders are requested to state their compliance/ non-compliance to each clause other than BEC/BRC as per PROFORMA –I. This should be a part of the bid.

## 12.0 DEADLINE FOR SUBMISSION OF BIDS :

12.1 No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the Covering Note.

## 13.0 MODIFICATION AND WITHDRAWAL OF BIDS :

13.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.

13.2 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/ revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.

13.3 No bid can be modified subsequent to the deadline for submission of bids.

13.4 No bid may 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 Bidding Format. Withdrawal of a bid during this interval shall result in the debarment of Bidder from participating in future tenders for a period as per OIL's Banning policy (available in OIL's website)

#### 14.0 BID OPENING AND EVALUATION

14.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend.

14.2 On opening the bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished if any, documents have been properly signed and the bids are generally in order.

14.3 At bid opening, Company will announce the Bidders' names, furnishing of requisite Bid Security, if any and such other details as the Company may consider appropriate.

14.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-Para 14.2.

14.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

14.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, 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 evidences.

14.7 The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 14.8 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.
- 14.9 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 14.10 Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

#### 15.0 OPENING OF PRICE-BIDS

- 15.1 Company will open the Price-bids along with the Technical Bids.
- 15.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 15.3 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 any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

#### 16.0 EVALUATION AND COMPARISON OF BIDS:

- 16.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (SECTION-VI) of the tender document. Priced Bids of the technically acceptable offers will be considered for commercial evaluation.

#### 17.0 CONTACTING THE COMPANY:

- 17.1 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 Para 14.5.
- 17.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

### **D. AWARD OF CONTRACT**

#### 18.0 AWARD CRITERIA:

- 18.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.



**19.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

19.1 Company reserves the right to accept any bid and to reject any or all bids.

**20.0 NOTIFICATION OF AWARD:**

20.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing by registered letter / courier or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

**21.0 SIGNING OF CONTRACT:**

21.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, Scope of Works, Schedules of Rates and all other relevant documents.

21.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

**22.0 PERFORMANCE SECURITY:**

22.1 The successful bidder shall furnish performance security for an amount mentioned in the Covering Note (SECTION-I). The Contractor shall furnish performance security within 15 (fifteen) days from the date of LOA, in the form of Bank Guarantee (as per Format enclosed as PROFORMA-III) issued from a Bank located in India.

22.2 The performance security specified above must be valid for ninety (90) days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

22.3 Failure of the successful bidder to comply with the requirements of Para 20.1 to 22.1 above shall constitute sufficient grounds for annulment of the award and debarment from participation in future tenders as per Company's policy.

**23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period as per Company's Banning policy from the date of detection of such fraudulent act, besides legal action.

24.0 INTEGRITY PACT

24.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-IV** 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 uploaded 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 have 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.

24.2 Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri. Sutanu Behuria, IAS (Retd.), Email: [Sutanu2911@gmail.com](mailto:Sutanu2911@gmail.com)
2. Shri Om Prakash Singh, IPS (Retd.), Former DGP, UP e-Mail ID: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)
3. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture, e-Mail ID: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)

**(END OF SECTION – II)**

## SECTION- III

### GENERAL TERMS AND CONDITIONS

#### 1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled *"Renovation of Oil India Limited's Bay Exploration Project office situated at IDCO Towers (3<sup>rd</sup> Floor), Janpath, Bhubaneswar - 751 022 including interior decoration, office furnishing, up-gradation of electrical network, IT cabling and supply, installation and commissioning of items as per schedule of quantity including supply of all materials"* and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means Operational Area under OIL's Bay Exploration Project, IDCO Tower (3<sup>rd</sup> Floor), Janpath, Bhubaneswar - 751 022.
- 1.6 'Services' means the work specified and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.7 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.8 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.9 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.10 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.11 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

**2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT, AND DURATION OF CONTRACT:**

- 2.1 The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 **Mobilization Period:** Within two (2) weeks from the date of Work order or any day specified in the LOA, the successful bidder shall commence the services on day as specified in Letter of Award.
- 2.3 Duration of this Contract is for a period of Two (2) months from the date of Issue of Work order. Due to disruption of supply chain amid nationwide COVID-19 Pandemic, the job will be possibly commenced from the month of December, 2020 which may alter considering prevailing situation.

**3.0 CONTRACTOR'S PERSONNEL:**

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

**4.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Services.
- 4.3 Contractor shall 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 successful and timely execution of the work.

- 4.4 Contractor shall be deemed to have satisfied itself before submitting its 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 herein, cover all its obligations under the contract.
- 4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

**5.0 GENERAL OBLIGATIONS OF COMPANY:**

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

**6.0 PAYMENT TERMS:**

- 6.1 Payment will be made as per the terms laid out in Scope of Work and Special Terms & Conditions certified by OIL and on submission of invoice as given below:
- 6.2 No advance payment will be made against this contract.
- 6.3 Payment will be made within 30 days from the date receipt of the undisputed bills of the Contractor. Payments shall also be subject to TDS and other deductions, if any.
- 6.4 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. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.
- 6.5 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.
- 6.6 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.

**7.0 TAXES AND DUTIES:**

- 7.1 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.

- 7.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 7.3 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. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 7.4 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.
- 7.5 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.
- 7.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 7.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor shall be borne by the Contractor.
- 7.8 GST: The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. However, the liability for payment of the GST to the appropriate authority in case of Indian bidders and/or overseas bidders having registered office establishment in India will lie on the Contractor. In case of foreign Contractor who does not have registered office establishment in India, the GST shall be paid to the tax authorities by the Company, on behalf of such contractor.

## **8.0 GOODS AND SERVICES TAX**

### **8.1 GENERAL REMARKS ON TAXES & DUTIES:**

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

- 8.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 8.3 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 8.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. 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 filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 8.5 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 8.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 8.6.1 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 filed under GST laws & rules should be timely filed by supplier with requisite details.
- 8.6.2 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 8.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 8.7.1 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.
- 8.7.2 The bids will be evaluated based on total price including GST.
- 8.8 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

- 8.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 8.10 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
- 8.11 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 8.12 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.
- 8.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 8.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 8.15 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.
- 8.16 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.
- 8.17 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.



- 8.18 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.
- 8.19 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.
- 8.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 8.21 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.

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.

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

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

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

- 8.22 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.
- 8.23 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.
- 8.24 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.

8.25 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.

**8.26 Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.
- p) GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
  - i) The original copy being marked as ORIGINAL FOR RECIPIENT;
  - ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

**8.27 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.

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

**9.0 INSURANCE:**

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance or Comprehensive General 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.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
  - e) 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 as governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any

reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

- 9.6 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.
- 9.7 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.
- 9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

#### **10.0 STATUTORY OBLIGATIONS OF CONTRACTOR:**

- 10.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 10.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

#### **11.0 SUBSEQUENTLY ENACTED LAWS:**

- 11.1 In the event of introduction of any new legislation or any change or 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, (other than personnel and Corporate taxes), duties, 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.

- 11.2 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.
- 11.3 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.
- 11.4 Notwithstanding the provision contained in clause 11.1 to 11.2 above, the Company shall not bear any liability in respect of:
- a) Personal taxes on the personnel deployed by Contractor, his sub-contractor /sub-sub-contractors and Agents etc.
  - b) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
  - c) Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the Contractor.
- 11.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company:
- a) Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and service tax amount.
  - b) Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

**12.0 LIQUIDATED DAMAGES(LD) FOR DEFAULT IN TIMELY DEVELOPMENT OF FACILITY INCLUDING GO-LIVE / COMPLETION OF WORKS AND SERVICES:**

- 12.1 If the delay in completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the Total Contract price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract price, by way of liquidated damages for delay and not as penalty. Liquidated damages will be reckoned from the stipulated date of completion defined in the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.
- 12.2 GST applicable on Deduction on account of LD will be borne by Contractor.

- 12.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the Contractor to commence operation within the stipulated period.

**13.0 WAIVERS AND AMENDMENTS:**

- 13.1 It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 13.2 Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

**14.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 14.1 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 so far, 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:
- a) which is 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) which is 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.
- 14.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 14.3 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.

14.4 During this 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 shall 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.

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

- a) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- b) 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;
- c) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- d) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- e) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company

**15 NOTICES:**

15.5 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

**Company**  
General Manager( HSE&A)  
Bay Exploration Project  
**Oil India Limited**  
IDCO Towers, Janpath,  
Bhubaneswar - 751 022

**Contractor**

15.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**16 HEADINGS:**

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

**17 ASSIGNMENT AND SUB-LETTING:**

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

**18 FORCE MAJEURE:**

18.1 In the event of either Party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative

obligation of the Party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the Party to the contract and which renders performance of the contract by the said Party impossible.

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

18.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should both Parties decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

## **19 TERMINATION:**

### **19.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

### **19.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

Either party shall have the right to terminate this Contract on account of 'Force Majeure' as set forth in Para 18.0.

### **19.3 TERMINATION ON ACCOUNT OF INSOLVENCY:**

In the event that the Contractor at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

### **19.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this 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.

### **19.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Contractor's rights and / or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.



**19.6 CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of 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.

19.7 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 clause from 19.1 to 19.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

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

19.9 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.

**20 APPLICABLE LAW:**

20.1 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 exclusive jurisdiction of Courts situated in Bhubaneswar/New Delhi.

20.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, 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:

- i. The Mines Act - as applicable to safety and employment conditions.
- ii. The Minimum Wages Act, 1948.
- iii. The Oil Mines Regulations, 1984.
- iv. The Workmen's Compensation Act, 1923.
- v. The Payment of Wages Act, 1963.
- vi. The Payment of Bonus Act, 1965.
- vii. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- viii. The Employees Pension Scheme, 1995.
- ix. The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- x. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- xi. Goods & Services Tax (GST) Law and the Acts and rules framed thereunder.
- xii. Customs & Excise Act & Rules
- xiii. Environment Protection Act
- xiv. Public Liability Act
- xv. Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

**21 LIABILITY:**

- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, contractors, or subcontractors 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 his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and subcontractors. 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.
- 21.2 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 subcontractors 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.
- 21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

21.7 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 subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

**21.9 LIMITATION OF LIABILITY:**

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

- (a) 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.
- (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, 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.

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.

**22 CONSEQUENTIAL DAMAGE:**

22.1 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 of 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.

**23 WITH-HOLDING:**

23.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:

- i) For non-completion of jobs assigned as per Section-IV.
- ii) Contractor's indebtedness arising out of execution of this contract.
- iii) Defective work not remedied by Contractor.
- iv) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- v) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- vi) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- vii) Damage to another contractor of Company.
- viii) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- ix) 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 Company, 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, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- x) With-holding will also be effected on account of the following:
  - Garnishee order issued by a Court of Law in India.
  - Income-tax deductible at source according to law prevalent from time to time in the country.
  - 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.
  - Any payment due from Contractor in respect of unauthorized imports.

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

23.3 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

**24 INDEMNITY AGREEMENT:**

- 24.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold the Company and its co-leases 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 on account of bodily injury or death of personnel, or damage to 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.
- 24.2 Except as provided hereof the 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 on account of bodily injury or death of personnel, or damage to 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.
- 24.3 **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.

**25 MISCELLANEOUS PROVISIONS:**

- 25.1 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.
- 25.2 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.
- 25.3 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.

- 25.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

**26 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:**

- 26.1 contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s) / contractors who fail to comply with the advice.

**27 SET OFF:**

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

**28 SETTLEMENT OF DISPUTES AND ARBITRATION:**

**28.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):**

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

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

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

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- a) 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.
- b) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- c) 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.
- d) Parties agree 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.
- e) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

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

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

- h)** The Arbitration shall be held at Bhubaneswar, Orissa. However, parties to the contract can agree for a different place for the convenience of all concerned.
- i)** The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- j)** Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**28.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

The venue of all arbitrations under both 27.1 & 27.2 will be Bhubaneswar, Orissa. The award made in pursuance thereof shall be binding on the parties.

**29 CHANGES:**

- 29.1** During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 29.2** If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the contract rates. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the



dispute in accordance with Clause 27.0 hereinabove. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

**30 ROYALTY AND 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 or drawings forming part thereof.

**31 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com)

**(END OF SECTION-III)**

## **S E C T I O N –IV**

### **SCOPE OF WORK / TECHNICAL SPECIFICATION**

- 1.0 The works are to be carried out at inside of the Office. The tenderer should visit the site in order to ascertain the extent of work, difficulties at site, storage space available, and other site conditions.
- 2.0 The works include civil engineering jobs, repair, renovation, electrification, furnishing and IT Jobs of the Office. Works will need to be so planned that minimum disturbance is caused to the surrounding offices. Works plans shall be devised keeping this in mind and got approved by the Administrative-in-Charge.
- 3.0 Time shall be considered as essence of the contract and the Contractor shall within 7 days of receipt of Work Order submit to the EIC a bar chart / schedule program for the progress and completion of the work within the schedule time period. This progress shall be binding on the Contractor. Deviations in the program if any will be made only with prior approval of the EIC.
- 4.0 The Contractor will keep one site supervision for above work in compliance with rules applicable to the local area and regulations of statutory/local authorities. The work should be carried out as per the tender specifications including all other terms and conditions of the contract.
- 5.0 The contractor shall be wholly and solely responsible for the successful completion of the project in all respect consistent with safety and structural stability from the inception up to the handing over the site for use.
- 6.0 SAFETY MEASURE: Safety measures as per OIL regulations shall be adhered to by the Contractor as per the site condition. Cost of Safety belts and other safety measures to be 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.
- 7.0 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.
- 8.0 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.
- 9.0 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 10.0 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.

11.0 The Contractor shall employ work persons with valid Electrical license issued by Licensing Board to carry out all electrical jobs and shall employ one supervisor holding valid supervisor's competency certificate recognized by Govt. for supervision of electrical jobs.

12.0 Quality of jobs carried out by the Contractor shall be of high standard and should be as per the norms of BIS or other electrical standards recognized by the company.

13.0 Power & Water: Electricity & water shall be provided by the Company for use in civil works. Electricity will be for use in drilling machine or any other portable tools required for wiring purposes etc. However, Contractor will have to arrange for required switch board with proper safety device like RCBO, MCCB / MCBs to take power from the existing source.

#### 14.0 SCHEDULE OF QUANTITIES/RATE

14.1 The quantities shown against the various items are only approximate and may vary to any extent individually subject to relevant clause of General Conditions of Contract. Any increase or decrease in the quantities shall not form the basis for alteration of rates quoted and accepted including where low/high rates have been quoted by the successful Tenderer.

14.2 The Engineer in charge reserves the rights to interpolate or extrapolate the rate for any new item of work not finding a place in the Bill of Quantity, for similar items of lower and or higher magnitude available in the Bill of Quantity.

14.3 In case any activity though specifically not covered in Bill of Quantity description but the same of covered under scope of work/spec./drawing etc. no extra claim on this account shall be entertained.

#### 15.0 MEASUREMENTS, BILLING & TERMS OF PAYMENT

- a. The contractor shall submit his bills along with joint measurements in respect of completed jobs only with items recorded serially in the standard measurement sheet. The contractor shall inform the EIC or his representative well in advance for recording the joint measurement.
- b. However, the mode of measurements will be as in technical / standard specification / IS codes/ standard engineer practice for measurements of work shall be followed.
- c. On account payment shall be made, not oftener than monthly and not less than Rs 5.00 Lakhs per bill.
- d. The final bill shall be submitted by the Contractor within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Company whichever is earlier. No further claims shall be made by the

Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

- e. For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of rates, deviation order for the same shall be made on the rates as decided by the Company's Engineer.

16.0 Problems arising out of site conditions, etc. should be immediately reported to the EIC for suitable precautionary / rectification measures.

**SPECIFICATION OF THE MATERIALS TO BE USED:**

<b>Sl. Materials</b>	<b>Approved Brands/Make</b>
1. False Ceiling & Cornices	: POP based
2. Wood Framework	: All wood must be well seasoned: Second Class teak wood, Free from knots, other defects. (Seasoned) with 2 coats of wood preservative
3. Wood skirting / mouldings, Lapping /beading and door frame	: Teak wood
4. BWR MarinPly wood (IS:303)	: Marino /Kit ply/Century /Green Ply/ Donier
5. Laminate	: Formica/Century/merino/Greenlam
6. Veneer	: Mayur /Donier/ Century/ Greenply
7. Wood Preservative	: STP- Pentaphene pale/Termination Tor (Pidilite)
8. Adhesive	: Fevicol SH (Pidilite) / Araldite/SR-998/Century- SH.
9. Door Closer	: Godrej /Ozone/Opel
10. Floor Spring	: DORMA/OZONE
11. Door Lock	: Godrej Cylindrical pin level / CIEF
12. Drawer Lock	: Godrej Multipurpose
13. Hardware	: GKW
14. Hinges	: CIEF/ Ebco
15. Screws	: GKW/ Nettle fold
16. Soft Board/Display Board	: Jolly board or equivalent
17. Paints (Enamel & Emulsion)	: Asian / Berger/ICI
18. Texture paint	: Spectrum or equivalent
19. Ceramic Tiles	: Nitco/ Kajaria/ Somany
20. Vitrified tiles	: Kajaria/NITCO/ Somany/ Bell
21. Glass	: Modi Guard/ Saint gobain
22. Handle	: Stainless steel finish Neki/Hassely
23. Sanitary Fittings	: Kohler/ROCA/Hinware Italian Collection/Jaquar
24. Sensor	: Hindware/CERA/Parryware/AOS/ACE robotic
25. PVC fittings	: Kalinga/SUPER/AKG/Precision
26. Wires-PVC insulated copper	: Gloster/ Polycab / Bonton / V-Guard / GM / Million /HPL / Goldmedal / Finecab /Fortune Art / Kundan cab/Sudhakar/Orbit/Standard/Tamra/AnchoFinolex/ Havells/Anchor/Echo/Skytone
27. Cables (armored)	: Torent / Universal / Unicab / Havells / KEI / Gloster / Polycab

28. Modular Plug Socket	: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i- Push)
29. Light & Power switch socket	: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push)
30. Telephone Socket	: RJ-11 Crabtree/Anchor/Roma
31. Telephone cable	: D-Link/51 Netco / National
32. Light fitting	: Phillips /Lighting Technologies (LT) / GE-Venture / Crompton / Wipro / Bajaj / Havells / VIN /Halonix/Jaquar/HPL
33. Wall mount fan	: Crompton SDX Gold / Bajaj Elite / Havells Swing Premia gold / Usha / Orient Wall 43
34. Exhaust fan	: Crompton / Almounard / Havells Turbo Force
35. Cable Lug	: Dowell's
36. Cable gland	: Dowels/Comet/SMI
37. MS conduit	: Heavy duty with ISI mark 16 SWG
38. Pipe Metal	: M.S Conduit 16 S.W.G
39. Metal Pipe Fittings	: Cast iron with thread & inspection cover
40. Pipe PVC Rigid Conduit)	: Precision/Universal& Marudhar/VIP / GoldMedal / Million plast / GM / Sudhakar /Anchor/ Polyline/Polycab/Orbit/ AKG
41. PVC fitting for Rigid	: Kalinga /Super/AKG / Precision
42. PVC Roll Pipe	: Super Dalda or equivalent heavy guage
43. Lugs	: Dowells or equivalent
44. Terminals	: Essen/Elmex
45. Air Conditioners	: Toshiba RAS18S3KPS / Daikin / Blue Star 5HW12SBU / Hitachi / Voltas / Carrier Superia.
46. UPS	: Numeric/APC/Consul Neowatt/Sakshham /Emerson
47. Battery for UPS	: Quanta / Racket / Exide
48. MCCB	: L&T- D shine / Schneider-NS NSX/Legrand –DP X3/ Siemens-3VL / Hager-h3/C&S -Winbreak2.
49. MCB	: Milltec / Sputnik / Benlo / Vimal/Polycab /Precision/Amron
50.12Way SPN DB	: Milltec / Sputnik / Benlo / Vimal/Polycab /Precision/Amron

Note: Prior approval of authorised personnel of OIL has to be taken by the Contractor to use items of Equivalent Make

**17.0 Civil Work:** Modifications of Toilets, Renovation of Bay Exploration Project including supply of all material as per Section V.

### **18.0 Electrical work:**

- a) The contractor has to do/redesign separate point wiring as well as separate circuit wiring according to approved drawings such as lighting & small power distribution drawing, Power supply distribution drawing and 230V UPS power supply distribution drawing at OIL's office, 3<sup>rd</sup> floor. Required material for wiring application (Modular boxes, Cover, Switches, ceiling roses, PVC pipe, bends, wire coil etc.) have been included in SOQ. Contractor has to submit the said drawings to OIL's Engineer in Charge for approval.

- b) Contractor has to fabricate LT Panel according to approved drawings such as SLD & GA drawing by using list of accessories which were included in SOQ. SLD & GA drawing of LT Panel to be submitted to OIL's Engineer in Charge for approval for prior to fabricate. The said panel has to be pre tested at factory or work shop. Factory test reports to be submitted for approval to deliver the panel from the workshop.
- c) Contractor has to install, testing and commissioning the LT panel (Fabricated LT Panel) at designated location according to approved layout plan. And also contractor has to lay incoming looping power cable from existing power source, power cable glanding and termination etc.
- d) The Contractor has to supply, fixing and commission of LED luminaire & tube light luminaire fittings. 16" wall mounted fan, 300mm dia Exhaust fan, call bell as per Bill of Quantity and as directed by the Engineer in Charge. Required piping/chain support to be provided by Contractor which was included in SOQ.
- e) The Contractor has to supply, installation, testing and commissioning of 15.0 KVA –UPS and 12V 42 AH SMF battery. And Contractor has to submit the GA, SLD, Scheme drawings, Manuals etc. & vendor details to OIL's Engineer in Charge for approval. FAT report of UPS panel and Battery to be submitted for approval to deliver from factory.
- f) Contractor has to install, testing and commissioning the UPS panel & Battery at designated location according to approved layout plan. And also contractor has to lay UPS incoming power cable from LT Panel, power cable glanding and termination etc.
- g) Contractor has to supply, fabricate the required frame/base frame for UPS panel, LT Panel, Battery, Outdoor unit of split ACs and angle / channel support to cable tray etc. which was included in SOQ.
- h) The contractor has to supply, installation and commissioning of 12 Way SPN DB for UPS distribution. Contractor has to submit the UPS power supply distribution drawing to OIL's Engineer in Charge for approval.
- i) The Contractor has to supply, installation and testing of earth wire/plate. Earthing to be provided to all electrical equipment including split ACs, LT Panel, UPS Panel, DBs and Metal clad switch boxes etc.

## **19.0 Furniture work:**

19.1 The contractor has to supply and place furniture as per Section V.

19.2 Contractor has to take prior approval of Engineer-in Charge / Administrative Manager before procurement of the above items.

**20.0 Air Conditioning work:-**

- a) The Contractor has to supply, install and commission 2TR 3 star rated, 1.5 TR 5 star rated, wall mounted fan and exhaust fan as directed by the Engineer-in-Charge.
- b) The Contractor has to supply the of 20A & 32A SP Plug and Socket in SS enclosure, fixing and required power supply wiring to be done as per approved power supply distribution drawing. The said material included in SOQ.
- c) The Contractor has to supply, install and testing of UPVC Drain Piping for Split AC indoor/outdoor condensed drain water application. Necessary support hard ware and UPVC pipe included in SOQ.

**21.0 IT Network:**

- 21.1 Contractor has to carry out IT Network related jobs as per Section V.

**END OF SECTION – IV**

**SECTION-V****BIDDING FORMAT / SCHEDULE OF RATES (TENDER No CBI5050P21)****Bidder's Name:**

<b>Service Item No.</b>	<b>DESCRIPTION OF SERVICE</b>	<b>Unit of Measurement</b>	<b>Estimated Quantity</b>	<b>Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)</b>	<b>Total Amount including all taxes but excluding GST (Rs.)</b>
	<b><u>SECTION A :(CIVIL ENGINEERING JOBS) INCLUDING SUPPLY OF ALL MATERIALS</u></b>				
10	Providing all labour T&P for Dismantling and removing old 10 ltr capacity PVC cistern including removal of frame, hinges, fastening and stacking the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	EA	3.00		
20	Providing all labour T&P for Dismantling and removing old wash hand basin with or without pedestal including removal of frame, hinges, fastening and stacking the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	EA	3.00		
30	Providing all labour T&P for Dismantling and removing old European Water Closet including removal of frame, hinges, fastening and stacking the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	EA	3.00		
40	Providing all labour T&P for Dismantling and removing old standing urinals including removal of frame, hinges, fastening and stacking the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	EA	3.00		
50	Providing all materials, labour, T&P for dismantling of different water supply (CP on Brass) fitting including removal of frame, hinges, fastening and stacking the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.				



50 a	15mm dia Angle Stop cock with wall flange	EA	9.00		
50 b	C.P. Soap Dish Holder	EA	3.00		
50 c	Towel Ring Square with round flange	EA	3.00		
50 d	600mm long Glass Self	EA	3.00		
50 e	125mm dia stainless steel grating	EA	5.00		
50 f	Short body bib cock	EA	3.00		
50 g	15mm dia Pillar cock	EA	3.00		
50 h	5mm thick bevelled edge mirror	EA	3.00		
60	Providing all labour T&P for Dismantling and removing doors Shuter including removal of frame, hinges, fastening and stacking the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	Sq.m	10.00		
70	Providing all labour T&P for Dismantling concrete and removing of floor area including removal of all accessories stacking the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	Cum	1.50		
80	Providing all materials, labour, T&P for dismantling of Upvc SWR Pipes of different dia & all fittings the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	M	5.00		
90	Providing all materials, labour, T&P for dismantling of old worn out GI Pipes & fittings of 50mm dia & lower dia & taking the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	M	25.00		
100	Providing all labour T&P for Dismantling and removing marble chips (Mojaki) flooring including removing the base coarse and stacking the same for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	Sq.m	20.00		
110	Providing all labour T&P for Dismantling and removing old tiled flooring including removing the base coarse and stacking the same for reuse and	M2	436.06		

	removing the debris within 50m lead. all complete as per specification & direction of EIC.				
120	Providing all labour, T&P for dismantling brick masonry in cement mortar under 3.0m height including stacking the useful materials for reuse and removing the debris within 50m lead. all complete as per specification & direction of EIC.	Cum	0.69		
130	Dismantling cement asbestos or other hard board ceiling or partition walls including stacking of serviceable materials and disposal of unserviceable materials within 50 meters lead.	M2	84.88		
140	Dismantling aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling Including disposal of unserviceable material and stacking of serviceable material with In 50 meters lead as directed by Engineer-in-charge.	M2	559.19		
150	Dismantling wooden hoardings in lining of walls and partitions, excluding supporting members but including stacking within 50 meters lead : Thickness above 10 mm up to 25 mm	M2	559.19		
160	Providing & fixing false ceiling at all height including providing & fixing of framework made of special section, power pressed from M.S. sheets and galvanised with zinc coating of 120 gms/ sqm (both side inclusive) as per IS : 277 and consisting of angle cleat of size 25mm wide x 1.6mm thick with flanges of 27mm and 37mm, at 1200mm c/c, one flange fixed to the ceiling with dash fastener 12.5mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25 x10 x0.50mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I channels 45 x15 x 0.90mm running at the spacing of 1200 mm c/c, to which the ceiling section 0.5mm thick bottom wedge of 80mm with tapered flanges of 26 mm each having lips of 10.5mm, at 450mm c/c, shall be fixed in a direction perpendicular to G.I intermediate channel with connecting clip made out of 2.64mm dia x 230mm long G.I wire at every junction, including fixing perimeter channels 0.50mm thick 27mm high having flanges of 20mm and 30mm long, the perimeter of ceiling fixed to wall/ partitions with the help of Rawl plugs at 450mm centre, with 25mm long dry wall screws @	M2	88.2		

	230mm interval, including fixing of Calcium Silicate Board to ceiling section and perimeter channels with the help of dry wall screws of size 3.5 x25mm at 230mm c/c, including jointing & finishing to a flush finish of tapered and square edges of the board with recommended jointing compounds, jointing tapes, finishing with jointing compounds in three layers covering up to 150mm on both sides of joints and two coats of primer suitable for boards, all as per manufacture's specification and also including the cost of making opening for light fittings, grills, diffusers, cut outs made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in charge but excluding the cost of painting. 8 mm thick Calcium Silicate Board made with Calcareous & Siliceous materials reinforced with cellulose fiber manufactured through autoclaving process.				
170	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	M2	424.22		
180	Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/ liter, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.	M2	454.22		
190	Supplying and fixing of Cement bonded Pre-laminated particle boards double skin partition using with 10mm cement bonded pre- laminated particle boards made out of G.I track section of size 50mm x 35mm x 0.55mm for fixing to thr roof and floor and the stud section of size 48mm x 35mm x 0.55mm placed in track section vertically at 610mm intervals and at 1200mm internals horizontally. The frame is fixed by means of self expansion screws ans caps to the wall/roof. LAM is to be fixed both sides of the frame work by using 2mm thick electro plated CR flat section leaving 3mm gap between two panels. The cost inclusive of cost and conveyance of all materials to sites, other materials incidental and labour charges as per the direction of engineer in charge.	M2	264.13		
200	Supplying and fixing of cement bonded Pre-Laminated Particle Boards aluminum glazed partitions using 10mm Cement Bonded Pre-Laminated Particle boards and 5mm thick glass to full height. Using with LAM to a hright	M2	71.89		

	of 0.91 Meter at bottom panel and remaining height with glass and Aluminium sections anodized to 12 to 15 microns and of sections os size 37mm x 62mm and 1.5 mm thickness with one meter centre to centre duly fixed with clip beading on both sides including fixing the frame to pillars by M.S flats, bolts and nuts including cost and conveyance of all materials etc. complete as directed during execution				
210	Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing lop & bottom pivot & double acting hydraulic floor spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge	M2	32.97		
220	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete. 600 X 600 mm Size	M2	391		
230	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS :15622 (thickness to be specified by the manufacturer ) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dadoing over 12 mm thick bed of cement Mortar 1:3 (1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete	M2	78.30		
240	Flooring with Non-skid red or white full body Ceramic floor tiles of size 450 x 450 mm and thickness between 7-8mm 1st quality conforming to IS:13711, IS:13712,IS:13630 (Parts 1 to 15) of any colour and finish in all shades and designs as approved by Engineer-in-charge, set over base coat of cement mortar (1:8), 12mm thick using screened sand over CC bed already laid or RCC roof slab, including neat cement slurry of honey like consistency spread @ 3.3 Kgs per Sqm & jointed neatly with white cement paste to full depth mixed with pigment of matching shade, including cost of all materials like cement, sand water and tiles etc., complete, over heads and contractors profit etc., complete for finished item of work	M2	20.75		

250	Providing and fixing G.I. Pipes complete with G.I. fittings and clamps, i/c making good the walls etc. concealed pipe, including painting with anti corrosive bitumastic paint, cutting chases and making good the wall, 15 mm dia nominal bore	M	30.00		
260	Providing all materials, labour, T&P for laying of following dia CPVC pipes S.D.R - 11 as per IS-15778 with ISI mark including fixing of required size CPVC fittings like bend, Tee, elbow, offsets etc. and the same fixed on wall or floor with holder bat clamps screw etc. including testing the joints with required water pressure. The cost inclusive of all duties, transportation scaffolding etc. as per specification and direction of Engineer-in-charge. Providing all materials, labour, T&P for laying of following dia CPVC pipes S.D.R - 11 as per IS-15778 with ISI mark including fixing of required size CPVC fittings like bend, Tee, elbow, offsets etc. and the same fixed on wall or floor with holder bat clamps screw etc. including testing the joints with required water pressure. The cost inclusive of all duties, transportation scaffolding etc. as per specification and direction of Engineer-in-charge.				
260 a	20mm dia	M	15.00		
260 b	25mm dia	M	20.00		
270	Providing all material, labour, T&P for fitting & fixing of 25MM Dia CPVC Ball Valve confirming to IS-15778 with ISI mark as per ASTM D-2846 with jointing materials etc. including testing the joints with required water pressure. The cost inclusive of all duties, transportation, scaffolding etc. all complete as per specification & direction of EIC.	EA	3.00		
280	Supplying & fixing CPVC pipes of 50mm dia of SDR 13.5 of standard make and ISI mark on ground or on wall including cost of tees, elbows, bends, reducers, couplings, running joints, union flanges, unions etc. with necessary excavation in all types of soils (except rock requiring blasting), refilling, chiseling masonry walls and making good the walls & floors to the original surface and fixing MS clamps on Teak Wood blocks on walls including cost and conveyance of all materials and labour charges , overheads & contractors profit complete for finished item of work.	M	10.00		
290	Providing all materials labour, T&P for making grooves in bricks/stone masonry walls vertically or horizontally up to required depth and width for	M	30.00		

	laying of pipes and fittings up to 50mm dia, testing the joints with required water pressure and making good the damages with cement concrete 1:2:4 with 12mm size H.G.C.B. chips and finished smooth with cement mortar (1:4) to original shape including cost of materials , curing, conveyance, taxes of all materials etc. all complete as per specification & direction of EIC.				
300	Providing all labour, T&P for cutting holes in bricks or stone masonry wall for taking pipes and making good the damages with cement concrete 1:2:4 finished smooth with CP 1:4 to original shape including cost of all materials, curing, conveyance, duties etc. all complete as per specification & direction of Engineer-in-charge.				
300 a	For 15mm to 50mm dia pipe to pass in 125mm to 250mm thick wall	EA	5.00		
300 b	For 75mm to 150mm dia pipe to pass in 250mm thick wall	EA	8.00		
310	Providing and fixing vitreous china dual purpose closet suitable for use as squatting pan or European type water closet (Anglo Indian W.C pan) with seat & lid fixed with C.P. brass hinges and rubber buffers, 10 litre low level flushing cistern with fitting and brackets, 40 mm flush bend, 20 mm over flow pipe, with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required	EA	3.00		
320	Providing and fixing White vitreous china wash basin of size 630x450 mm with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required.	EA	3.00		
330	Providing and fixing white vitreous china battery based infrared sensor operated urinal of approx. size 610 x 390 x 370 mm having pre & post flushing with water (250 ml & 500 ml consumption), having water inlet from back side, including fixing to wall with suitable brackets all as per manufacturers specification and direction of Engineer-in-charge.	EA	6.00		
340	Providing all materials, labour, T&P for fixing of 600 x 450mm bevelled edge mirror of Superior glass (of approved quality) complete with 6mm thick hard board ground fixed to wooden cleats with C.P brass screws and washers	EA	3.00		

	including cost, conveyance, of all materials complete as per specification and direction of E.I.C.				
350	Providing all materials, labour, T&P and fittings and fixing of different water supply fitting as per IS specification & approved make of following sizes and specification with leak proof threaded joints with spun yarn and white zinc or any other method as required and directed including all duties, transportation etc., testing and rectification of defects after testing complete as per direction of Engineer-in-charge. For Tiolet				
350 a	Long nose bib cock of approved quality (C.P Brass) conforming to IS standards and weighing not less than 810 gms. 15 mm nominal bore	EA	3.00		
350 b	C.P. brass bib cock of approved quality conforming to IS:8931 15mm nominal bore	EA	3.00		
350 c	15mm dia Angle Stop cock with wall flange weighing not less than 85 grams of PMPT make.	EA	6.00		
350 d	15mm dia pillar cock of approved quality and colour, 125 mm long foam flow, weighing not less than 125 grams , PMPT make.	EA	3.00		
350 e	C.P. Soap Dish Holder having length of 138mm, breadth 102mm, height of 75mm with concealed fitting arrangement, weighing not less than 106gms, PMPT make.	EA	3.00		
350 f	Towel Ring trapezoidal shape 215mm long , 200 mm wide with minimum distance of 37mm from wall face with concealed fitting arrangement of approved quality and colour, weighing not less than 88 grams, PMPT make.	EA	3.00		
350 g	Towel Rail of 600mm long with total length of 645mm, width 78mm and effective height of 88mm, weighing not less than 88 grams, PMPT make.	EA	3.00		
350 h	600 x 120 x 5 mm glass shelf with edges round off, supported on anodised aluminium angle frame with C.P brass brackets and guard rail complete fixed with 40mm long screws, rawl plugs etc. complete	EA	3.00		
350 i	Supply & fixing bib cock cum health faucet with 1 m long flexible tube and wall hook of Jaguar make queen series with 7 years warranty Chrome plated	EA	3.00		

350 j	15mm x 50mm C.P. Extension piece	EA	12.00		
350 k	125mm dia stainless steel doom grating	EA	5.00		
350 l	Waste coupling for wash basin and sink of 31 mm dia of 79 mm length and 62mm breadth weighing not less than 45 gms , PMPT make.	EA	3.00		
350 m	32 mm P.V.C. flexible waste pipe for sink or wash basin, length not less than 700mm with PVC waste fittings.	EA	3.00		
350 n	C.P Brass Toilet paper holder with cover	EA	3.00		
350 o	32 mm CP Battle Trap, single piece moulded with height 270mm, effective length of tail pipe 260mm from the centre of waste coupling, 77mm breadth with 25mm minimum water seal, weighting not less than 260 grams, PMPT make.	EA	8.00		
350 p	NP Coat Hook	EA	8.00		
360	Supplying all materials, labour, T&P, fitting and fixing 110mm dia uPVC SWR pipes (Type-A) (Ringfit) of approved make confirming to IS-13592/1992, both below & above ground level or fixing on wall surface in all floors including all duties, transportation & scaffolding etc. but Excluding GST all complete as per specification & direction of the Engineer-in-charge. Make : ASTRAL/SUPREME	M	10.00		
370	Supplying all materials, labour, T&P, fitting and fixing of following dia uPVC SWR (Ringfit) fittings of approved make confirming to IS-14735 with all duties, transportation & requisite testing but Excluding GST as per specification & direction of Engineer-in-charge. Make: ASTRAL/SUPREME				
370 a	110mm x 110mm 'P' Trap	EA	5.00		
370 b	110mm x 87.5° plain bend	EA	3.00		
370 c	110mm x 45° plane bend	EA	2.00		
370 d	110mm W.C. Bend with lip ring	EA	3.00		



380	Providing all materials, labour, T&P for fitting and fixing of following size of 12mm thick toughened glass for urinal partition of approved make in all floor with edge moulding & polishing with chromium plated brass screws, G/W brackets 90° (Double Sided Back Plate) of DORMA make with all duties, transportation etc. all complete as per specification & direction of Engineer-in-charge.	M2	6.30		
390	Providing and fixing 28 - 30 MM thick solid Wood Polymer Composite (WPC) single extruded door shutter with 3MM top and bottom rigid layer with an overall density of 750kg/Cum. It will be fixed to the frame using 3 inch /4 inch hinges. A minimum of 4 hinges will be required for fixing the door with the frame	M2	9.72		
400	Door Frame section of 45x75 MM. The two Vertical members are to be joined together with the horizontal member using 8x50 MM long MS Star full thread screws to be used with reverse forward speed control hand drilling machine. The ready/assembled door frame is fixed to the wall using hold fast or bolt fasteners. A minimum of 4 Nos. of screws to be provided for each vertical member & minimum 2nos for horizontal member.	M	25.50		
410	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size) of approved quality and size from approved quarry including cost, conveyance, royalty, all taxes complete and providing all labour T&P for machine mixing, lowering, laying and compacting to proper thickness, watering and curing for the required period and including dewatering (if required) as per the specification & direction of EIC	M3	2.44		
420	Providing and laying plain cement concrete (1:3:6) in foundation and bottom layers using 40mm size hard black crusher broken granite metal of approved quality and size from approved quarry including cost, conveyance, royalty, all taxes complete and providing all labour T&P for machine mixing, lowering, laying and compacting to proper thickness, watering and curing for the required period and including dewatering (if required) as per the specification & direction of EIC	M3	2.47		

430	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facies and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite stone of Colour: "Absolute Black" / "Indian Premium Black" / "Jet Black" / "Premium Black" / "Telephone Black". Area of slab over 0.50 sqm.	M2	1.44		
440	Providing and fixing Stainless Steel A IS1 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required : Sink with drain board 510x1040 mm bowl depth 250 mm	EA	1		
450	Providing and fixing in wall lining medium density fibre board IS 14587:1998 Marked, prelaminated one side decorative lamination and the other side balancing lamination with necessary fixing and screws etc complete	M2	99.2		
460	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor level V in Cement mortar 1:3 (1 cement:3 coarse sand)	M2	31.69		
470	Plastering 12mm thick single coat in CM (1:4) using screened sand including cost and conveyance of all materials like cement, sand, water etc., to site, sales & other taxes on all materials, and all operational, incidental charges on materials and including cost of all labour charges for mixing mortar, finishing, curing as directed by Engineer-in-charge etc.	M2	100.88		
480	Providing, fitting and fixing of 10mm Thick Plain Float Glass of approved brand and manufactures with necessary fixtures all complete as per the directions of Engineer-in-charge	M2	89.10		

490	Providing impervious coat in portion of surfaces to required slopes with CM (1:3) prop. using screened sand 20mm thick (average) mixed with water proofing compound manufactured by reputed manufacturers as approved by Engineer-in-charge at 1 Kg per one bag of cement, laid over roof slab when it is green, finished smooth with a floating coat of neat cement and thread lining at regular intervals of 45cmx45cm including cost and conveyance of all materials like cement, sand, water proofing compound, water etc., to site, sales & other taxes on all materials and operational, incidental, and labour charges for mixing mortar, laying, lift charges, rendering smooth and thread lining, curing including rounding off junctions of wall and slab etc., and overheads & contractors profit complete for finished item of work. (APSS No. 901 & 903).	M2	41.30		
<b>SECTION B: INTERNAL FURNITURE INCLUDING SUPPLY OF ALL MATERIALS</b>					
10	Providing, fitting and fixing in Position 14 -Seater Modular Conference table with wire manager in Oval Shape, made of MDF board conforming to grade II and type II of IS 14587/1998 and laminated with 1.5mm thick lamination. Length is 700mm per seat, width is 600mm and table top thickness is 30mm. Legs material is made of made of MDF board conforming to grade II and type II of IS 14587/1998 and laminated with 1.5 mm thick lamination. Modesty panel is made of MDF Board 19mm thick Conforming To Grade II And Type II Of IS 14587/1998 And Laminated With 1.5 Mm Thick Lamination.	EA	1		
20	Providing, fitting and fixing of Executive Desk unit Type #1 Comprising of A) Executive Desk-1no. B) Mobile pedestral -1 no. C) Joining Top -1 no. D) Free Standing return desk with Pedestral and side unit, made of three layer prelaminated board (wood product) of grade grade II type II of IS 12823. Thickness of the top table is 25mm, gabel end and modesty panel is 19mm. one storage unit of dimension 400mm x 470mm. Laminate in colour with matt finish 0.6-0.8mm thickness of type S,F or P having index no.3.2.3 conforming to IS 2046/Latest with having balancing laminate of 0.5mm thick on other side	EA	1		
30	Providing, fitting and fixing of Executive desk Unit type #2 Comprising of A) Executive Desk -1 no. B) Side unit 1 no. Godrej Impress Executive table	EA	6		

	(1800x900x750) Comprising main desk and pedestral. Table top made of MDF board of grade SBG II of IS 12406 , Gabel end and modesty panel is made of carved teak wood with single storage on one side. Thickness of table top is 25mm and gabel end and modesty is 15mm.				
40	Providing fitting and fixing in position of Reception table of size 1800mm x 600mm x 750mm with one number storage and made of 19mm thick Commercial Block Board BWP grade Conforming to IS 1659 (Consortex OMGANMT444)	EA	1		
50	Providing fitting and fixing in position steel table for workmen with storage in both sides of dimension 1360mm × 750mm × 750mm. Table top material is 18mm thick prelaminated particle board and pedestral under structure is mild steel pipe of dia 25mm. Storage unit drawer material is 0.6 mm M.S sheet.(CBL02548)	EA	10		
60	Providing fitting and fixing Very high back executive chair type#1. Pedestal base is chrome finish with 5 wheels, Arm material is PU foam bonded chrome coted, seat material is PU foam covered with pure leatherite, material of back cover/ back rest is leatherite and central tilt. Overall chair height is 1050mm , backrest height is 730mmm, back rest width is 530mm, seat height is 450mm, seat width is 520mm and thickness of plywood is 12mm.	EA	1		
70	Providing fitting and fixing high back executive chair type#2 (WS 512). Pedestal base is chrome finish with 5 wheels, Arm material is Proypylene, seat material is PU foam covered with pure leatherite, material of back cover/ back rest is leatherite and central tilt. Overall chair height is 1220mm , backrest height is 730mmm, back rest width is 480mm, seat height is 450mm, seat width is 480mm and thickness of plywood is 18mm.	EA	6		
80	Providing fitting and fixing Conference revolving chair. Pedestal base is made of Aluminium die cast chrome finish with nylon twin caster wheels, Arm material is PU foam bonded chrome coated, Material of fabric for back cover, back rest and seat is Leatherite. Overall chair height is 1025mm, back rest height and width is 730 and 520mm. Seat height, width and depth is 450,480 and 480mm. Thickness of plywood used is 12mm.	EA	14		

90	Providing, fitting and fixing in position workstation chairs. Pedestal base is made of ABS plastic with ABS/Nylon twin caster wheels. Arm material is Propylene. Seat material is PU foam covered with fabric. Material of fabric back cover / back rest is mesh fabric. Material of seat cover is polyester fabric. chair type is push back. overall height of chair is 950mm. Backrest height and width is 520 and 440mm. Seat height, width and depth is 450,500 and 480mm. Thickness of plywood used is 15mm.	EA	10		
100	Providing, fitting and fixing in position Visitor chairs Type#1. Material used is hot pressed board. Seat and back rest is padded with polyurethane foam. Material of fabric back cover is leatherite. Frame material is CRCA ERW round ppe Material of fabric of seat cover is black leatherite, thickness of plywood used is 18mm. Arm material is chrome mild steel, Thickness of polyurethane foam is 50mm. Frame type is cantilever.	EA	12		
110	Providing, fitting and fixing in position Visitor chairs Type#2. Material used is hot pressed board. Seat and back rest is padded with polyurethane foam. Material of fabric back cover is leatherite. Frame material is CRCA pipe, Material of fabric of seat cover is black leatherite, thickness of plywood used is 18mm. Arm material is chrome mild steel, Thickness of polyurethane foam is 25mm. Frame type is cantilever.	EA	10		
120	Providing fitting fixing of floor mounted cabinet for printer peripheral size 900mm x 475mm x 760mm with 2 no. storage shelves and locking facility. Material of table top is 25mm thick Teak wood and Modesty and side panels are 18mm thick teak wood. Top table is fixed to Gable end and modesty panel using mini fix and wooden dowel by using (Knock down) system for interconnecting. Legs are made by Teak wood of dimension 40 X 40mm and 4 no. buffers to be provided at bottom.	EA	6		
130	Providing, fitting and fixing of floor mounted file storage cabinet of size 1750 mm x 450mm x 800mm with storage shelves and Two leafs. Material used is Decorative block board MR grade conforming to IS 1659. Thickness of board used for Top, sides, back and bottom is 20, 20, 08 and 20mm. Thickness of DOOR is 20mm, Hinged to equal width hung with auto closing hinges of 0 cranking overlay type.	EA	7		

140	Providing fitting and fixing in position Almirah steel file storage office cabinet with 5 no. of shelves and 2 no. of doors made of M.S sheet 0.8mm thick conforming to commercial quality CR- 1,Grade 340 of IS 513:2008 with locking arrangement. Dimension are 1855 mm x 910mm x 480mm (keceeka) (KC-308)	EA	6		
150	Providing fitting and fixing in position executive file cabinet with overall height og 1830mm with central locking and 4 no. file storage drawers made of M.S steel of 0.8mm thick. Painted with enamel paint. (elegant) (ELEGENT G029)	EA	3		
160	Providing, fitting and fixing of granite top pantry counter of size 1850mm x 1500mm x 450mm comprising of storage shelves and door made of 24mm and 26mm thick ISI mark BWP grade plywood. Thickness of material used in Top, sides, back and bottom are 25, 30, 14 and 14mm. Hinged doors of equal width hung with auto closing hinges of 0 cranking overlay type	EA	1		
170	Providing fitting and fixing in position 3D LED stainless steel lettering.	EA	1		
180	Providing fitting and fixing in position 5 seater (3 seater + 2no.s 1 seater) lounge of Godrej Interio Supreme make. Made of 18mm teak plywood with Foam seat cushion material. Covering material for seat and backrest is leather fabric. Dimension of 3 seater is 1850 mm in length 850mm in height. Length of single seater is 850mm. (GODREJ INTERIO) (Supreme)	EA	1		
190	Providing fitting and fixing in position 3 seater lounge of Godrej Interio make Fab leather. Made of 19mm teak plywood and foam cushion material with web suspension seating. Frame covering with fully upholstered and covering material for seat and back rest is Leather. (GODREJ INTERIO Jinerio 3 seater sofa)	EA	1		
200	Providing fitting and fixing of Glass top centre tables of rectangular shape. Made of Tempered Glass (8mm) and Teak wood. Dimension of table is 1219mm x711mm. Height of table is 380mm.	EA	2		
210	Supply, installation and commissioning of RFID based Access Control System	EA	1		

220	Supply fitting and fixing in position MAC blinds (Regular vertical blinds 89mm) complete as specified and directed by the department (Garima Product ID 5116877-55389124185)	M2	102.4		
230	Supply installing testing & commissioning of caller ID corded telephone instrument .Make and model : Panasonic KX- TSC62SXB	EA	10		
<b>SECTION C : IT JOBS INCLUDING SUPPLY OF ALL MATERIALS</b>					
10	Providing Supply and commission of network rack	EA	1		
20	Providing Supply and fixing of 48 Port Switch	EA	1		
30	Providing Supply and Commissioning of router	EA	1		
40	Providing Supply and fixing of IT cables for 8 boxes	EA	1		
<b>SECTION D : ELECTRICAL WORKS INCLUDING SUPPLY OF ALL MATERIALS</b>					
10	Supply of 2.0 TR 3 Star capable of delivering 24000 BTU/ hr and above with operating on refrigerant R-32 / R-410A Makes: Toshiba RAS24S3KS / Hitachi / Blue Star / Daikin / Voltas / Carrier Superia split AC unit with high wall mounted indoor unit and outdoor condensing unit Hermetically sealed compressor suitable for operation on 230V, 50Hz, 1Phase AC supply capable of performing cooling dehumidifying air circulating and filtering with cooling and condensing units with 3 mts of copper piping, insulation kit and 4 mts of 3 core copper flexible cable including cordless remote control etc.	EA	2		
20	Supply of 1.5 TR 5 Star capable of delivering 18000 BTU/hr and above with operating on refrigerant R-32/ R-410A Makes: Toshiba RAS18S3KPS / Daikin / Blue Star 5HW12SBU / Hitachi / Voltas / Carrier Superia or equivalent split AC unit with high wall mounted indoor unit and outdoor condensing unit Hermetically sealed compressor suitable for operation on 230V, 50Hz, 1Phase AC supply capable of performing cooling dehumidifying air circulating and filtering with cooling and condensing units with 3 mts of	EA	6		

	copper piping, insulation kit and 4 mts of 3 core copper flexible cable including cordless remote control etc. .				
30	Installation of Split Air Conditioners of SL. NO 10 & 20 OF <b>SECTION D</b>	EA	8		
40	Supply installation Testing and commissioning of 15.0 KVA, 312/360 V DC on line UPS system as per IEC 62040-I(Safety) ,IEC 62040-3(Performance) for critical IT solutions ,fully digital IGBT Converter and Inverter ,with Internal /External isolation transformer from DC to AC, PWM, pure sine wave out put, double conversion ,output pf 0.9, with paralleling facility , standard communication features/options auto and manual static by pass switch three phase input /single phase output. Acoustic level shall be less than 58dB at 1 mtr distance. Makes: Numeric/APC/Consul Neowatt/Sakshham /Emerson or equivalent.	EA	1		
50	Supply and fixing of 12V 42 AH SMF battery with 3 years Warranty including wire leads, connections etc complete. Makes: Quanta / Racket / Exide or equivalent.	EA	30		
60	Supply of 16" (400mm) Wall mounted Fan. Makes: Crompton SDX Gold / Bajaj Elite / Havells Swing Premia gold / Usha / Orient Wall 43 or equivalent.	EA	15		
70	Supply of 12" (300mm) ISI, 900 RPM Heavy duty exhaust fan with metallic blades with Mark. Makes: Crompton / Almounard / Havells Turbo Force or equivalent.	EA	4		
80	Supply, transportation and fixing of 36Watts Recessed / Surface mounting 2' x 2' (600x600 mm) LED luminaire made of CRCA sheet housing with powder coated with acrylic diffuser, Constant current Driver as per IS: 15885 (Part 2/ Sec 13) : 2012 , With System lumen output $\geq$ 3200lm operating voltage range of 150 to 265 Volts AC, P.F > 0.9, Surge protection: 2KV, THD<10%, with high power LED's having efficacy of > 120 lumens / watt, CCT: 3000K - 5700K, minimum CRI>70, .etc.,, complete. a) LUMINAIRE MAKE: Phillips /Lighting Technologies (LT) / GE-Venture /	EA	12		



	Crompton / Wipro / Bajaj / Havells / VIN /Halonix/Jaquar/HPL or equivalent b) LED MAKE: PHILIPS LUMILEDS / CREE / NICHIA / OSRAM / SAMSUNG, or equivalent.				
90	Supply of 1 x 36/40W Box type tube light luminaire powder coated CRCA sheet steel housing with Electronic Ballast Chokes and all standard accessories. Makes: Wipro / G.E. / Phillips / Crompton / Bajaj/Havells/HPL/Halonix	EA	5		
100	Supply of 18/20W fluorescent tube. Makes: Phillips / Crompton / Bajaj / Surya / Style Lamp / Capart	EA	55		
110	Supply Installation Testing and commissioning of free standing floor mounted dust and vermin proof Compartmentalised cubical panel made out of CRCA sheet, required hardware, duly painted by two coats of zinc/red oxide primer followed by Powder coated / epoxy / PU painted with phosphatisation in grey or required shade after rinsing. The panel having PU/Neoprene rubber gasket of not less than 3mm thickness, separate detachable, gland plate M.S. base channel, hinged door with locking arrangement for equipment/switchgear. Thickness of sheet shall not be less than 1.6mm up to 600mm length/width of any compartment and be of 2.0mm above 600mm. Load bearing structure shall be of 2.0mm thick sheet supported by base M.S. channel if required. Side walls and cable alley compartments having bolted type doors with detachable extension type structure (only outer area on all sides shall be measured and panel to be abricated from CPRI approved fabricator).	SQ.M	2.56		
120	Supply and fixing of Electrolytic grade aluminium bus bar by means of SMC / DMC type insulator, high tensile nuts and bolts spring washers in existing panel including bending , cutting in required shape and size and colour coding with heat shrinkable PVC sleeves.	KG	8		
130	Supply and Fixing of (0-500) V range Volt meter on existing panel, making connection by PVC insulated copper conductor with PVC sleeves / channel etc. as required. Make: Conzerve/Elmeasure/Meco/HPL/L&T/socomec or equivalent, Analog type (96 mm x 96 mm).	EA	1		
140	Supply and Fixing of CT operated direct reading type Ammeter on existing panel , making connection by PVC insulated copper conductor with PVC sleeves / channel etc. as required. Make:Conzerve/ Elmeasure/ Meco/HPL/	EA	1		

	L&T/ Schneider/ AE/ Socomec or equivalent Below 500 A, Analog type ( 96 mm x 96 mm ).				
150	Supply and Fixing of Current Transformer, with all necessary support in existing panel including connection etc. as required Make: Kappa/L&T/Seimens/C&S/Schneider or equivalent from 500 / 5 to 1600/5 Ratio, 15 VA, class 1 accuracy.	EA	3		
160	Supply and Fixing of selector switch for voltmeter (4 position) including making connection etc. as required. Make: L&T /C&S/SALZER/HPL or equivalent.	EA	1		
170	Supply and Fixing of CT linked selector switch of 10 A for Ampere meter (4position) including making connection etc. as required Make: L&T /C&S/SALZER/HPL or equivalent.	EA	1		
180	Supply and Fixing of 240/220 V, LED (22.5 mm dia ) Pilot lamp with integral circuit, terminal block, including connection etc. as required, Red/yellow/Green colour.	EA	2		
190	Supply and Fixing of 240/220 V, LED (22.5 mm dia ) Pilot lamp with integral circuit, terminal block, including connection etc. as required, Blue colour.	EA	1		
200	Supply of 250A 4 Pole MCCB, Adjustable, Confirms to IEC 60947-2 and IS 13947-Part 1&2 having Breaking Capacity 36/35 KA with thermal magnetic release Panel Mounted. Makes: L&T- D shine / Schneider-NS NSX/Legrand – DP X3/ Siemens-3VL / Hager-h3/C&S -Winbreak2 or equivalent.	EA	1		
210	Supply of 63A / 60A 4 Pole MCCB, Adjustable, Confirms to IEC 60947-2 and IS 13947-Part 1&2 having Breaking Capacity 16 KA with thermal magnetic release Panel Mounted. Makes: L&T- D shine / Schneider-NS NSX/Legrand –DP X3/ Siemens-3VL / Hager-h3/C&S -Winbreak2 or equivalent.	EA	1		
220	Supply of 6-32A 10KA FP MCB, C/D Curve ISI Mark. Makes: Milltec / Sputnik / Benlo / Vimal/Polycab /Precision/Amron or equivalent.	EA	6		

230	Supply of 6-32A 10KA DP MCB, C/D Curve ISI Mark. Makes: Milltec / Sputnik / Benlo / Vimal/Polycab/Precision/Amron or equivalent.	EA	15		
240	Supply of 20A SP Plug and Socket in SS enclosure as per IS 8623; IS 13032; IEC 61439-3. Makes: ABB/Standard / Havells-euro II / HPL (Techno) / Indo Asian / C&S / L&T/GM /Gold Medal/Anchor/Salzer.	EA	11		
250	Supply of 32A TP Plug and Socket in SS enclosure as per IS 8623; IS 13032; IEC 61439-3. Makes: ABB/Standard / Havells-euro II / HPL (Techno) / Indo Asian / C&S / L&T/GM /Gold medal/Anchor/Salzer.	EA	2		
260	Supply and transportation of following XLPE insulated, 1100V grade armoured aluminium cable as per specification confirming to IS:7098 (Part - I)./1554-I. Makes: Torent / Universal / Unicab / Havells / KEI / Gloster / Polycab or equivalent, 120 Sq.mm X 3.5 core.	M	10		
270	Supply and transportation of following XLPE insulated, 1100V grade armoured aluminium cable as per specification confirming to IS: 7098 (Part - I)./1554-I. Makes: Torent / Universal / Unicab / Havells / KEI / Gloster / Polycab or equivalent, 25 Sq.mm X 3.5 core.	M	35		
280	Supply and making one end termination with heavy duty double compression brass gland as per BS 6121:2005 ,IP 66 complete, SIBG type, heavy duty Aluminium lugs duly crimped with crimping tool, PVC tape etc. for following size of Armoured PVC insulated & PVC sheathed/ XLPE aluminium conductor cable of 1100 volt grade as required of size. Makes: Dowels/Comet/SMI or equivalent, 3.5core x 120 sq.mm.	SET	2		
290	Supply and making one end termination with heavy duty double compression brass gland as per BS 6121:2005,IP 66 complete, SIBG type, heavy duty Aluminium lugs duly crimped with crimping tool, PVC tape etc. for following size of Armoured PVC insulated & PVC sheathed/ XLPE aluminium conductor cable of 1100 volt grade as required of size. Makes: Dowels/Comet/SMI or equivalent, 3.5core x 25 sq.mm.	SET	2		
300	Supply, transportation & installation of following sizes of Hot Dipped Galvanized Iron perforated cable trays without cover, including horizontal and vertical bends, reducers' tees, cross members and other accessories as required and duly suspended from the ceiling/Wall with suspenders etc., complete. (NB:Add 30% Extra for perforated cable tray with cover), 150mm x 50mm x	M	50		

	1.6mm.				
310	Supply, fabricating, installing structural steel supports for fixing all sizes of MS pipes from ceiling / wall with MS Channels, Angles, Flats, Rods, as required at site with anchor fasteners, Clamps, threaded rods, nuts, bolts, washers etc. complete with painting.	KG	150		
320	Supply of ISI 20mm (1.55 mm thickness) outer dia medium grade with IS: 9537 part 3 FRLS rigid PVC pipe. Makes: Precision/Universal& Marudhar/VIP / GoldMedal / Million plast / GM / Sudhakar /Anchor/ Polyline/Polycab/Orbit/ AKG or equivalent.	M	350		
330	Supply of ISI 25mm (1.80 mm thickness) outer dia medium grade with IS: 9537 part 3 FRLS rigid PVC pipe. Makes: Precision/Universal& Marudhar/VIP / GoldMedal / Million plast / GM / Sudhakar /Anchor/ Polyline/ Polycab/Orbit/ AKG or equivalent.	M	100		
340	Supply of ISI 32mm (2.10 mm thickness) outer dia medium grade with IS: 9537 part 3 FRLS rigid PVC pipe. Makes: Precision/Universal& Marudhar/VIP / GoldMedal / Million plast / GM / Sudhakar /Anchor/ Polyline/ Polycab/Orbit/ AKG or equivalent.	M	200		
350	Supply of 19/20 mm PVC deep Junction Boxes confirms to IS: 3419. Make: Precision/Universal& Marudhar/VIP / GoldMedal / Million plast / GM / Sudhakar / Polyline/ Polycab /Orbit/Anchor or equivalent.	EA	100		
360	Supply of 25mm PVC deep Junction Boxes confirms to IS: 3419. Make: Precision/Universal& Marudhar/VIP / GoldMedal / Million plast / GM / Sudhakar / Polyline/ Polycab /Orbit/Anchor or equivalent.	EA	50		
370	Supply of 32mm PVC deep Junction Boxes confirms to IS: 3419. Make: Precision/Universal& Marudhar/VIP / GoldMedal / Million plast / GM / Sudhakar / Polyline/ Polycab /Orbit/Anchor or equivalent.	EA	100		
380	Supply of 19/20 mm dia 1.5mm thick PVC Bends. Make: Precision/Universal& Marudhar/VIP /GoldMedal / Million plast / GM / Sudhakar / Polyline/ Polycab/AKG/Orbit or equivalent.	EA	100		
390	Supply of 25mm dia 1.5mm thick PVC Bends. Make : Precision/Universal& Marudhar/VIP / GoldMedal / Million plast / GM / Sudhakar / Polyline/ Polycab/AKG/Orbit or equivalent.	EA	50		

400	Supply of 3 Plate Jumbo Ceiling Rose Makes: GM G Home / Gold Medal Olive / Million Zoom / Great white Omega/Koncept/Vimal opel/Anchor.	EA	40		
410	Supply of 32mm dia 2.0mm thick PVC Bends. Make: Precision/Universal & Marudhar/VIP / GoldMedal / Million plast / GM / Sudhakar / Polyline/ Polycab/ AKG/Orbit or equivalent.	EA	100		
420	Supply of 19/20 mm Saddles with Base.	BOX	4		
430	Supply of 25 mm Saddles with Base.	BOX	4		
440	Supply of 32 mm Saddles with Base	BOX	4		
450	Supply of 6 Hot Dip galvanized 20/18 SWG Module box with earthing terminal.	EA	5		
460	Supply of 8 or 9 Hot Dip galvanized 20/18 SWG Module box with earthing terminal.	EA	12		
470	Supply of 12 Hot Dip galvanized 20/18 SWG Module box with earthing terminal.	EA	8		
480	Supply, installation and testing of UPVC Drain Piping with 6mm Nitrile Rubber class "O" Insulation covered with interwoven glass cloth protection. Necessary pipe fittings(Including enlarger, bends, T Joints etc) has to be considered to connect the UPVC drain pipe to cast iron floor trap.50 mm dia.	M	70		
490	Supply and laying of following sizes Earth wire/Strip in horizontal /Vertical run in Ground/surface/Recess including, revitting, soldering, saddles, making connection etc. as required 20mm x 3mm Copper Flat(0.529Kgs/1Mtr).	M	20		
500	Supply and laying of following sizes Earth wire/Strip in horizontal /Vertical run in Ground/surface/Recess including, revitting, soldering, saddles, making connection etc. as required, 10 SWG Copper wire(0.028Kgs/1Mtr).	M	100		
510	Supply of 22/0.3mm (1.5 Sqmm) FRLS / HFFR / ZHFR PVC insulated 1100V grade as per IS : 694 / 1990 specification for Copper cable. Makes: Gloster/ Polycab / Bonton / V-Guard / GM / Million / HPL / Goldmedal / Finecab /Fortune Art / Kundan cab/Sudhakar/Orbit/Standard/Tamra/Anchor or equivalent.	M	10		

520	Supply of 36/0.3mm (2.5 Sq.mm) FRLS / HFFR / ZHFR PVC insulated 1100V grade as per IS: 694 / 1990 specification for Copper cable. Makes: Gloster/ Polycab / Bonton / V-Guard / GM / Million / HPL / Goldmedal / Finecab /Fortune Art / Kundan cab/Sudhakar/Orbit/Standard/Tamra/Anchor or equivalent.	M	12		
530	Supply of 56/0.3mm (4.0 Sqmm) FRLS / HFFR / ZHFR PVC insulated 1100V grade as per IS : 694 / 1990 specification for Copper cable. Makes: Gloster/ Polycab / Bonton / V-Guard / GM / Million /HPL / Goldmedal / Finecab /Fortune Art / Kundan cab/Sudhakar/Orbit/Standard/Tamra/Anchor or equivalent.	M	10		
540	Supply of 84/0.3mm (6.0 Sq.mm) FRLS / HFFR / ZHFR PVC insulated 1100V grade as per IS : 694 / 1990 specification for Copper cable. Makes: Gloster/ Polycab / Bonton / V-Guard / GM / Million / HPL / Goldmedal / Finecab /Fortune Art / Kundan cab/Sudhakar/Orbit/Standard/Tamra/Anchor or equivalent.	M	2		
550	Supply of 6A / 10A 1 Way 1 Module Modular Switch. Makes: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push) or equivalent.	EA	120		
560	Supply of 6A / 10A 3/2 Pin 2 Module Modular Socket with shutter. Makes: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push) or equivalent.	EA	100		
570	Supply of Calling Bel. Makes: GM G Home / Gold Medal Olive / Million Zoom / Great white Omega/Koncept/Vimal opel/Anchorl or equivalent.	EA	3		
580	Supply of 16A / 20A 1 Way 1 Module Modular Switch. Makes: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push) or equivalent.	EA	10		
590	Supply of 20A Modular Socket with shutter. Makes: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push) or equivalent.	EA	10		
600	Supply of 6A / 10A Modular Bell Push with Neon Indicator. Makes: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push) or equivalent.	EA	3		

610	Supply of 3 Modular Cover Frame. Makes: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push) or equivalent.	EA	33		
620	Supply of 6 Modular Cover Frame. Makes: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push) or equivalent.	EA	33		
630	Supply of 8 Modular Horizontal / Vertical Cover Frame. Makes: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push) or equivalent.	EA	12		
640	Supply of 12 Modular Vertical Cover Frame. Makes: Legrand Arteor / Schneider Zen celo/ Crabtree Murano or Amare/L&T-englaze/ GM-Zenova/Goldmedal(i-Push) or equivalent.	EA	8		
650	Supply of 6-32A SP MCB 10KA C/D Curve ISI Mark. Makes: Legrand-DX3 / Schneider-Acti9/Hager-h3/Siemens-5SX4/ Crabtree-Xpro/L&T-AU or equivalent.	EA	15		
660	Supply of 12 Way SPN DB with IP 43Protection suitable for 12 Nos S.P out goings and for 1 No Incomer etc. complete as per IS 8623; IS 13032; IEC 61439-3. Makes: Legrand (Ekinox 3) / Schneider-Acti9/Hager -Novello+/ Seimens/Crabtree Xpro classique-II/L&Tnewrange, or equivalent.	EA	2		
670	PVC Rawl Plugs	DAY	10		
680	PVC Grips	DAY	10		
690	Diploma Engineer / Surveyor	DAY	15		
700	Skilled Electrician	DAY	25		
710	Semi Skilled Electrician / Lineman	DAY	40		
720	Helper (Electrical)	DAY	40		

730	Supply of 2 x 36/40W Box type tube light luminaire powder coated CRCA sheet steel housing with Electronic Ballast Chokes and all standard accessories. Makes: Wipro / G.E. / Phillips / Crompton /Bajaj/Havells/HPL/Halonix	EA	25		
TOTAL ESTIMATED CONTRACT COST INCLUDING ALL TAXES BUT EXCLUDING GST (Rs.), I					
GST AMOUNT PAYABLE EXTRA ON TOTAL ESTIMATED CONTRACT PRICE (Rs.), II					
TOTAL EVALUATED CONTRACT COST INCLUDING ALL TAXES & GST (Rs.), III = I+II					
GST RATES CONSIDERED BY BIDDER IN ESTIMATED CONTRACT PRICE				IGST :	
				CGST :	
				SGST :	
SAC Code:					

**Note:** Comparison of techno-commercially acceptable offers will be done on Total evaluated contract cost, i.e. 'III' in above

**END OF SECTION-V**



## **SECTION –VI**

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

#### **1.0 BID EVALUATION CRITERIA:**

**1.1** The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case 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 mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Bid.

#### **1.2 Technical:**

**1.2.1** The bidder should have experience of at least one SIMILAR WORK of minimum value **Rs 27.33 Lakhs** in previous 7 (seven) years to be reckoned from the original bid closing date.

Similar work means Miscellaneous Civil and Electrical works for renovation / construction of Multistoried office building/ multistoried housing complex etc.

#### **Notes to BEC Clause 1.2.1 above:**

- A.** For proof of work experience of similar work the following documents must be submitted along with the bid –
- (i) Photocopy of contract document or work order documents showing details of work.
- AND
- (ii) Certificate issued by the organization to which SIMILAR WORK was / is being rendered in previous 7 (seven) years reckoned from the original bid closing date, showing:
    - a. Gross value of the job done,
    - b. Nature of Job done, and
    - c. Time period covering the duration as per NIT.
- B.** 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 into consideration provided that the bidder has submitted satisfactory service execution certificate issued by end user.
- C.** SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

**1.3 Financial:**

**1.3.1** Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **Rs 16.40 Lakhs**

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

**Notes to BEC Clause 1.3 above:**

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

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

OR

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

II. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months 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 **2019-20** has actually not been audited so far'.

III. 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.

**1.4** Bidders are required to quote for all the items as per Bidding Format (SECTION-V), otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.

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

**1.6** 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. 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.

- 1.7 Commercial evaluation of bids will be done on the basis of **Grand total value including all Taxes and GST** and contract will be awarded to the lowest bidder evaluated as per bidding format.
- 1.8 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.
- 1.8.1 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- 1.8.2 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 1.9 Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to L-1 bidder. 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.
- 1.10 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.
- 1.11 **Purchase Preference to Micro and Small Enterprises (Public Procurement Policy for MSEs – Order 2012):**
  - 1.11.1 Purchase Preferences are allowed as per Government Guidelines in Vogue and Purchase Preferences under PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender)
- 2.0 **BID REJECTION CRITERIA (BRC):**
  - 2.1 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Bidding Format” of Bid Document, otherwise the Bid will be summarily rejected.
  - 2.2 The bidder should quote for all the items mentioned in the Bidding Format, failing which their offer will be rejected.
  - 2.3 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
  - 2.4 Bid Security in Original (except those exempted) shall be furnished as a part of the Technical Bid. A scanned copy of the bid security shall however be uploaded in OIL’s E-

Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

**Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 120 days from the scheduled bid closing date.

- 2.5** The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 2.6** The Bids and all uploaded documents must be digitally signed using **Class 3 digital (encryption enabled) certificate with Organizations Name** (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] before the scheduled date and time for the tender closing.

**All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.**

- 2.7** Any bid received in the form of Physical document/Fax/E-mail will not be accepted.
- 2.8** Bids with shorter validity(less than 90 days) will be rejected as being non-responsive.
- 2.8.1** Any physical documents submitted by bidders, as per the tender requirement, 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(s) who has/have digitally signed the Bid.
- 2.9** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.10** There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.
- Performance Security Clause
  - Tax Liability Clause
  - Force Majeure Clause
  - Termination Clause
  - Arbitration Clause
  - Liquidated Damage Clause
  - Acceptance of Jurisdiction and Applicable Law

**3.0 GENERAL:**

- 3.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
- 3.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the 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.
- 3.3** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 3.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s). The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**END OF SECTION –VI**

**PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES  
(MSES)**

Government of India, vide Gazette of India no.503 dated 26.03.2012 introduced the Public Procurement Policy with effect from 01.04.2012 advising all Central Ministries/Departments/CPSUs to procure minimum 20% of their annual procurement value of goods & services from Micro & Small Enterprises (MSEs) for promotion and development of Micro and Small Enterprises. While provisioning the following three benefits under PPP against procurement from Micro & Small Enterprises, Govt. of India had earmarked a sub-target of 20 % ( i.e. 4% out of 20%) for procurement from MSEs owned by SC/ST Entrepreneurs.

- i. Exemption of Tender fee
- ii. Exemption of Bid Security/ EMD
- iii. Purchase Preference to MSEs: In any tendering process, participating MSEs quoting price within the price band of L1 +15 % shall be allowed to supply atleast 20 % of total tender requirement, subject to matching their prices with L1 price of the bidder who is other than MSE.

Subsequently, the Ministry of MSME vide amendment dated 09.11.2018 notified that throughout the PPP for MSEs order, 2012, for the figures and word “20 percent”, wherever they occur, the figures and words “25 percent” shall be substituted. Moreover, in addition to sub-target earmarked for procurement from MSEs owned by SC/ST entrepreneurs, another 3% from within the 25% target has been earmarked for procurement from MSEs owned by women entrepreneurs.

In accordance with the provisions of the said policy, OIL has implemented following policy on procurement of goods and services:

- i. Exemption of Tender Fee & Bid Security/EMD for MSE Vendors irrespective of their product category & capacity, subject to submission of valid MSME registration certificate issued by appropriate authority.
- ii. To extend Purchase Preference of 15% ( fifteen percent) to the eligible MSE Bidder ( **i.e. Manufacturer of tendered good for procurement and service provider who is capable of rendering the tendered services by themselves**) over non-MSE L1 Bidder and award PO/ Contract for full tender quantity on such MSE bidder, subject to matching their quoted rates/ cost with non-MSE L1 bidder.

- iii. In case of more than one such MSE qualifying for 15% purchase preference, the Contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- iv. The MSEs owned by SC/ST entrepreneurs shall mean:
  - a) In case of Proprietary MSE, proprietor(s) shall be SC/ST
  - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
  - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- v. Documents Required to be submitted by MSEs:

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30<sup>st</sup> June,2020 shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.

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

- i. Udyam Registration Number with Udyam Registration Certificate. OR
- ii. Proof of registration 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 Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

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

However, if the bidders do not submit the valid registration certificate issued by appropriate authorities along with their bids (Technical), the bidders will not be entitled for the exemption and any preference admissible in the Public Procurement Policy (PPP), 2012.

**POLICY ON STARTUP AND MSE VENDORS**

**(OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES)**

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification] /MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC) / Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor. The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications. In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup /MSE.

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### **GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES**

1. 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 all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating

the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. 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 of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. 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.
10. 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.
11. 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. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
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.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
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.

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**ANNEXURE-III**

Format of undertaking by Bidders towards submission of authentic information/documents  
(To be typed on the letter head of the bidder)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information / documents submitted**

**Ref:** Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_

To,  
The General Manager (HSE&A)  
Oil India Limited  
BHUBANESWAR

**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 Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as “The Principal”  
and  
----- hereinafter referred to as “The Bidder/Contractor”

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for services under Tender No. **CBI5050P21**. 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 and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract 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:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the 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.
2. 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 or the contract execution.
3. 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 its Vigilance Office and in addition can initiate disciplinary actions.

## **Section: 2 -Commitments of the Bidder/Contractor**

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor 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 the execution of the contract.

2. The Bidder/Contractor 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.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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.

4. The Bidder/Contractor 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.

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

(3) The Bidder/Contractor 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 credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor 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/Contractor 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 3 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/Contractor 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 till the final completion of the contract **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 the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor 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 or the contract, if already awarded, can be terminated 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 and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor 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 external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
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 Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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 Contractor. The parties offer to 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 / contractor 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.

### **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, i.e. New Delhi. 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 the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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 intentions.

D. MISHRA  
SR. OFFICER (C&P)  
(For the Principal)  
Place: Bhubaneswar  
Date: 08.09.2020

(for the Bidder/Contractor)  
Witness 1 : .....  
Witness 2 : .....

**PROFORMA-I****STATEMENT OF NON-COMPLIANCE**

(Only exceptions/deviations pertaining to the terms and conditions stipulated in this tender other than Bid Rejection Criteria, to be rendered)

<b>SECTION (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**(Authorised Signatory)**

**Name of the bidder**\_\_\_\_\_

**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 technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**PROFORMA-II**

**FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder)\_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Bay Exploration Project, IDCO Tower (3<sup>rd</sup> Floor), Janpath, Bhubaneswar - 751 022 (hereinafter called the Company)'s Tender No. CBI5050P21.

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "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 common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of their Bid by the Company during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (3) if the Bidder furnish fraudulent document / information in their bid.

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

This guarantee will remain in force up-to and including the date upto .....\*\* (date of expiry of bank guarantee should be minimum 120 days from scheduled Bid Closing Date) any demands in respect thereof should not reach the bank not later than the above date.

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

TENDER NO: CBI5050P21

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:

DATE:

SIGNATURE & SEAL OF THE GUARANTOR

DESIGNATION

NAME & ADDRESS OF BANK

\* **The bank should insert the amount of guarantee in words and figures**

\*\* **Date of expiry of bank guarantee should be minimum 150 days from scheduled Bid Closing Date**

**PROFORMA-III**

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

**(To be furnished by the contractor in case of submitting performance security in the form of bank Guarantee after issue of LOA)**

To : Oil India Limited,  
3<sup>rd</sup> Floor, IDCO Tower, Bhubaneswar

WHEREAS (Name and address of Contractor) \_\_\_\_\_  
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_  
dated \_\_\_\_\_ 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called "the Bank") have agreed to give the Contractor such a Bank Guarantee.

NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) \_\_\_\_\_ (in words) \_\_\_\_\_ such sum 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 the 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 modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the 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:

TENDER NO: CBI5050P21

B. Controlling Office:

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

SIGNATURE & SEAL OF THE GUARANTOR

Designation  
Name of Bank  
Address

**NOTE: Bidders are NOT required to complete this form while submitting the Bid.**

\*\*\*\*\*

**PROFORMA-IV**

**SAMPLE FORM OF CONTRACT**

THIS Contract is made on the ..... day of..... 2020, between (Name of Company)-  
\_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, hereinafter called  
"the Company", of the one part and (Name of Contractor) \_\_\_\_\_  
(hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)\_\_\_\_\_ and has, by Letter of acceptance dated (Date of Letter of Acceptance)\_\_\_\_\_, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) This form of Agreement
  - b) Letter of Acceptance by the Contractor
  - c) The Letter of Award
  - d) The Scope of Service
  - e) The Schedule of Rates
  - f) The Special Conditions of Contract
  - g) Technical Specifications
  - h) The General Conditions of Contract
  - i) Other Documents
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

By the said Name\_\_\_\_\_

On behalf of the Contractor  
in the presence of:

**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 ..... (Name of the Bidder) for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)
2017-18		
2018-19		
2019-20		

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

**UDIN (Unique Document Identification Number) :**

Signature



**COMMERCIAL CHECK LIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Composite Bid System?	Yes/ No
2.0	Whether exempted from submission of Bid Security? (To provide details if exempted)	Yes/ No
3.0	If NO to 2.0 above, and Bid Security submitted in the form of Bank Guarantee(BG), whether ORIGINAL BG(not copy of BG) has been Sent separately? If YES, provide details	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Security:	
4.0	Whether quoted offer validity of 90 days from the date of closing of tender?	Yes/ No
5.0	Whether all BRC/BEC clauses accepted?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
9.0	Whether agreed to submit Performance Security Deposit within 15 days of the issue of Letter of Award ?	Yes/ No
10.0	Whether Undertaking of authenticity of information/documents uploaded Along with technical bid ?	Yes/No.
11.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
11.1	Whether quoted any deviation?	Yes/ No
11.2	Whether deviation separately highlighted?	Yes/ No
12.0	Whether Integrity Pact submitted?	Yes/No

Offer ref ..... Dated .....

**PROFORMA-VII**

**LETTER OF AUTHORITY**

TO  
**General Manager (HSE&A)**  
Oil India Limited  
IDCO Towers (3<sup>rd</sup> Floor), Janpath,  
Bhubaneswar - 751 022

Sir,

**Sub: OIL's Tender No. CBI5050P21**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender No. \_\_\_\_\_ for \_\_\_\_\_.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**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. If signed by a consortium, it shall be signed by members of the consortium.

TENDER NO: CBI5050P21

**PROFORMA-VIII**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To  
Oil India Limited  
IDCO Towers (3<sup>rd</sup> Floor), Janpath,  
Bhubaneswar - 751 022

Sir,

**Sub: OIL's TENDER No. CBI5050P21**

I / We \_\_\_\_\_ confirm that Mr./ Ms. \_\_\_\_\_ (Name and address)  
as authorised to represent us during bid opening on our behalf with you against Tender Invitation  
No. ....for

Yours Faithfully,

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**PROFORMA-IX**

**[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: