



OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST -
DIBRUGARH
ASSAM, INDIA, PIN-786602

CONTRACTS DEPARTMENT
TEL: 0374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: 0374-2803549

FORWARDING LETTER

Sub: WORKS CONTRACTS IFB No. CDI0105P23 – Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation& commissioning of furniture & electronics items in the New Fire Station Building at Oil India Limited, Duliajan, Assam.

Dear Sir(S),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under **OPEN E-TENDER SINGLE-STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for ‘**Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation& commissioning of furniture & electronics items in the New Fire Station Building at Oil India Limited, Duliajan, Assam**’. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDI0105P23
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single-Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.

(vii)	Bid Opening Place	:	Office of GM-Contracts(HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	120 days from date of Bid Closing. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	Fifteen (15) days from date issue of Mobilization Notice after issuance of LoA. Note: The Contractor shall report to Field Engineering Department within 15 days from date of issue of Mobilization Notice for a Kick-off Meeting for obtaining necessary information and instructions for commencement of work. Date of Kick Off Meeting shall be deemed as completion of mobilization.
(x)	Bid Security/EMD Amount	:	NIL. Refer Clause No. 9.0 of Instruction to Bidder (ITB)
(xi)	Bid Security/EMD Validity	:	NOT APPLICABLE
(xii)	Original Bid Security to be submitted	:	NOT APPLICABLE
(xiii)	Amount of Performance Security	:	3% of Contract value. Refer Clause No. 24.0 of Instruction to Bidder (ITB)
(xiv)	Validity of Performance Security	:	03 (Three) Months beyond contract period/duration and applicable warranty/ guarantee/ defect liability period.
(xv)	Location of job		Duliajan, Assam
(xvi)	Duration of the Contract	:	The duration of the contract shall be for a period of Three (03) months considered from the scheduled mobilization date i.e. 15 days from issue of Mobilization Notice after issuance of LoA. Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed within

			the scheduled mobilization date mentioned in the LOA, then the duration of the contract shall be considered from the date of completion of actual mobilization.
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Clause No. 30 of General Conditions of Contract (GCC) and Clause No. 15.0 of Special Condition of Contract (SCC).
(xviii)	Bids to be addressed to	:	GM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

Note: The bidder has to study the Tender and quote for the total solution of works in all respect. Detailed SOQ in line with the Tender requirements has to be complied by the bidder. The successful bidder shall have the entire responsibility to complete the works as mentioned under the contract. The bidder may carry out pre site survey/visit at his own cost before bidding for the tender.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

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

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

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

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

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

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

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

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

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

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

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

3.4 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at **URL:** <http://oil-india.com/pdf/ETenderNotification.pdf>). **NOT APPLICABLE FOR THIS TENDER.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.0 SCREEN SHOTS

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadl 09 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Che
The table does not contain any data						

Go to this Tab **“Notes and Attachments”** for Uploading **“Price Bid”**

Go to this Tab **“Technical Attachment”** for Uploading **“Technical Bid”**.

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

Note:

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

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

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

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, the form displays: **RFX Response Number** 60038748, **RFX Number** 1396, **RFX Owner** BHARALI, and **Total Value** 0.00 INR. The main section has tabs for **RFX Information**, **Items**, and **Notes and Attachments**. Under **RFX Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. The **Event Parameters** section contains three fields: **Currency:** (dropdown menu showing 'Indian Rupee'), **Detailed Price Information:** (dropdown menu showing 'No Price'), and **Terms of Payment:** (checkbox). Below these is the **Total Bid Value:** field, which is highlighted with a red box. Three callout boxes provide instructions: 1. 'Bidder to select the currency of the Response' points to the Currency dropdown. 2. '"Total Bid Value" is mandatory in "No Price" RFX' points to the Detailed Price Information dropdown. 3. '"Total Bid Value" considering all the taxes & duties.' points to the Total Bid Value field.

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

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

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

12.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under **Clause 2.0 (xiii)** above and as indicated under **Para 24.0 of ITB / 10.0 of GCC** before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bidder shall be suspended for a period of two (02) years. This suspension of two years shall be automatic without conducting any enquiry.

14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning

Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX**.

15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

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

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

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

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(RITURAJ SARMAH)
Sr. MANAGER-CONTRACTS (S)
For GM-CONTRACTS(HoD)
For RESIDENT CHIEF EXECUTIVE

Date: 06.04.2022

INSTRUCTIONS TO BIDDERS**1.0 ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA – BID REJECTION CRITERIA (BEC-BRC) of the tender document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BID DOCUMENTS:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- i. A Tender Forwarding Letter.
 - ii. Instructions to Bidders (ITB)
 - iii. Bid Evaluation Criteria - Bid Rejection Criteria (BEC-BRC)
 - iv. General Conditions of Contract (GCC): PART-I
 - v. Schedule of Rate (SOR): PART-II
 - vi. Special Conditions of Contract (SCC) & : PART-III
 - vii. Schedule of Company's Plants, Materials and Equipment (SCPME): PART-IV **[Not applicable for this Tender]**
 - viii. Safety Measures (SM): PART-V
 - ix. Integrity Pact (IP): PART-VI
 - x. Bid Form: PROFORMA-I
 - xi. Statement of Non-Compliance: PROFORMA-II
 - xii. Authorisation for Attending Bid Opening: PROFORMA-III
 - xiii. PROFORMA of Letter of Authority: PROFORMA-IV
 - xiv. Bid Security Declaration-PROFORMA-V
 - xv. PROFORMA for E-Remittance: PROFORMA-VI
 - xvi. Format of Performance Security: PROFORMA-VII
 - xvii. Agreement Form: PROFORMA-VIII
 - xviii. Format of undertaking by Bidders towards submission of authentic information / documents: PROFORMA-IX
 - xix. Certificate of Compliance of Financial Criteria: PROFORMA-X
 - xx. Certificate of Annual Turnover & Net Worth: PROFORMA-XI
 - xxi. Undertaking by vendor on submission of bank guarantee: PROFORMA-XII
 - xxii. Format of BG towards Purchase Preference-Local Content: PROFORMA-XIII
 - xxiii. Undertaking For Local Content- PROFORMA-XIV
 - xxiv. Format For Hindrance Register: PROFORMA-XV
 - xxv. Declaration of offered Make & Model of Items: Proforma -XVI
 - xxvi. COMPLIANCE SHEET – Proforma XVII
 - xxvii. Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
 - xxviii. Technical Evaluation Sheet for BEC-BRC & others
 - xxix. Commercial check List
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 PREPARATION OF BIDS:

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's / Agent's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid: Bids are invited under **Two-Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:
- (A) Technical Bid (to be uploaded in "Technical Attachments" tab):
- a) Complete technical details of the services offered.
 - b) Documentary evidence established in accordance with Clause No. 8.0.

- c) Bid Security Declaration as **PROFORMA-V** in accordance with Clause No. 9.0 hereunder.
- d) Bid Form as per **PROFORMA-I**.
- e) Statement of Non-compliance as per **PROFORMA-II**.
- f) Integrity Pact, digitally signed by OIL's competent personnel as PART-VI.
- g) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
- h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

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

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

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

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

7.0 BID PRICE:

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

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

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

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

9.0 BID SECURITY

The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Security Declaration" (**PROFORMA-V**). Any bid not secured in accordance with **PROFORMA-V** above shall be rejected by the Company as non-responsive.

10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: **NOT APPLICABLE.**

11.0 PERIOD OF VALIDITY OF BIDS

- 11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Bid Closing Date.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12.0 SIGNING & SUBMISSION OF BIDS:**12.1 Signing of bids:**

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

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

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

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

- 12.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The Letter of Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has / have digitally signed the Bid.
- 12.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

12.2 Submission of bids:

The tender is processed under **Two-Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter".

The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as ‘Attachment’ under “Notes & Attachments” Tab. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
 - b) Any other document required to be submitted in original as per bid document.
- Documents sent through E-mail / Fax / Telephonic method will not be considered.

- 12.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per PROFORMA-II of the bid document and the same should be uploaded along with the Technical Bid.
- 12.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.
- 12.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

13.0 DEADLINE FOR SUBMISSION OF BIDS:

- 13.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 13.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has /

have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

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

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

17.0 BID OPENING AND EVALUATION:

- 17.1 Company will open the Bids, including submission made pursuant to Clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 17.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 17.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 17.4 Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 17.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.
- 17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance

of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 17.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 17.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

18.0 OPENING OF PRICED BIDS:

- 18.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 18.2 In case of two-bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.
- 18.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 18.4 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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

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

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

20.0 CONTACTING THE COMPANY:

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

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

21.0 AWARD OF CONTRACT:

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

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

23.0 NOTIFICATION OF AWARD:

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

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

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

24.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).

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

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

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

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

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh

d	Bank Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

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

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

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

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

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

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

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

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

Bank Details of Beneficiary		
A	Bank Name	HDFC BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
H	SWIFT Code	HDFCINBBAL

24.4 This Performance Security must be valid for **90 (Ninety) days** after the date of expiry of the contract period / defect liability period (if any). In the event of contract being extended

within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

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

25.0 SIGNING OF CONTRACT:

- 25.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 25.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. In case the Bidder fails to sign the contract or submit the Performance Security within the stipulated time as defined in the tender document, Oil India Limited will suspend the Bidder for a period of two years without conducting any enquiry.

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

27.0 MOBILIZATION AND ADVANCE PAYMENT:

- 27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery / refund.
- 27.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 27.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

28.0 GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

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

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

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

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

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

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

28.9 OIL will prefer to deal with registered 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.

28.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy.

However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

- 28.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 28.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

29.0 INTEGRITY PACT:

- 29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PART-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 29.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 29.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract
- 29.4 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.),
E-mail ID: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail ID: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh,
E-Mail ID: Ops2020@rediffmail.com

30.0 LOCAL CONDITIONS:

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

information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

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

*****END OF ITB*****

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

BID EVALUATION CRITERIA (BEC):

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

1.0 ELIGIBILITY CRITERIA

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.12.0020 by - MoPNG (including subsequent amendments thereof, if any) shall be applicable.

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

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

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

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

2.0 TECHNICAL EVALUATION CRITERIA:

- 2.1 Experience: Bidder must have experience of executing at least one 'SIMILAR WORK' of minimum value ₹ 44,49,000.00 (Rupees Forty-Four Lakh and Forty-Nine Thousand) only in previous 07 (seven) years reckoned from the original bid closing date in PSUs / Central Government / State Government Organization / Public Limited Company.

Notes to BEC-BRC Clause No. 2.1

1. 'SIMILAR WORK' mentioned above means experience in "Successful completion of renovation and/or interior works comprising false ceiling/wall paneling works including electrical works and supply, installation & commissioning of associated facilities like audio-visual system/furniture".

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

A. Contract document showing details of work,

AND

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

The submitted document(s) must contain the following:

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

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

4. Following work experience will also be taken into consideration:

- (i) 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.
- (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
- (iii) If the prospective bidder has executed a contract in which similar work is a component of the contract.

- In case the document submitted as per Point No. 2 above, are not sufficient to establish the value/quantity/period of the similar work against Para 4 (i), (ii) & (iii) above the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of SIMILAR work which should be certified by the end user or a certificate issued by a practicing Chartered/ Cost Accountant Firm (with Membership Number & Firm Registration Number).

5. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

2.2 The Bidder or it's sub-contractor should have valid Electrical Contractor's License issued or recognized by Govt. of Assam. Necessary documents [self-attested by the bidder and sub-contractor (if applicable)] in this regard should be submitted along with the bid.

Note to BEC-BRC Clause No. 2.2

In case the bidder engages sub-contractor for carrying out the electrical jobs then undertaking from the sub-contractor expressing his/her/their willingness to carry out the electrical jobs under the bidder must also be submitted along with the bid.

3.0 FINANCIAL EVALUATION CRITERIA

- 3.1 Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 53,48,100.00** (Rupees Fifty-Three Lakh Forty-Eight Thousand and One Hundred).

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

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

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

Notes to BEC Clause No. 3.0

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

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

Or

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

*Note:

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

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

3. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para **1** and **2** above.

4.0 COMMERCIAL EVALUATION CRITERIA

- 4.1 Bids are to be submitted under Single-Stage Two-Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the Price Bid should contain the quoted price.
- 4.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected.
- 4.3 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Securing Declaration” (Proforma-V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.4 Bid Documents / User Id & Password for OIL’s E-Tender portal are not transferable.
- 4.5 Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.
- 4.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 4.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 4.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 4.9 Bids are invited under **Single-Stage Two-Bid System**. Bidders must submit both “Technical” and “Price” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under “Technical Attachment” Tab and the Priced Bid as per the **PRICE BID FORMAT attached under “Notes and Attachments”**.
- 4.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
 - (ii) Bid Securing Declaration
 - (iii) Period of validity of Bid
 - (iv) Price Schedule
 - (v) Performance Bank Guarantee / Security deposit

- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

4.11 There should not be any indication of price in the Un-Priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

4.12 Bid received with validity of offer less than **120 (One Hundred Twenty) days** from Bid Closing Date.

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

5.0 PRICE EVALUATION CRITERIA:

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

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

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

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

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

5.6 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.

- 5.7 The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.
- 5.8 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 5.9 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 5.10 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 5.11 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

6.0 GENERAL:

- 6.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 6.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 6.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 6.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

7.0 PURCHASE PREFERENCE CLAUSE:

PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):

Purchase preference policy-linked with Local Content (PP-LC) notified vide letter No. FP20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be

applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification No. FP20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

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

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

*****End of BEC-BRC*****

PART-I**GENERAL CONDITIONS OF CONTRACT (GCC)****1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY / OIL / Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative / Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value:

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

behalf for operation of the contract.

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY

including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

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

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

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any

printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK / CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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

- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

- 7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3** Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

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

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

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

CONTRACTOR.

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

8.2 CONTRACTOR's representative:

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

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

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

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

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

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

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

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

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

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of

Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque* / NEFT / RTGS / Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

OR

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

OR

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

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

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

Full address

Branch Code

Code Nos. of the authorized signatory with full name and designation.

Phone Nos.

Fax Nos.

E-mail address.

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

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

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

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

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

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

or extended validity.

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

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

- 12.1 Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.
- 12.2 Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.
- 12.3 Taxes:**
- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this

purpose and to comply in all respects with the requirements of the laws in this regard, in time.

- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
 - ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
 - iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original

Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

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

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

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

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

- 12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8** Claim for payment of GST / Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10** The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

- 12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2** In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1** CONTRACTOR shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

- 14.1** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of

any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.

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

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

14.5 Certificate of Insurance:

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

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

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.

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

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

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including

extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

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

- i) **Workman Compensation and / Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees,

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

- 15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to

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

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business

interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORS.

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry

practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

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

24.0 SUBCONTRACTING / ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

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

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

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

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

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.

- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

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

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

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

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

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

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

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties / taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
 - i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
 - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

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

34.0 APPLICABLE LAWS:

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

Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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

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

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

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.

- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours / personnel to be engaged under the contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

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

37.2 It will be entirely the responsibility of the Contractor/his

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

- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

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

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

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

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased / decreased cost of the works under the CONTRACT through increased / decreased liability of taxes and / or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY / CONTRACTOR as

applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes / duties are disputed by COMPANY / CONTRACTOR.

- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

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

40.0 SEVERABILITY:

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

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

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

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

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

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

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

- 4) The number of arbitrators and the appointing authority will be as under:

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

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

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

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

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

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

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

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

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

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

12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

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

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach

thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt

for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

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

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

42.5 Exclusions

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

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

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

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

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

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

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

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

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

44.8 Termination for delay in mobilization: CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the

specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

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

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

Item No.	Description of Services	UOM	Estimated Quantity
A	Conference Room		
10	Service Table	No.	1.00
20	Wall Display cum Cabinet	LS	1.00
30	U Shaped Centre Conference Table	No.	1.00
40	Side Conference Table	No.	2.00
50	Chair for Participant	No.	40.00
60	Chair for Coordinator	No.	2.00
70	False Ceiling Works	SQMT	106.00
80	Acoustic Wall Panelling & Lighting	SQMT	120.00
90	Wall Niche Designer	LS	1.00
100	Podium Wooden	No.	1.00
110	White Board	No.	2.00
B	CGM/ HOD Room		
120	File Cabinet cum Display Unit	No.	1.00
130	CGM Table	No.	1.00
140	Revolving Chair	No.	1.00
150	Visitor Chair	No.	10.00
160	Pinup Board	SQFT	32.00
170	Wall Panelling	SQFT	200.00
180	LED TV	No.	1.00
190	Award Display Shelve along With TV Shelf	LS	1.00
200	False Ceiling (Designer)	SQFT	504.00
C	Senior Executive Rooms		
210	Workstation Table	No.	4.00
220	Revolving Chair	No.	4.00
230	Visitor's Chair	No.	12.00
240	Pinup Board	SQFT	192.00
250	Filing Cabinet	No.	4.00
D	Library Room		
260	Office Desk cum Reading Table	No.	1.00
270	Visitor's Chair	No.	12.00
280	File/Books Cabinet	No.	2.00
E	Clerk's Room		
290	File Cabinet	LS	1.00
F	Tea Room/Pantry		
300	Cabinet (Modular)	LS	1.00
310	4 Seater Table	No.	1.00
G	Waiting Area		
320	Sofa 3 Seater	No.	1.00
330	Sofa 2 Seater	No.	2.00
340	Centre Table	No.	1.00

350	Partition for Waiting Area	LS	1.00
H	Fire Control Room		
360	Working Table	No.	1.00
370	Customized Table for Telephone & Walkie-Talkie	LS	1.00
380	File Cabinet Type L Type	No.	1.00
390	Pin Up Board	SQFT	32.00
I	Audio Visual System for Conference Room		
400	Controller with Digital Acoustic Feedback Suppressor	No.	1.00
410	Digital Discussion System with DAFS and Recorder	No.	17.00
420	Mixer Amplifier	No.	1.00
430	Handheld Wireless Microphone	No.	2.00
440	Premium Wall Speaker	No.	8.00
450	Accessories for Audio System	LS	1.00
460	4x4 HDMI Matrix Switch	No.	1.00
470	Audio De-embedder	No.	1.00
480	Accessories for Video System	LS	1.00
490	UHD Display	No.	1.00
500	Video Conferencing Solution	No.	1.00
510	Laptop	No.	1.00
J	Other Miscellaneous Works/Items		
520	Supply, Installation, Testing and Commissioning of LED 2x2 Luminaires	No.	18.00
530	Supplying & Fixing of Call Bell	No.	5.00
540	Supply, Installation, Testing & Commissioning of Audio Visual Alarm Integrated with Fire Call Telephone	No.	3.00
550	Tray Light	No.	10.00
560	COV Lights 12 Watt	No.	20.00
570	Supply, Installation, Testing & Commissioning of Fire Siren	No.	3.00
580	PA System for Control Room	No.	1.00
590	Flush Door with Glass & Partition	SQFT	140.00
600	Blinds Vertical	SQMT	82.00
610	Blinds Roller	SQMT	50.00
620	Name Plate for Executive Rooms	No.	50.00
630	Name Plate for Department	LS	1.00

Notes:

1. The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab.
2. Tenure of Agreement: The duration of the contract shall be for a period of Three (03) months considered from the scheduled mobilization date i.e. 15 days from issue of Mobilization Notice after issuance of LoA. Accordingly, the

scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed within the scheduled mobilization date mentioned in the LOA, then the duration of the contract shall be considered from the date of completion of actual mobilization.

3. Mobilisation Period: **Fifteen (15) days** from date issue of Mobilization Notice after issuance of LoA.

Note: The Contractor shall report to Field Engineering Department within **15 days** from date of issue of Mobilization Notice for a **Kick-off Meeting** for obtaining necessary information and instructions for commencement of work. Date of Kick Off Meeting shall be deemed as completion of mobilization.

4. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.

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

1.0 INTRODUCTION

This service contract is for Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation & commissioning of furniture & electronics items in the new Fire Station Building at Duliajan, Assam.

2.0 DEFINITIONS

Definitions and conditions governing the services in this contract, unless the context otherwise requires.

- 2.1 **Agreement** means this service agreement.
- 2.2 **Company's Engineer** means Chief General Manager (Fire Service) or officer deputed by Chief General Manager (Fire Service) or authorised company representative.
- 2.3 **"Inspection"** means initial/periodic inspection carried out by the Company's Engineer to ascertain that the job is being executed as per the contract terms & condition.
- 2.4 **"Licence and Permits"** means any requirement of statutory Licence & permit (if applicable) shall be completed by the Contractor to the satisfaction of the Company and the same shall be available to produce before the Company or statutory officials as and when asked for it.
- 2.5 **"Statutory Acts"** means all the State and Central Government statutes and regulations applicable as may be in force from time to time and shall particularly include but not be limited to the following:
- a) The Contract Labour (Regulations & Abolition) Act, 1970, and the rules framed there under.
 - b) The Minimum Wages Act, 1948,
 - c) The Employees Provident Fund & Miscellaneous Act, 1952,
 - d) The Workmen Compensation Act, 1923 &
 - e) Industrial Disputes Act, 1947
 - f) Industrial Employment (Standing Order Act, 1946)
 - g) Inter-State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
 - h) Payment of Wages Act, 1936.
 - i) GST Act
 - j) CEA regulations, 2010 and related electrical standards
 - k) National Building Code-2016

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

Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

The Contractor shall be solely responsible for compliance with all statutory acts at all times during the tenure of the service Agreement.

3.0 SCOPE OF WORK

- 3.1 This specification covers the details for Hiring of Services for carrying out of and Interior works of Conference Room, HoD Room, Control Room, Executives Room etc. including supply, installation & commissioning of furniture & electronics items including audio visual system of conference room in the new Fire Station Building at Duliajan, Assam as per minimum specifications elaborated in this Tender.
- 3.2 The proposed Internal Layout Drawing/ Floor Plan is enclosed as Annexure-II. The contractor should note that the proposed plan is only tentative and the final work may vary depending on the site conditions/suitability at the time of execution of the job as directed / approved by OIL.
- 3.3 The detailed Layout/Drawings shall be submitted by contractor after placement of order for approval by OIL before execution of job.
- 3.4 All materials, manpower, tools, equipment and consumables shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job.
- 3.5 For any job as detailed in the Contract Agreement if any specific drawing/layout is required, the contractor has to make arrangement at his own cost to provide the same within 03 (three) days for approval of OIL, necessary changes/suggestions in the drawings as deemed fit by OIL is to be made by the contractor. No extra cost will be paid to the contractor on this account.
- 3.6 All furniture viz. Conference Table, Tables, Modular cabinets etc. may be made on-site for our customized requirement.

4.0 Interior Works including supply, Installation and Commissioning: The scope for interior work in this TENDER is for New Fire Station Building in all aspects. The interior work includes but not limited to the following:

- i) Interior works of Conference Room.
- ii) Interior works of CGM/HoD Room.
- iii) Interior works of Executives Rooms.
- iv) Interior works of Library Room.
- v) Interior works of Clerks Room.
- vi) Interior works of Tea Room/Pantry.
- vii) Interior works of Waiting Area.
- viii) Interior works of Fire Control Room.
- ix) Audio Visual System of Conference Room.
- x) Other Miscellaneous works.

Note: Detailed specification as mentioned in the Annexure-III must be complied.

5.0 Project Execution:

- 5.1 **Pre-installation Activities:** Pre-installation activities shall include, various permits, clearances/ approvals required before commencement of activities. Contractor has to arrange all the jobs associated with the installation and commissioning of the systems required in connection with the project as per scope of work. Following shall be part of the Pre-installation activities wherever they are applicable for this project.
- 5.2 **Permission from Statutory Agencies:** Liasoning with local authorities (State/Labour Dept/Fire & Emergency Services) for obtaining necessary permissions /clearance (if any) for taking up installation activities, if required.
- 5.3 **Mobilization of Man and Material at Site for Installation:** Before receipt of material at site, the contractor shall mobilize personnel and site execution team(s) at site to make necessary arrangements for obtaining local clearances to start the site works, establishing site offices, arrangement for storage of materials received on delivery at site etc.
- 5.4 **Project Milestone:**

Code	Milestone	Description	Timeframe
MS00	Activity-0	Project Preliminary meeting	15 Days from the date of receipt of LOA
MS01	Activity-I	Completion of interior works of Conference Room.	The entire job to be completed within 12 weeks after completion of Activity-0
MS02	Activity-II	Completion of interior works of CGM/HoD Room.	The entire job to be completed within 12 weeks after completion of Activity-0
MS03	Activity-III	Completion of Interior works of Executives Rooms.	The entire job to be completed within 12 weeks after completion of Activity-0
MS04	Activity-IV	Completion of Interior works of Library Room.	The entire job to be completed within 12 weeks after completion of Activity-0
MS05	Activity-V	Completion of Interior works of Clerks Room.	The entire job to be completed within 12 weeks after completion of Activity-0
MS06	Activity-VI	Completion of Interior works of Tea Room.	The entire job to be completed within 12 weeks after completion of Activity-0
MS07	Activity-VII	Completion of Interior works of Waiting Area.	The entire job to be completed within 12 weeks after completion of Activity-0
MS08	Activity-VIII	Completion of Interior works of Fire Control Room.	The entire job to be completed within 12 weeks after completion of Activity-0
MS09	Activity-IX	Completion of Interior works of Audio visual System of Conference room.	The entire job to be completed within 12 weeks after completion of Activity-0

Code	Milestone	Description	Timeframe
MS10	Activity-X	Completion of other Miscellaneous works.	The entire job to be completed within 12 weeks after completion of Activity-0

It may be noted that project milestone from Activity-I to Activity-X may not be essentially executed sequentially and thus, based on feasibility, these activities may be carried out in parallel.

6.0 Special Terms & Conditions:

6.1 **Delivery Terms:** Delivery of items should conform to the activities defined under project milestone (Clause No 5.4). Delivery of equipment and other materials to site i.e. including transportation, transit storage, if required shall be at the cost and responsibility of the Contractor. Also, the Contractor shall make necessary arrangement for handling and lifting of the materials at site. The material shall be under the custody of the contractor at site till completion of works, within the premises of OIL.

6.2 Installation & Commissioning Terms:

- i) Contractor will be responsible for carrying out all the interior works as per SOQ and detailed specification mentioned in Annexure-III as a part of installation and commissioning. Since the project will be a turnkey project contractor has to complete the work as a whole and any other items needed for completing the work must be provided by the contractor.
- ii) Installation, commissioning and site hand over has to be completed within 12 weeks from date of completion of Activity-0 as mentioned in clause 5.4 Project Milestone.
- iii) Training to cleaners of OIL has to be provided by the contractor after completion of installation & commissioning.

7.0 General Requirement

- 7.1 **Contractor shall be solely responsible for providing all requirements to his personnel, including payment of wages & all allowances, PPEs etc. as mentioned in the contract.**
- 7.2 Contractor shall maintain additional inventory of the PPE at site to meet any emergency.
- 7.3 Jobs carried out by the contractor shall be inspected by Engineer In-charge or his representative. In case any non-conformance is observe, contractor will have to attend/rectify/repair the same at their own cost within stipulated time.
- 7.4 The Contractor shall arrange gate passes for all their personnel and all personnel shall display their passes when on duty to the any installation/plant security as and when asked for.
- 7.5 OIL will not be liable for any loss, theft or any other damage to the contractor's property in OIL premises including that of the contractor's employees or any third party personnel.

- 7.6 The Contractor shall provide at his own expenses, facilities like transport, boarding & lodging, medical etc. to all his employees, working under the Contract. All medical care, hospital treatment expenditure, etc. shall be the responsibility of the Contractor.
- 7.7 The Contractor will have to facilitate for a mess for the deployed manpower at site if required.
- 7.8 Contractor shall ensure that his personnel on duty will perform their assigned duties safely, effectively and efficiently.
- 7.9 OIL reserves the right to carry out any training, organize drills, inspections and/or checks if consider necessary or desirable at any point of time whatsoever.
- 7.10 No additional terms & conditions over and above the conditions mentioned in the contract shall be entertained.
- 7.11 The Company's Engineer shall have power to:
- (i) Order the Contractor to remove any inferior material(s) from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
 - (ii) Order the Contractor to remove or replace any workman/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel engaged by the Contractor shall be final and binding on the Contractor.
 - (iii) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - (iv) Order deviations in SOQ & Specification document of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
- 7.12 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities and items stipulated in (SOQ).

8.0 Special Terms and Conditions:

8.1 OIL's Scope of Supply:

- a. To arrange for all necessary administrative formalities like gate passes of team applicable for carrying out jobs in Fire Station, Duliajan.
- b. Provide Induction training to contractor's employee.
- c. To provide sufficient space for keeping of materials & equipment.

8.2 Contractor's Scope of Supply:

- a. The Contractor shall bear the cost of all Personal Protective Equipment (PPE) for all of their employees to be deployed for working. The list of minimum PPEs shall include the following items (but not limited to):
 - i) Safety Shoes as per IS-15298

ii) Safety Helmet as per IS-2925

The contractor shall ensure strict compliance of personnel protective equipment (PPE) by the workforce engaged by the contractor. In case of damage to PPE, the contractor shall provide a new PPE to his workforce at his own cost. The Contractor shall ensure that all necessary safety gears/PPEs are available with their employees and properly used while executing work.

b. Tools/Equipment/ Spares: The Contractor shall provide tools/equipment for the complete services. The Contractor shall ensure the availability of all the tools during whole contract period for the complete uninterrupted services.

8.3 **Insurance:**

- (i) The Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor during the currency of the contract.
- (ii) The Contractor shall extend all the benefits as applicable, under the Employees' State Insurance Act, 1948 and its Rules, to all personnel engaged by him under the Contract.
- (iii) The Contractor shall take suitable group personal accident insurance (under Employees' Compensation Act, 1923) cover for taking care of injury, damage or any other risks in respect of their personnel.

8.4 **Provident Fund:** The contractors whosoever is liable to be covered under the PF Act, must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various act mentioned elsewhere in the Agreement. If contractor found violating these provisions will render disqualification from any future tendering (GCC Clause). The Company also reserves the right to withhold the amount payable towards Provident Fund in case any complaint of violation of the above Act is received from Regional Provident Fund Commissioner.

8.5 **STATUTORY OBLIGATIONS:** The Contractor shall bear all other expenditure, which may be deemed necessary or required towards fulfilment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

9.0 **IMPORTANT NOTES**

- 9.1 Bidder must submit 'Compliance Sheet' as per Proforma-XVII of the Tender Document along with their technical bids explicitly mentioning compliance/ non-compliance to detailed NIT Specifications mentioned in Annexure-III of SCC of the tender document.
- 9.2 Bidders are required to identify the make & model of various items offered and confirm the availability of the same at the time of submission of bid as per format enclosed (**Proforma - XVI**) along with data sheets, specifications & necessary certifications from the OEMs / authorized dealers of the OEMs.

Notes to SCC Clause No. 9.2

- (i) The decision of OIL with respect to equivalency of the offered make/model with the desired make/model listed out in the tender will be final & binding on the bidder / contractor.
- (ii) In case make/model of an item, as declared by the bidder at the time of bidding, is unavailable on account of being out-of-production at the time of execution of

the job, then within 7 (seven) days from the date of issue of order by EIC regarding requirement of the item, bidder/contractor has to notify OIL regarding the same with necessary documentary proof and offer replacement make/model (with detailed specification sheet from the OEM/ authorized dealer of the OEM) without any cost escalation (if any) on account of increase in price. However, acceptance of such replacement make/model will solely be at the discretion of OIL/EIC

- 9.3 All furniture items except those fabricated at site are to be bought from the Original Equipment Manufacturer (OEM) / authorised dealer of OEM & must be of the same make for all the units of such items.

10.0 MOBILIZATION

- 10.1 **MOBILIZATION PERIOD: Fifteen (15) days** from date issue of Mobilization Notice after issuance of LoA.

- 10.2 **TERMS OF MOBILISATION:** The Contractor shall report to Fire Services Department, OIL, Duliajan-Assam, within fifteen **(15) days** from date of issue of Mobilization Notice for a **Kick-off Meeting** for obtaining necessary information and instructions for commencement of work. Date of Kick Off Meeting shall be deemed as completion of mobilization.

- 11.0 DURATION OF THE CONTRACT:** The duration of the contract shall be for a period of Three (03) months considered from the scheduled mobilization date i.e. 15 days from issue of Mobilization Notice after issuance of LoA. Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed within the scheduled mobilization date mentioned in the LOA, then the duration of the contract shall be considered from the date of completion of actual mobilization.

- 12.0 PERFORMANCE SECURITY:** 3.00 % of Contract Value.

- 13.0 FORCE MAJEURE:** In case of Force Majeure, no Force Majeure Rates shall be paid.

14.0 REMUNERATION & TERMS OF PAYMENT

- 14.1 The total estimated Contract Price as indicated in Schedule of work, quantities & rates - Part II of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in Part-II of this Contract.
- 14.2 Full Payment shall be made on issuance of Certificate by CGM-Fire Services or his authorized representative after successful completion of all activities as mentioned **under Clause Project Milestone.**
- 14.3 No advance payment will be made in any form.
- 14.4 No part payment will be made for part completion of job in any form.
- 14.5 All payment shall be made as per actual job done.
- 14.6 All Invoices are to be sent to the following address:

CGM (FIRE SERVICES)
Fire Services, Oil India Limited
P.O. Duliajan-786602, Dist. Dibrugarh, Assam

15.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS AND SERVICES:

In the event of the Contractor's default in timely completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

16.0 WARRANTY AND REMEDY OF DEFECTS

- 16.1 **Defects Liability Period:** Twelve (12) months from the date of completion of work. The Contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer In-Charge (EIC) which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by Contractor or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the EIC or in default, the EIC may carry out such works by other work and deduct actual cost incurred towards Labour, supervision and materials consumables or otherwise plus overheads from any sums that may then be or at any time thereafter, become due to the Contractor or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the work/equipment, is found defective and is rectified/replaced, the period of liability for such equipment/portion of work shall be operative from the date such rectification/replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only. Notwithstanding the above provisions the supplier's guarantees/warranties for the replaced equipment shall also be passed on to the Company.
- 16.2 In case an item has got a guarantee/warranty period, then the same is to be passed on to OIL. If such item fails before its guarantee period is over, then contractor has to rectify/replace it at his own cost. However, in case of critical items, if the guarantee/warranty period is beyond defect liability period, then guarantee/warranty shall applicable for that period also.
- 16.3 Standard accessories & warranty provided by the OEMs/ authorised dealer of OEMs for all items must be passed on to OIL. The warranty shall cover replacement of defective hardware. During the warranty period, any failed device shall have to be repaired / replaced with a new one within 72 hrs. of reporting the failure. Contractor shall be responsible for necessary configuration of the replacement device for proper operation of the device only through the authorised dealer / service agent of the OEM. In case of failure on the part of the contractor to rectify a reported problem within 72 hrs of reporting the problem, the tenure of the warranty will be extended on a pro-rata basis till rectification of fault, at no extra cost to OIL. Cost of visits by personnel from authorised dealer / service agent of the OEM for warranty-related work shall have to be borne by the contractor.

17.0 SUBCONTRACTING/ASSIGNMENT:

17.1 Contractor may sub-contract the following services subject to COMPANY's prior written approval. However, main Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

- (i) Electrical jobs
- (ii) Installation of Audio Visual & Video Conferencing System
- (iii) Acoustic wall panelling & False Ceiling

17.2 Additionally, sub-contracting of following Petty Support Services against this contract is applicable.

- (i) Hiring of transport / logistics services.
- (ii) Hiring of manpower services for cleaning, cooking and other jobs of manual nature (except for the main services)

18.0 AREA OF OPERATION

New Fire Station Building, Central Fire station at Field Headquarters, Oil India Limited, Duliajan, Dibrugarh, Assam, 786602.

19.0 HSE POLICY

Safety norms as mentioned in PART - V 'Safety Measures(SM)' are to be strictly followed by the contractor and his working personnel.

20.0 GST: AS PER ANNEXURE-I TO SCC**21.0 NOTICES**

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

COMPANYa) **For CONTRACTUAL MATTERS**

GM-Contracts
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Phone No. 91-374-2808650
Email: contracts@oilindia.in

b) **For TECHNICAL MATTERS**

CGM – FIRE SERVICES
FIRE SERVICES
OIL INDIA LIMITED,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.
Phone No. 91-374- 280 7330
Email: rksingh@oilindia.in

CONTRACTOR

Phone No.:

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

*****End of SCC*****

GOODS & SERVICE TAX

- (1) In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.
- (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.
- (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.
- (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 filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- (5) Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- (6) Where the OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- (7) The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- (8) Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed

quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

- (9) The bids will be evaluated based on total price including GST.
- (10) 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.
- (11) Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- (12) GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- (13) GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- (14) 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.
- (15) Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- (16) TDS under GST, if applicable, shall be deducted from contractor's/ Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- (17) 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.

- (18) 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.
- (19) 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.
- (20) 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.
- (21) Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- (22) GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- (23) 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.
- (24) 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.
- (25) 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.
- (26) 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.
- (27) The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- (28) 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.

- (29) 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.
- (30) 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.
- (31) 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.
- (32) Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;

Note: OIL GSTIN numbers are as follows:

Assam: 18AAACO2352C1ZW

Arunachal Pradesh: 12AAACO2352C1Z8

- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and

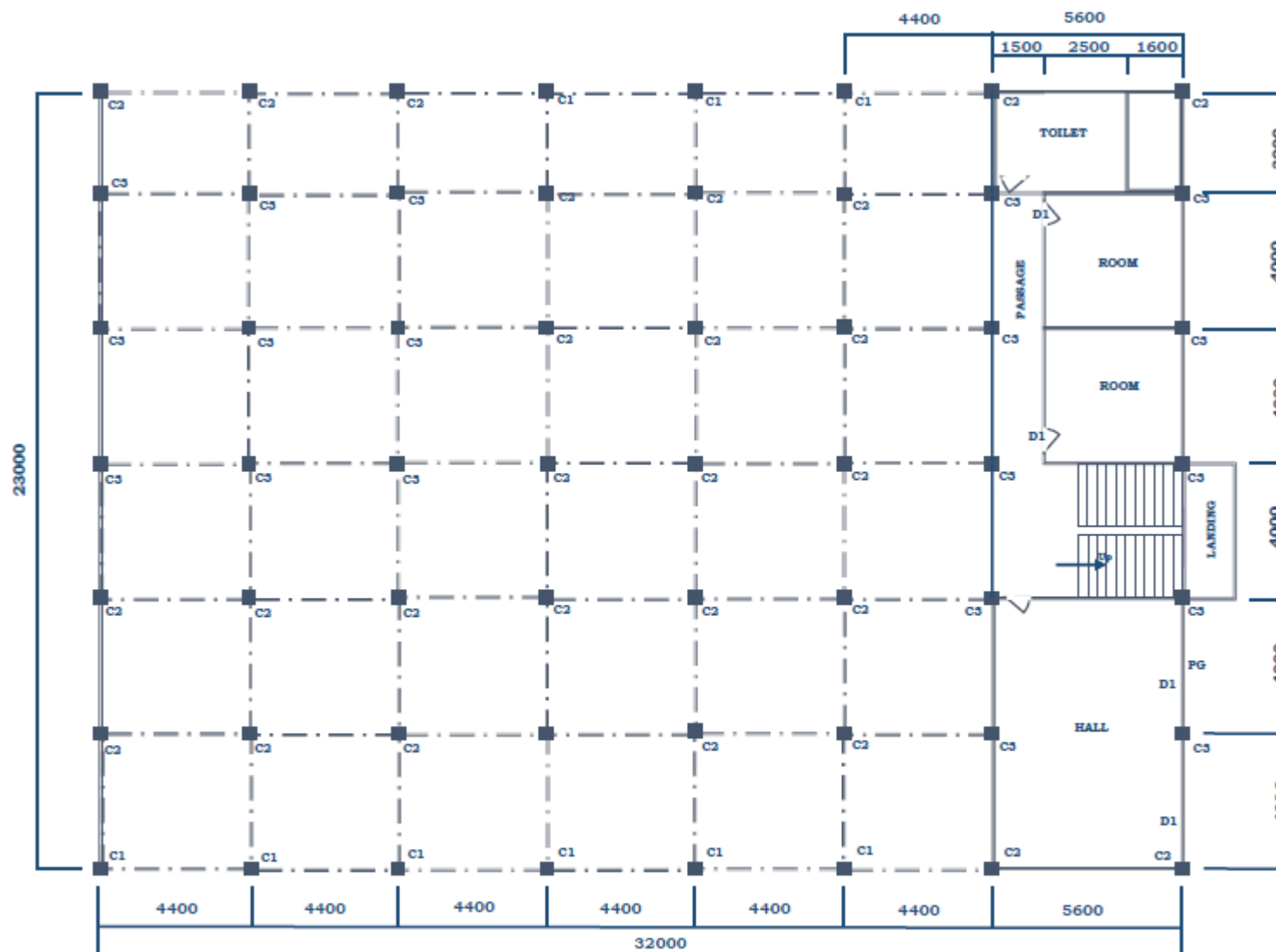
o) Signature or digital signature of the supplier or his authorised representative. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

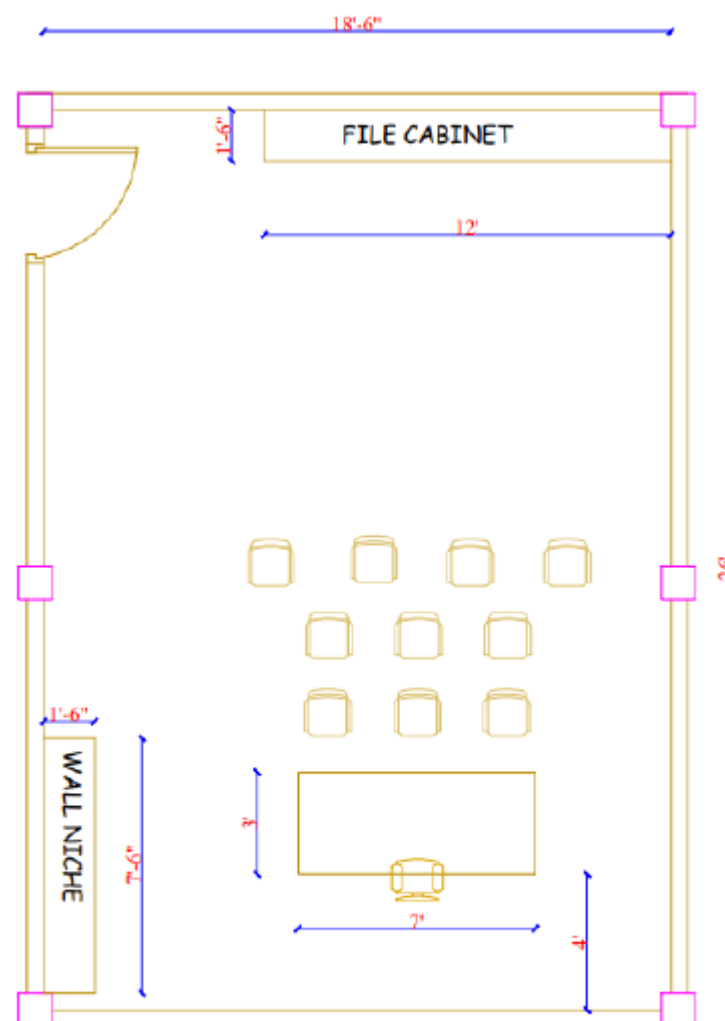
(i) The original copy being marked as ORIGINAL FOR RECIPIENT;

(ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and 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.

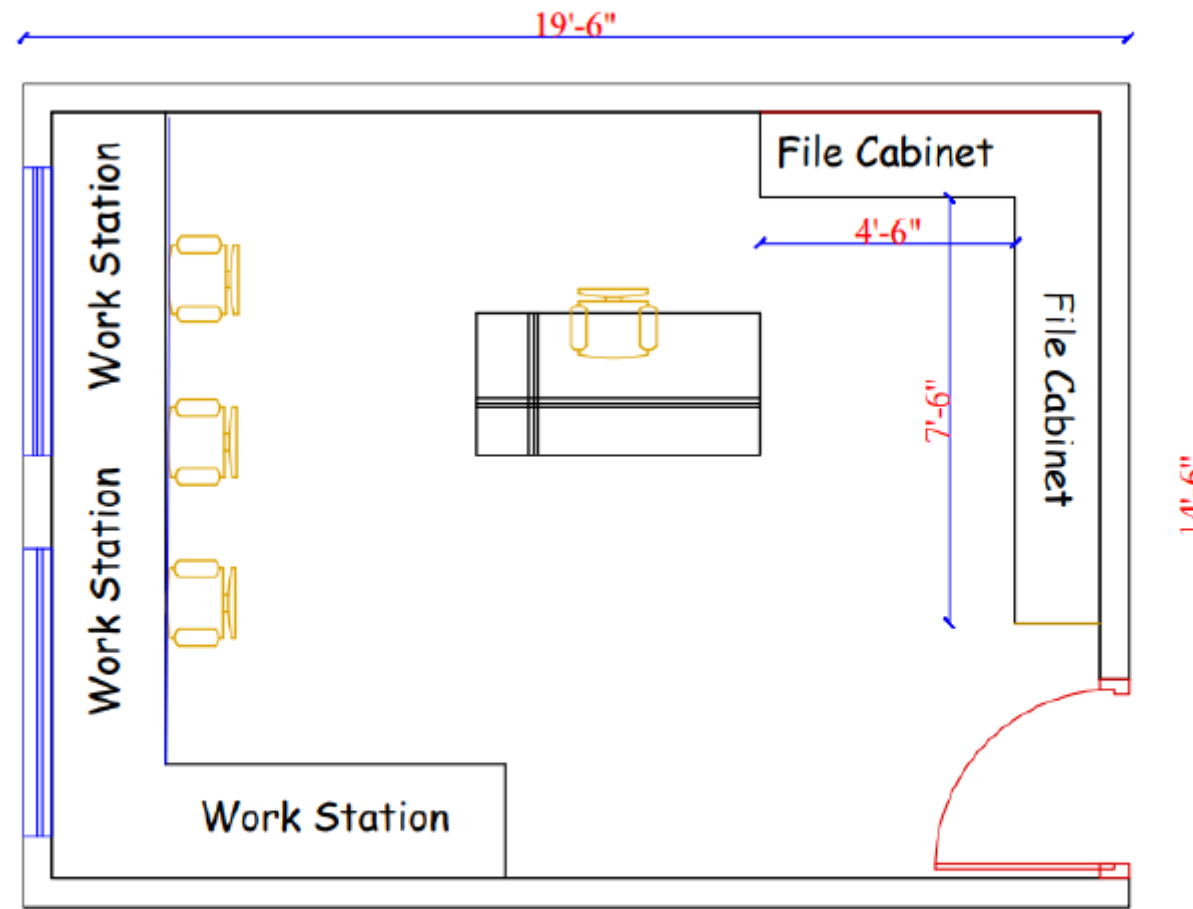
- (33) Anti-profiteering clause: As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.
- (34) In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

End of Annexure-I to SCC

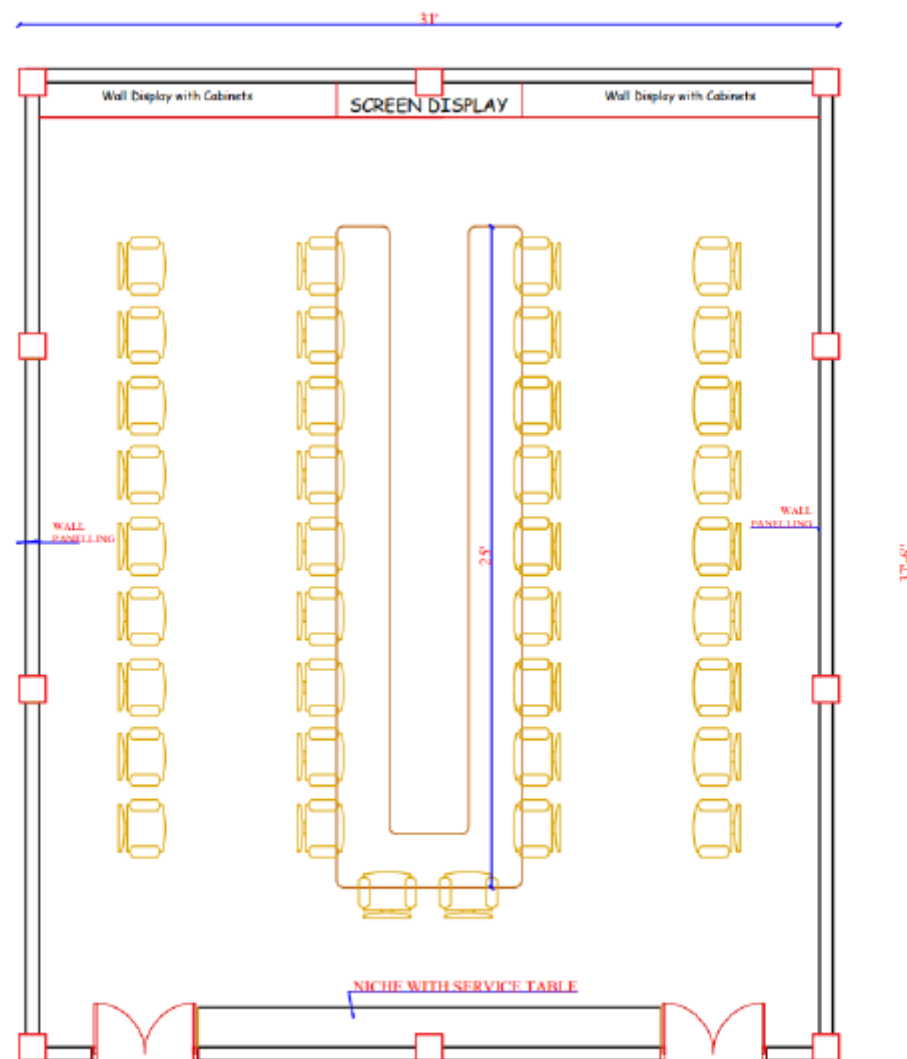
1st FLOOR PLAN



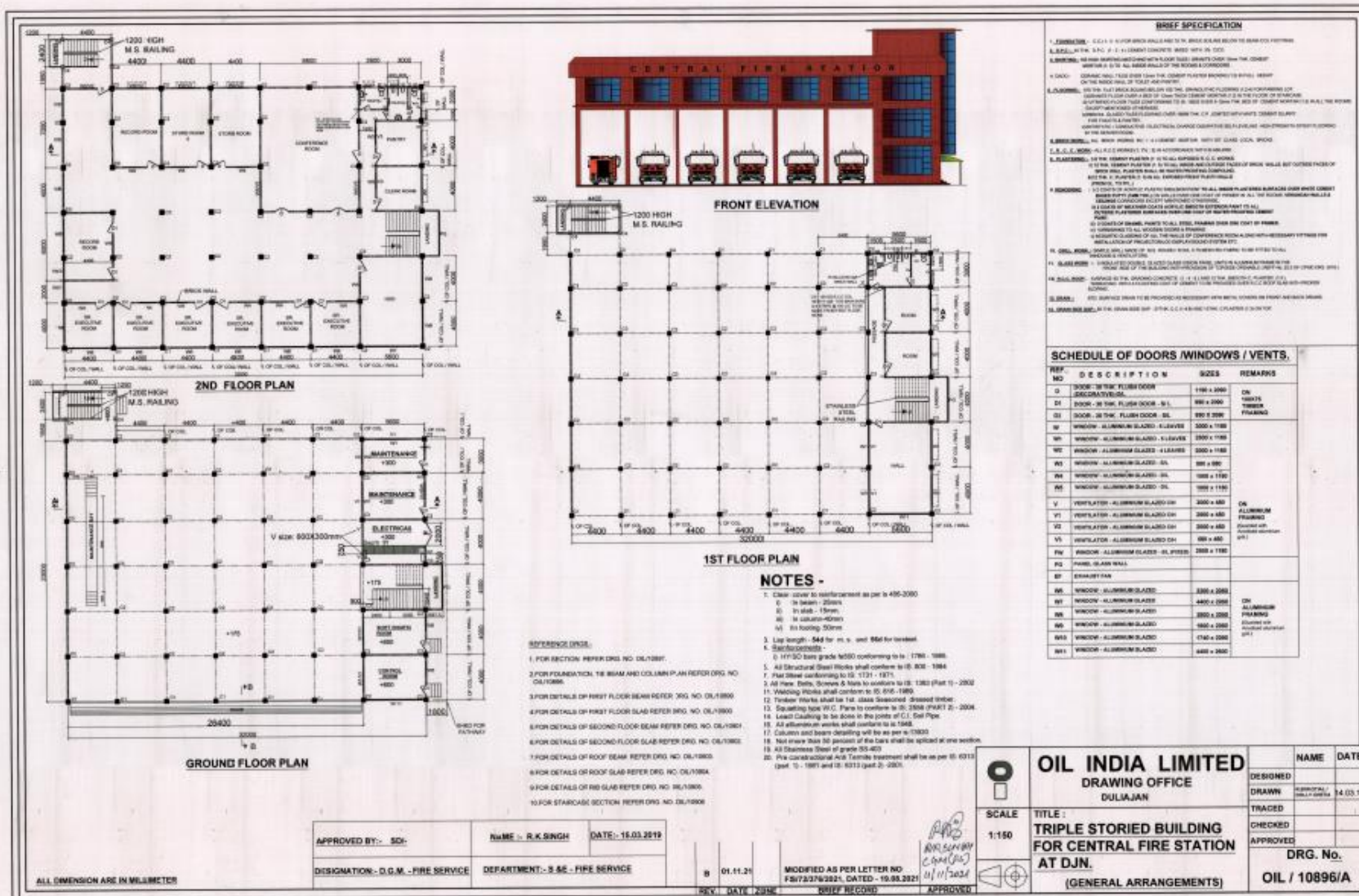
HOD ROOM



CONTROL ROOM



CONFERENCE ROOM



Detailed Specification

Item No.	Item Name	Description
A	Conference Room	
10	Service Table	<p>Size : 9 feet X 2.5 feet</p> <p>Providing and fixing storage units of full/ low SIZE 2700MM*750MM height as per drawing They shall consist of 16mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16” interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.</p>
20	Wall Display cum Cabinet	<p>Size: 31 feet X 10 feet</p> <p>Providing and fixing storage units of full/ low SIZE 2700MM*750MM height as per drawing. They shall consist of 16mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16” interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.</p>

30	U Shaped Centre Conference Table	Providing Conference table as per design on site in 19 mm marine plywood frame work with 19 mm marine plywood with 1 mm thk laminate for exposed faces. Table top shall be as per detailed drawing with solid surface top white colour (LG, MERINO) along with pop-up box (legrand/havells) having HDMI, USB , aux slot and power plug.
40	Side Conference Table	Providing Conference table as per design on site in 19 mm marine plywood of approved brand (GREEN PLY, CENTURY PLY, ARCHID PLY) frame work with 19 mm Marine plywood with 1 mm thk laminate of approved barnd (GREEN, MERINO, CENTURY) for exposed faces. Table top shall be as per detailed drawing with solid surface top white colour (LG, MERINO) along with pop-up box (LEGRAND/HAVELLS) having HDMI, USB, aux slot and power plug.
50	Chair for Participant	Mid back revolving chair with Synchro Mechanism & pneumatic height adjustment, upholstery with leatherette (Make: Godrej/Featherlite/ Methodex) Model: Godrej Kareena NXT or equivalent Note: Bidders to confirm offered make and model in Proforma – XVI.
60	Chair for Coordinator	High back revolving chair with Synchro Mechanism & pneumatic height adjustment, upholstery with leatherette (Make: Godrej/Featherlite/ Methodex) Model: Godrej Marvel or equivalent Note: Bidders to confirm offered make and model in Proforma – XVI.
70	False Ceiling works	Type 1: Supply and Installation of perforated GFR (Glass fibre reinforced), gypsum panels backlined with acoustical fleece, having 3x3mm square perforations @ 8.33 mm pitch, 10.2% open area of sizev 1200 x 2400 x 12.5mm thick tapered edge along the length having base density 800kg/m2, weight 10 kg/m2 which is fixed by using concealed GI ceiling system. Technical Parameter <ul style="list-style-type: none"> • Core : GFR Gypsum– 1 & P • Fire - A2-s1, d0 • Acoustics - NRC 0.75

		<ul style="list-style-type: none"> • Termite Resistance - YES • Light reflectance (%) – 75 • Green (RC %) – 25 <p>Type 2:</p> <p>Supply & installation of Wooden Slats made of pinewood E1 grade fiberboard, melamine, slats L32-2 - (2mm grooves @ 32mm centers), backlined acoustical fleece, tongue-groove edge for a seamless look, size 128x2440x16mm, volume density 800Kg/m³, weight 8Kgs/m² (L16), 10.5Kgs/m² (L32), 11Kgs/m² (L64) complete with all fittings and fixtures.</p> <p>Technical Parameter</p> <ul style="list-style-type: none"> • Fire (Class) – 1 & P • Acoustics – NRC 0.87 (For 15mm thk C50 Mounting) • Thermal conductivity (W/mk)– 0.08 • Climate (°C, RH) – 50, 90 • Light reflectance (%) – Low light reflectivity • Green (VOC, RC %) – Low, 30 <p>Note:</p> <p>The use of type 1 & type 2 ceiling material shall be based on the approved design of ceiling of conference room by OIL. Installation of Panel light/ COV light as per design shall also be completed along with ceiling works. Color & pattern shall be approved before start of job.</p> <p>Make: Anutone/Hera Design/Tectum or equivalent</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
80	Acoustic Wall Panelling & Lighting	<p>Type 1:</p> <p>"Supply & installation of Wooden Slats made of pinewood E1 grade fiberboard, melamine, slats L32-2 - (2mm grooves @ 32mm centers), backlined with acoustical fleece, tongue-groove edge for a seamless look, size 128x2440x16mm, volume density 800Kg/m³, weight 8Kgs/m² (L16), 10.5Kgs/m² (L32), 11Kgs/m² (L64) with all fittings and fixtures. Strut framework system includes Strut CC10 aluminium core cross channel having thickness 0.55mm, length 3600mm, knurled web 40mm, depth 10mm and equal flanges 15mm is fastened to wall or framework behind vertically/horizontally at every 600mm c/c. Strut CC18 aluminium core cross channel, thickness 0.5mm, length 2400mm, web 15mm & 27mm,</p>

		<p>depth 18mm and flanges of 7mm with suitable edge & centre brackets is then fixed perpendicular to the Strut CC10 Cross channel with the help of fasteners at every 400mm centers. Slats Surco of size 128x 2440x16mm in then fixed perpendicular to CC18 with suitable edge & centre brackets. Short edges of the panel are staggered. Contractor to provide expansion joints of 3mm at every 4.88m length wise and 4.992m width wise.</p> <p>Technical Parameter</p> <ul style="list-style-type: none"> • Fire (Class) – 1 & P • Acoustics – NRC 0.87 (For 15mm thk C50 Mounting) • Thermal conductivity (W/mk)– 0.08 • Climate (°C, RH) – 50, 90 • Light reflectance (%) – Low light reflectivity • Green (VOC, RC %) – Low, 30 " <p>Type 2:</p> <p>Supply and installation of Stretch wall fabric system by using FR Grade fabric of size 1400mm width, shall be stretched by using wooden base 10mm thick, rigid vinyl Stretch Tracks half wrap/full wrap 15mm (FS15) and Midseam 15mm (FS15), strand board, synthetic polyfibre infill with requisite accessories & tools. Square edge magnesite bonded pinewood fiber panels of size 600x1200x10mm having density 400kg/m³, weight 4kg which is fixed to wall with suitable fasteners. Synthetic polyfibre 5x10mm thick adhered on strand panel by using Stick 7 adhesive. Fabric of width 1400mm is then aligned to the Stretch tracks by following the fabric thread line or pattern. The fabric is stretched and tucked into the Stretch tracks and secure into the locking jaws so that it will be smooth, free of wrinkles with the tucking tools. Minimum 50mm additional fabric is required for tucking hence maximum module wall fabric width would be 1300mm.</p> <p>TECHNICAL SPECIFICATIONS:</p> <ul style="list-style-type: none"> • Core - pinewoodfibre & polyfibre • Fire – 1 • Acoustics – NRC 0.85 • Climate (OC RH) – 49, 90 • Termite resistance – Yes • Light reflectance – Colour dependent • Green (RC %) – 25 • Hygiene (VoC, Clean room) – Low, Class 1
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		<p>Note:</p> <p>The use of type 1 & type 2 accoustic material shall be based on the approved design of conference room by OIL. Minor modification or addition of work to improve the décor and ambience of the office should be done during execution of job. Color & pattern shall be approved before start of job. Installation of light/ COV light as per design shall also be completed along with panel works.</p> <p>Make: Anutone/Hera Design/Tectum or equivalent</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
90	Wall Niche designer	<p>Size : 9 feet X 7.5 feet</p> <p>Providing and Fixing Wall Niche as per design. The wall niche will be made up of 18mm plywood with 1 mm laminate on all exposed surfaces. The cabinets will have COV lights to enhance the beauty of the display articles.</p>
100	Podium Wooden	<p>Providing and fixing a wooden podium of 18mm Plywood as per design and 1mm laminate on all exposed surface with cable manager on top.</p>
110	White Board	<p>Magnetic Duster Type Regular Whiteboard/ transparent board for writing with marker of Size Width 900 mm Height 600 mm, Framed/Frameless</p>
B	CGM/ HOD Room	
120	File Cabinet cum Display Unit	<p>SIZE : 12feet X 8 feet</p> <p>It shall consist of 16mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of 8mm edge bend. Division of the shutters shall be made equally according to the length of the storages . All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16” interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.</p>

130	CGM Table	<p>Providing CGM Table with keyboard facility of size 7'0" x 3'0" as per design on site in ISI marked BWP grade plywood (borer proof) of approved brand (GREEN PLY, CENTURY PLY OR ARCHID PLY) frame work with 1 mm thk laminate (merino , century , green lam) table top of solid surface (LG , MERINO) . All the inner surfaces shall be finished with .8mm thick white laminate(merino , century , green lam). 1no. Computer key board tray using 19mm thk marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double(godrej,hettich, dorma). A drawer unit as shown in the drg shall be provided. 3 nos of drawers with 1.0 mm. Thk. Laminate shall be provided. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thk. marine Ply sides, back and 6mm thk. marine Ply base. Facia of drawers shall be of 19mm thk. marine Ply finished in 1.0 mm. thk. Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders(Approved make). The inside portion of draws to be finished with white laminate OF .8mm. Rate shall be inclusive of all necessary approved fittings like locks (Approved make) for drawers and any miscellaneous hardware items.</p>
140	Revolving Chair	<p>High back chair along with seat assembly should be cushioned seat made of injection moulded plastic inner and outer upholstered with pure leather and moulded High Resilience (HR) Polyurethane foam. Back assembly should be cushioned made of PU Foam upholstered with pure leather. (Make: Godrej/Featherlite/ Methodex)</p> <p>Model : Godrej La Sede or Sedna or equivalent.</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
150	Visitor Chair	<p>Visitor chair with leatherette upholstery (Make: Godrej/Featherlite/ Methodex)</p> <p>Model : Godrej Beat Visitor or equivalent</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
160	Pinup Board	<p>Pinup Board - Supply and Installation of Pinup Board i.e. Soft Board for CGG Room. The Board will be covered with Woolen Jacket as Cover.</p>

170	Wall Panelling	<p>Wall Paneling: Providing, fitting and fixing of paneling on walls up-to a full eye exposed height from floor.</p> <p>The partition will be suspended with aluminum hollow tubular section of 38mm*25mm with a bar support at an interval of 600mm vertically. The cavity between the sections will be utilized for internal cable management. 12mm borer proof ISI marked BWR grade solid ply to be fixed to section frame and finished with ISI marked 1.0mm thick laminate sheet of prescribed shade and colour and Complete in all respect. The paneling design can be a combination of maximum two shades or texture of tiles to match the ceiling, flooring and the decor and ambience of the OFFICE (as per approved design by O I L).</p>
180	LED TV	<p>108 cm (43 inches) Full HD Smart LED TV</p> <p>Resolution: Full HD (1920x1080) HDR</p> <p>Connectivity: 2 HDMI ports to connect set top box, Blu Ray players, gaming console 2 USB ports to connect hard drives and other USB devices</p> <p>Sound : 20 Watts Output Open Baffle Speaker ClearAudio+ technology TV MusicBox</p> <p>Smart TV Features: Smart TV Screen Mirroring Netflix Amazon Prime Video HDR Gaming</p> <p>Display: HDR X-Reality Pro Motionflow XR 100</p> <p>Make : Sony / Samsung/ LG</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
190	Award Display shelf along with TV Shelf	<p>Providing and Fixing Wall Niche as per design. The wall niche will be made up of 18mm plywood with 1 mm laminate on all exposed surfaces. The cabinets will have COV lights to enhance the beauty of the display articles</p>
200	False Ceiling - Designer	<p>False ceiling with a combination of silhoutte grid ceiling of armsstong and 12.5 mm thick gypsum ceiling with putty and paint</p>
C	Senior Executives Room	
210	Workstation Table for Senior Executives	<p>Providing OFFICE DESK with keyboard Facility of size 1500MM x 900MM as per design on site in ISI marked BWP grade plywood (borer proof) of approved brand (GREEN PLY, CENTURY PLY ,ARCHID PLY) frame work</p>

		with 1 mm thk laminate (merino , century , green lam) . All the inner surfaces shall be finished with .8mm thick white laminate (merino , century , green lam). 1no. Computer key board tray using 19mm thk marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double (Approved make / approved sliders). A drawer unit as shown in the drg shall be provided. 3 nos of drawers with 1.0 mm. Thk. Laminate shall be provided. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thk. marine Ply sides, back and 6mm thk. marine Ply base. Facia of drawers shall be of 19mm thk. marine Ply finished in 1.0 mm. Thk. Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders (Approved make). The inside portion of draws to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like locks(Approved make) for drawers and any miscellaneous hardware items.
220	Revolving Chair	Revolving Chair - High Back Revolving Chair , Torsion Bar Fitted with Seat with Moulded Ply, Upholstery With PU Leather and HD Foam For Seats ISO Approved Brands (Make: Godrej/Featherlite/ Methodex) Model : Godrej Beat High Back or equivalent Note: Bidders to confirm offered make and model in Proforma – XVI.
230	Visitor Chair	Visitor chair with leatherette upholstery (Make: Godrej/Featherlite/ Methodex) Model : Godrej Beat Visitor or equivalent Note: Bidders to confirm offered make and model in Proforma – XVI.
240	Pinup Board	Pinup Board - Supply and Installation of Pin Up Board i.e. Soft Board for CGG Room. The Board will be covered with Woolen Jacket as Cover.
250	Filing Cabinet	Size: 6 feet X 2.5 feet They shall consist of 16mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made

		equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.
D	Library Room	
260	Office Desk cum Reading Table	Size: 10 feet X 4 feet Supply and fixing of office desk both side seating made up 16 mm plywood and edges to covered with 2mm edge bend and all exposed surface to laminated with 1mm laminate. One drawer to be provided for each seating
270	Visitor Chair	Visitor chair with leatherette upholstery (Make: Godrej/Featherlite/ Methodex) Model : Godrej Beat Visitor or equivalent Note: Bidders to confirm offered make and model in Proforma – XVI.
280	File/Books Cabinet	Size: 15 feet X 7 feet It shall consist of 16mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.
E	Clerks's Room	
290	File Cabinet	Size: 14 feet X 8 feet

		It shall consist of 16mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.
F	Pantry/ Tea room	
300	Pantry Cabinet	Providing and fixing of L type cabinet on both side of the wall. They shall consist of 16mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items. The cabinet will have 6 baskets .the other side will have only an overhead cabinet upto height of 600mm and hanged at 1500 mm level from ground.
310	Four Seater Table	Four seater Dining Table set for Pantry with centre table and 4 Nos. of sitting chairs Make : Godrej/Featherlite/Methodex or equivalent Model: Timeout 4 Seater Membrane or equivalent Note: Bidders to confirm offered make and model in Proforma – XVI.

G	Waiting Area	
320	Sofa 3 Seater	<p>Supply and installation of 3 seater sofa for waiting area:</p> <p>Seat Foam: The Seat is made of double layer PU Foam. Seat is upholstered with Fine quality Fabric or Leatherite.</p> <p>Back Foam: The Back is made of double layer PU Foam. Back is upholstered with Fabric or Leatherite.</p> <p>Make: Godrej/Featherlite/Methodex/ or equivalent</p> <p>Model: Godrej Pisa or equivalent</p> <p>Note 1: The colour and type of sofa need to match the ambiance of waiting area partition and must be approved before supply.</p> <p>Note 2: Bidders to confirm offered make and model in Proforma – XVI.</p>
330	Sofa 2 Seater	<p>Supply and installation of 2 seater sofa for waiting area:</p> <p>Seat Foam: The Seat is made of double layer PU Foam . Seat is upholstered with Fine quality Fabric or Leatherite.</p> <p>Back Foam: The Back is made of double layer PU Foam. Back is upholstered with Fabric or Leatherite.</p> <p>Make : Godrej/Featherlite/Methodex/equivalent</p> <p>Model: Godrej Pisa or equivalent</p> <p>Note 1: The colour and type of sofa need to match the ambiance of waiting area partition and must be approved before supply.</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
340	Centre Table	<p>Supply and installation of centre table for waiting area:</p> <p>Make : Godrej/Featherlite/Methodex/equivalent</p> <p>Model: Godrej Pisa or equivalent</p> <p>Note 1: The colour & type of centre table need to match the ambiance of waiting area partition and must be approved before supply.</p> <p>Note 2 : Bidders to confirm offered make and model in Proforma – XVI.</p>

350	Vertical Bar Partition with Flower Pots	Providing and fixing vertical 12mm plywood like vertical bars with flower pot pockets and COV lights. The outer partition to be pasted with 1mm laminate and detail design to be discussed with the OIL's in-charge and Flower Pots to be put there with indoor plants on it. Approx. perimeter for partition is 20m and height is 3.6m. The partition shall be completed with decorative laminate finish over the ply board as specified and directed by the department need to match the ambiance of waiting area with the other office area.
H	Control Room	
360	Working Table	Providing office desk/Table with keyboard Facility of size 1200MM x 600MM as per design on site in ISI marked BWP grade plywood (borer proof) of approved brand (GREEN PLY, CENTURY PLY OR ARCHID PLY) frame work with 1 mm thk laminate (merino , century , green lam) . All the inner surfaces shall be finshed with .8mm thick white laminate (merino , century , green lam). 1no. Computer key board tray using 19mm thk marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double(Approved make / approved sliders). A drawer unit as shown in the drg shall be provided. 3 nos of drawers with 1.0 mm. Thk. Laminate shall be provided. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thk. marine Ply sides, back and 6mm thk. marine Ply base. Facia of drawers shall be of 19mm thk. marine Ply finished in 1.0 mm. Thk. Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders(Approved make). The inside portion of draws to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like locks(Approved make) for drawers and any miscellaneous hardware items.
370	Customized Table for Telephone & Walkie-Talkie	It shall consist of 16mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16"

		interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.
380	File Cabinet Type L Type	Size: 14 feet X 2.5 feet It shall consist of 16mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts.
390	Pinup Board	Supply and Installation of Pin Up Board. The Board will be covered with Woolen Jacket as Cover.
I	Audio-Visual System for Conference Room	
400	Controller with Digital Acoustic Feedback Suppressor	The 'Control Unit' shall have the following Technical Specifications: Electrical: Mains voltage (100 to 240 VAC \pm 10%) Current consumption (Maximum 0.6 A (100 VAC) to 0.2 A (240 VAC) DC supply to Discussion Devices 24 V \pm 1 V (current limited) Number of Discussion Devices per Control Unit Max. 40 devices per trunk connector Discussion Device loudspeakers volume control 15 steps of 1.5 dB (starting from -10.5 dB) Limit threshold level to unit 12 dB above nominal level Gain reduction due to number of open microphones (NOM) 1/SQRT (NOM) Sample rate-44.1 kHz Audio Input :XLR nominal mic. input-56 dBV XLR maximum mic. input-26 dBVRCA nominal input-24 dBV (+/- 6 dB) RCA maximum input+6 dBV S/N> 94 dBA Frequency response30 Hz to 20 kHz Audio Output: RCA nominal output-24 dBV (+6/- 24 dB)RCA maximum output+6 dBVS/N> 102 dBAFrequency response30 Hz to 20 kHz

		<p>The Control Unit shall have the following additional features:</p> <ul style="list-style-type: none"> • Built-in digital recorder with internal memory and USB recording. • Built-in loudspeaker and headphone socket for listening to recorded discussions before replaying them to the Floor, or listening to recordings. • Additional capacitive touch buttons and LED indicators for: <ul style="list-style-type: none"> - CU loudspeaker volume (or headphones volume, if connected). - Start, Pause (hold), and Stop recording. • Built-in Digital Acoustic Feedback Suppression (DAFS). • USB connector on front of unit for connecting a USB memory stick. • 3.5 mm (0.14 in) stereo headphone socket. • Micro USB connector on rear of unit for transferring internal memory (recordings) to a PC. • Four additional RCA outputs for individual microphone recording, e.g. for recording individual speakers in a courtroom. <p>Built-in digital recorder</p> <p>The built-in recorder shall enable discussions to be recorded in the MP3 format to the internal memory or a USB memory stick with a maximum capacity of 128 GB:</p> <ul style="list-style-type: none"> • Internal memory - recordings shall be automatically stored in the internal memory unless a USB memory stick is connected to the USB connector at the front of the CU. The internal memory shall be able to record up to 8 hours discussion. • USB memory stick – recordings shall be automatically saved to a USB memory stick when it is connected to the CU. A USB memory stick of 128 GB shall be able to record up to 4,000 hours discussion <p>LED indicators shall inform users when data is being recorded to the internal memory or a USB memory stick. The appropriate LED indicator shall be automatically selected when a USB memory stick is inserted or removed from the USB connector.</p> <p>Make : BOSCH or equivalent</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
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410	Digital Discussion System with DAFS and Recorder	<p>The Discussion Device shall enable participants to take part in a discussion by speaking into a microphone and listening to proceedings on a loudspeaker. The device shall have the following features and benefits:</p> <ul style="list-style-type: none"> • Plug-and-play functionality. • Compact, attractive, ergonomic design, with LED indicator in the Discussion Device and in head of microphone. • Choice of short or long fixed microphone with flexible stem. • Loudspeaker integrated into front of device. • Built-in headphone socket with output level control. • Automatic level reduction when microphone is activated (configurable via web browser application of Control Unit): prevents acoustic feedback from headphone to microphone. • Configurable as a participant or chairperson's device: changeable microphone buttons and concealed slide switch at the bottom of the device for configuration purposes. • GSM immunity. <p>The device shall have the following user controls and indicators:</p> <ul style="list-style-type: none"> • Microphone button. • Color-coded LED indicator above microphone button for showing the status of the device: <ul style="list-style-type: none"> – White ('Possible-To-Speak') shall indicate that the microphone will be active immediately after pressing the microphone button. – green shall indicate that the participant has pressed the microphone button and the request to speak has been added to the waiting list. – green flashing shall indicate that the participant is first in the waiting list, i.e. next in line to speak. – red shall indicate that the microphone is active. • Color-coded light-ring indicator in head of microphone: green shall indicate that a request-to-speak has been added to the waiting list; green flashing shall indicate that the participant is first
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		<p>in the waiting list; red shall indicate that the microphone is active.</p> <p>System camera :The system shall be able to native support communicate with a maximum of six HD SDI conference dome cameras for showing the active speaker. Make : BOSCH or equivalent</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
420	Mixer Amplifier	<p>Features:</p> <p>microphone / line inputs, plus music source input Announcement only output, 3-wire volume override Wide range of output power (60, 120 and 240 Watts) 2-tone chime</p> <p><u>Electrical</u></p> <p>Mains power supply Voltage -EU versions: 230 VAC ±10%, 50/60 Hz (reduced power at lower mains voltage) Voltage -CN versions: 220 VAC ±10%, 50/60 Hz (reduced power at lower mains voltage) Voltage -US versions: 120 VAC ±10%, 50/60 Hz (reduced power at lower mains voltage) Inrush current: 24 A Power consumption: 800 VA Performance Frequency response (Line): 60 Hz to 20 kHz (+1/-3 dB @ -10 dB ref. rated output) Frequency response (Mic.): 70 Hz to 20 kHz (+1/-3 dB @ -10 dB ref. rated output) Distortion : <1% @ rated output power, 1 kHz Bass Control: Max. ± 8 dB Treble Control: Max. ± 8 Db Mic./Line input: 4 x Input 1 (push-to-talk contact with priority) : 5-pin Euro style, balanced, phantom Input 2 : 3-pin Euro style, balanced, phantom Input 3 and 4: TRS Jack (1/4, 6.3mm) balanced Sensitivity: 1 mV (mic.); 300 mV (line) Impedance:>1 kohm (mic.); >5 kohm (line) Dynamic range : 93 dB S/N (flat at max volume) >63 dB (mic.); >70 dB (line) S/N (flat at min volume/muted) : >75 dB CMRR (mic.):>40 dB (50 Hz to 20 kHz) Headroom:>25 dB Speech filter -3 dB @ 315 Hz, high-pass, 6 dB/oct Phantom power supply: 16 V via 1.2 kohm (mic.)</p>

		<p>Environmental Operating temperature -10 °C to +45 °C Storage temperature -40 °C to +70 °C Relative humidity: <95% Acoustic noise level of fan: <48 dB SPL @ 1 m Make : BOSCH or equivalent</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
430	Handheld Wireless Microphone	<p><u>Receiver Specifications</u></p> <p>Receiver Type: Synthesized PLL Frequency Range (RF): A Band: 618 – 634 MHz B Band: 678 – 694 MHz C Band: 516 – 532 MHz E Band: 850 – 865 MHz Number of Channels: 32 Modulation: ± 40 kHz Diversity: True Antenna RF Sensitivity: < 1.0 µV for 12 dB SINAD Image Rejection: 55 dB Squelch: Tone Code plus Amplitude Power Requirements: 12–16 VDC, 500mA max</p> <p><u>Transmitter Specifications</u></p> <p>Radiated Output: 8 mW typical Back Lit LCD Display: Channel, Frequency, Mute, and Battery Level Microphone Head: Cardioid Dynamic Standard Lavalier Microphone: Uni-Directional Condenser TA4F Connector Wiring: Pin 1: Ground; Pin 2: Mic Input; Pin 3: +5V bias; Pin 4: +5V thru 2.2k Ω Power Requirement: Two AA batteries Battery Life (Typical): > 14 hours with AA alkaline typical Bodypack Antenna: Flexible external 1/4 wave Handheld Antenna: Internal proprietary</p> <p>Make : BOSCH or equivalent Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
440	Premium Wall Speaker	<p>Features:</p> <ol style="list-style-type: none"> 1. High-fidelity music and speech reproduction 2. Selectable 8 ohm, 70 V and 100 V inputs 3. Compact yet robust ABS enclosure 4. Supplied with adjustable mounting bracket 5. Complies with international installation and safety regulations <p>Make : BOSCH or equivalent</p>

		Note: Bidders to confirm offered make and model in Proforma – XVI.
450	Accessories for Audio system	<p>Supply, Installation & commissioning of all the required accessories like extension cable, speaker wire, wiring, minor modification in existing wiring, installation of additional socket if required etc. shall be included in the scope of audio system of conference room.</p> <p>Note:</p> <ul style="list-style-type: none"> • All the component of Audio system shall be supplied & installed of single make. • The complete solution should be from the same OEM with 01 year of warranty.
460	4x4 HDMI Matrix Switch	<p>Supply, Installation & commissioning of Matrix switch with following features:</p> <p>Connects any of 4 HDMI sources to any of 4 HDMI displays</p> <p>Supports 4K resolutions up to UHD (3840 x 2160) and DCI (4096 x 2160) with refresh rates of 30 Hz (4:4:4) and 60 Hz (4:2:0)</p> <p>Multiple Control Methods – system management via front-panel pushbuttons, IR remote and RS-232 control</p> <p>Supports Dolby True HD and DTS HD Master audio</p> <p>Signaling rates up to 3.4 Gbits for</p> <p>flawless 4K output HDMI (3D, Deep Color, 4K) and HDCP 1.4 compatible.</p>
470	Audio De-embedder	<p>Supply, Installation & commissioning of Audio De-embedder with following features:</p> <ul style="list-style-type: none"> • Repeats HDMI input signal up to 15 meters • Extracts HDMI audio signal and outputs as additional audio source • Supports optical / coaxial digital audio and analog stereo audio • HDMI and HDCP compatible • Super Video Quality – up to 1920x1080 (1080p) • Firmware upgradable • 2CH/5.1CH/Auto mode audio channel selection • 3D Content supported • Supports Dolby True HD and DTS HD Master Audio • Supports Audio on/off switch for HDMI output

		<ul style="list-style-type: none"> Expandable to three levels – provides three levels of audio output from one HDMI source at distances up to 45 m
480	Accessories for Video system	Supply, Installation & commissioning of 10 m HDMI Cable(1 No.), 15 m HDMI Cable (1 Nos.), 1 m HDMI Cable (2 Nos.) and all other accessories required for commissioning of Video System
490	UHD Display	<p>Display : 86 Inch, Resolution-3840 X 2160 (UHD), Brightness (cd/m²)350 minimum.</p> <p>Broadcasting System :DigitalATSC</p> <p>Video :HDR (10 Pro / HLG)</p> <p>Audio :Audio Output-10W + 10WSpeaker System 2.0 ch, Sound SyncBluetooth required</p> <p>Jack Interface :</p> <p>Set Side-HDMI In 2(2.0), USB (2.0)</p> <p>Set Rear-HDMI In (HDCP) 2.0, RF In (tuner), AV In (Phone Jack Type), Digital Audio Out (Optical), (Control & Service), RJ45 (Usage Purpose) 2 (Ethernet, SNMP), External Speaker Out (3.5mm phone jack) (Spk-out 1, 1W, 8Ω), Debug (Phone Jack Type)</p> <p>Power: Voltage, Hz100 ~ 240 V, 50/60 HzPower Consumption(Typ.)301W</p> <p>Stand-by0.5W</p> <p>Key features: Internal Memory (8 GB), Built-in Wi-Fi, Temperature Sensor, Auto Brightness</p> <p>Sensor, USB Plug & Play, Smart Energy Saving</p> <p>Accessories: Wall mount & table top fixing included, HDMI to C type adaptor for connecting Macbook/PC</p> <p>The complete system should be from the same OEM with 01 year of warranty.</p> <p>Make : LG/Samsung/Sony</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
500	Video Conferencing Solution	The proposed system must be based on ITU standards & hardware based. No software based solution will be accepted. All components of the VC system like Codec, Camera, Microphones and Wireless Remote Control/Touch Control Panel should be from the same OEM.

		<p>Package: UHD 2160p (4K) Camera, Codec, 2 Nos. of Microphone and Wireless Remote Control/Touch Control Panel. All must be from the same OEM.</p> <p>Video Standards and Resolutions:</p> <ul style="list-style-type: none"> • It should support H.323 & SIP standards for communications. • It should support interoperability and bandwidth saving using video compression H.264 AVC, H.264 High Profile, H.265 • It should support 4K30 fps, 1080p30 fps, 720p 30 fps. <p>Content Standards and Resolutions:</p> <ul style="list-style-type: none"> • It should support both wired and wireless content sharing using standard based H.239 and BFCP. It should also support audio from PC used for content sharing. • It should support Content Annotation and White Boarding capability <p>Audio Standards and Features:</p> <ul style="list-style-type: none"> • It should support G.711, G.728, G.729A, G.722, G.722.1, G.719 or better. • It should support 20kHz or better bandwidth with crystal clear audio and stereo sound. • Automatic Gain Control and Automatic Noise Suppression. <p>Video and Audio Inputs:</p> <ul style="list-style-type: none"> • Minimum 1 x HDMI/HDCI input for connecting main Full HD camera set. • 1 x HDMI input to share 4K/Full HD content from PC/Laptop/Document camera/PTZ Camera. • 3 x Microphone Inputs or more with support for minimum 3 digital omnidirectional mics. The bidder needs to quote 2 microphone with 360 degree coverage from day one with mute/unmute soft touch button on the microphone. • 1 x RCA/3.5mm stereo line-in or equivalent. <p>Video and Audio Outputs:</p> <ul style="list-style-type: none"> • 2 x HDMI outputs for connecting primary and secondary 4K(UHD)/Full HD displays. • Ports to connect minimum one touch display • 1 x RCA/3.5 mm stereo line-out
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		<p>Other Interfaces:</p> <ul style="list-style-type: none">• 1 x 10/100/1000 Ethernet port <p>Camera:</p> <ul style="list-style-type: none">• The camera system should have speaker tracking and group framing functionality• The camera system should have dual cameras with 20 megapixel 4K sensors and adequate Zoom. To cover upto a range of 25 feet or more.• The camera system should automatically scan the room and seamlessly command the cameras to appropriately frame the users/speaker during a call without any manual intervention upto a range of 25 feet or more.• Video Conference Camera and Codec should be controlled using same remote control/touch panel. <p>Network Features:</p> <ul style="list-style-type: none">• Must support IPv4 and IPv6 from day one on both H.323 and SIP. <p>USB Device Mode:</p> <ul style="list-style-type: none">• It should have inbuilt capability where it must be possible to use the VC system as an external camera and microphone when connected to a Laptop/PC over a single USB cable without using any external hardware components to connect to any Cloud Based VC platform like Cisco Webex, Zoom, BlueJeans, Microsoft Teams, Google Meet, etc. Third party hardware or software must not be needed to connect the laptop/PC to the system and this must be a feature of the codec itself. <p>Security:</p> <ul style="list-style-type: none">• Media Encryption (H.323, SIP): AES-128, AES-256, H.235.6 support.• Authenticated access to admin menus, web interface and APIs.• Local account password policy configuration• Global Directory/Centralized Directory/LDAP support. <p>Other Standards/features:</p> <ul style="list-style-type: none">• H.460.18, H.460.19, SSL, TLS <p>Warranty:</p>
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		<ul style="list-style-type: none"> The complete solution should be from the same OEM with 01 year of warranty. <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
510	Laptop	<p>Processor Make: Intel/AMD Processor Generation: 11 or Higher Number of Cores per Processor: 4 or Higher Processor Description: Intel Core i5 / AMD Equivalent or Higher Processor Number: Intel Core i5 1135G7 or AMD Ryzen 5 5500U or Higher Operating System: Windows 10 Professional or Latest RAM Size (GB): 8 GB or Higher SSD Capacity (GB): 512 GB or Higher Display Size (Inch): 14 Inch or Higher Display Resolution: Full HD or Higher Webcam: Full HD or Higher WiFi & LAN Connectivity: Must be provided Battery Warranty: 01 year Carry Case: Must be provided Accessories : Wireless Keyboard, Wireless Mouse & Wireless Pointer (1 No. each) The complete solution should be from the same OEM with 01 year of warranty.</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>
J	Other Miscellaneous Works/Items	
520	Supply, Installation, testing and commissioning of LED 2x2 Luminaires	<p>Supply, Installation, testing and commissioning of recessed type 35 to 38 W LED CRCA powder coated luminaire complete with all mounting accessories for fixing in the POP type ceiling including supplying, fixing arrangement and connection with 3x1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required. Minimum output Lumen shall be 3200 and colour temperature shall be 5500K to 6500K. Driver shall be external. Efficacy shall be more than 90%. Power factor >0.9, THD < 10% , IEC Compliant for safety.</p> <p>Note: Bidders to confirm offered make and model in Proforma – XVI.</p>

530	Supply and Installation of Call Bell	Supplying and fixing of Remote Call bell (Buzzer) including 5/ 6 amp capacity button piano type bell push switch including connection as approved by the Dept.as required.
540	Audio Visual Alarm Integrated with Fire Call Telephone	Supply, Installation, Testing and Commissioning of AL100SONTEL or equivalent Telephone Alarm Sounder & Xenon Strobe compact, high output, 100dB(A) telephone initiated alarm sounder and 5 Joule Xenon beacon.
550	Tray Light	Supply, Installation, testing and commissioning of tray strip light warm white for ceiling as per approved design.
560	COV Lights 12 Watt	Supply, Installation, testing and commissioning of 12 Watt COV light.
570	Supply, Installation, Testing and Commissioning of Fire Siren	Fire Siren of Minimum Range 2 km, speed 8000 rpm, Voltage-220 V AC, Current -1.6 A
580	PA System For Control Room	Ahuja AMPLIFIER SSA250M(PA Systems),AHUJA AUD-98XLR Unidirectional Dynamic Microphone -Corded Mic & Ahuja SCM 15T Speakers or equivalent make & model
590	Flush Door with Glass and Partition	Supply and installation of 12 mm toughened glass (keshar safety /HITTECH/ SAINT GOBAIN) partition and flush door laminate finish with all types of hardware, lock, patch, etc. with SS handle and other screw fittings (ozone/dorma/ haffle/ godrej). Note: Bidders to confirm offered make and model in Proforma – XVI.
600	Blinds Vertical	Supply and installation vertical blinds colour to specified by Oil officials. Make - Nova , Vista , Hunter doglas Note: Bidders to confirm offered make and model in Proforma – XVI.
610	Blinds Roller	Supply and installation roller blinds black out in nature Make - Nova , Vista , Hunter doglas Note: Bidders to confirm offered make and model in Proforma – XVI.

620	Name Plate for rooms	Supply and Installation SS Letters board for Display of Executives name & designation and other rooms.
630	Name Plate for department	Supply and Installation SS Letters for Display of Dept Name (i.e. CENTRAL FIRE STATION, OIL INIDA LIMITED, DULIAJAN, ASSAM). The letter size for each letter in the name plate must be 12".

Note: Following approved make items shall be accepted only:

MATERIAL	MAKE
19 MM PLYWOOD	GREENPLY, GATTANI, CENTURY
06 MM PLYWOOD	GREENPLY, GATTANI, CENTURY
12 MM PLYWOOD	GREENPLY, GATTANI, CENTURY
SOLID SURFACE	MERINO , LG , DULUX
HARDWARE	IPSA,GODREJ, HETTICH,EBCO
LAMINATES	GREEN,MERINO, AMULAYA
EDGE BEND	REHAU, SQAURE ONE, PREGASIS
Grid Ceiling Silhoutte	ARMSTRONG
FALSE CEILING SECTION	ARMSTRONG, BORAL, INDIAN GYPSUM
12.5 GYPSUM BOARD	ARMSTRONG, BORAL, INDIAN GYPSUM
WALL PUTTY	NEROLAC , J K , ASIAN PAINTS
PAINTS	NEROLAC, ASIAN PAINTS , BERGER
COV	PHILIPS, SYSKA , HAVELLS
BLINDS	NOVA , VISTA , HUNTER DOUGLAS
TRAY STRIP LIGHT	PHILIPS, SYSKA , HAVELLS
Furniture	Godrej/ Featherlite/ Methodex or as specified in specification
Note: All items to be purchased shall be approved by OIL's in-charge before purchase/ installation after confirmation of colour/model & specification.	

PART-V**SAFETY MEASURE (SM)**

To,

**GM-CONTRACTS(HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service: Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation& commissioning of furniture & electronics items in the New Fire Station Building at Oil India Limited, Duliajan, Assam.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
3. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
4. 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 Action omissions at work.
5. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
6. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
7. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.
8. 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.
9. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for

providing the same. In case of exigency, OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the concerned Installation Manager or Engineer-In Charge of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

10. Necessary work permits as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

11. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

12. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

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

14. OIL will communicate all information to the Contractor or his authorized representative only.

15. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

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

17. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.

18. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

19. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

20. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos.,

establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

21. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working wherever applicable. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.

22. Barricading reflecting tapes, traffic cones, etc. are to be used as applicable during work. The same to be provided by the contractor.

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

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

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

26. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

27. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.

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

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

(Seal)

Yours Faithfully,

Date_____

M/s._____

FOR & ON BEHALF OF CONTRACTOR

**PART-VI
INTEGRITY PACT(IP)**

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation& commissioning of furniture & electronics items in the New Fire Station Building at Oil India Limited, Duliajan, Assam.** 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 Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process 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 Page 2 of 6 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 risibility 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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

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.

.....
For the Principal

Place.
Date .

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

BID FORM

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

Sub: IFB No. CDI0105P23

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 days** from the date of Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2022.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)**(Only exceptions/deviations to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Non-Compliance”** in the above Proforma is left blank (or not submitted along with the Bid), then it would be construed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
GM- CONTRACTS (HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

SUB: OIL's IFB No. CDI0105P23

Sir,

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. CDI0105P23 for **‘Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation& commissioning of furniture & electronics items in the New Fire Station Building at Oil India Limited, Duliajan, Assam’.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA FOR LETTER OF AUTHORITY

TO
GM- CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam, India

SUB: OIL's IFB No. CDI0105P23

Dear Sir,

We, _____ of _____
confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid, negotiate
and conclude the agreement on our behalf with you against IFB No. CDI0105P23 for
**'Hiring of services for carrying out the interior works in Conference Room, HoD
Room, Control Room, Executives Rooms, etc. including supply, installation &
commissioning of furniture & electronics items in the New Fire Station Building
at Oil India Limited, Duliajan, Assam'** for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall
be signed by a person competent and having the power of attorney (Power of attorney
shall be annexed) to bind such Bidder.

BID SECURITY DECLARATION

(to be submitted on Bidder's letter head)

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

Sub: IFB No. CDI0105P23 for 'Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation& commissioning of furniture & electronics items in the New Fire Station Building at Oil India Limited, Duliajan, Assam'.

Dear Sir,

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**Name and Signature of
Authorized Signatory and Company Seal**

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

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

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

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

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

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

This guarantee is valid until the _____ day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Contd.....P/2

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

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

c. Further correspondence against BG towards Performance Security must contain the Contract Number.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of _____ for Rs. _____ (being **3% of Contract value**).

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

(a) PART-I indicating the General Conditions of this Contract;

Contd.....P/2

- | | |
|--------------|--|
| (b) PART-II | indicating the Schedule of work, unit, quantities & rates; |
| (c) PART-III | indicating the Special Conditions of Contract; |
| (d) PART-V | indicating the Safety Measures. |
| (e) PART-VI | indicating Integrity Pact (IP) |

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

For and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

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

Ref. No. _____

Date _____

**To,
GM- CONTRACTS (HoD)
Contracts Department,
OIL, Duliajan**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDI0105P23

Dear 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 PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Point No. '2' of Note TO BEC Clause No. 3.0 of Tender No. CDI0105P23

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do
hereby solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

UDIN:

Seal:

Membership Code & Registration No.:

Signature

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We M/s. are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender / Contract No.

BG issuing bank details:

Bank Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature _____
Name _____
Vendor Code _____
Email ID _____
Mobile No. _____

Encl. Original Bank Guarantee

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To,

Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be

irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been

received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)
Stamp

Attorney as per power of
Attorney No. _____
Dated _____

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

Ref. No. _____

Date _____

To,
GM- CONTRACTS (HoD)
Contracts Department,
OIL, Duliajan

SUB: UNDERTAKING FOR LOCAL CONTENT

Dear Sir,

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____ **‘Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation& commissioning of furniture & electronics items in the New Fire Station Building at Oil India Limited,’.**

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Notification No. FP-20013/2/2017-FP-PNG dated 17.11.2020 (or as amended from time to time). The percentage of Local Content is _____ % .

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

FORMAT FOR HINDRANCE REGISTER**Description of Project:**.....**Contract No. & Date:**.....**Contractor's Name:**.....**Scheduled Completion Date:**.....

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

**PROFORMA FOR DECLARATION OF MAKE & MODEL OF ITEMS TO BE
PROVIDED [IN TERMS SCC Clause No. 9.2]**

This is in connection with the Bid submitted by _____ against _____ for Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation & commissioning of furniture & electronics items in the New Fire Station Building at Oil India Limited, Duliajan, Assam.

With reference to above mentioned tender, I / we hereby confirm that if the contract under the above tender is awarded to me / us:

a) I / we will provide the following make & model of items against the corresponding Item Nos. as mentioned below:

Item No. of Part-II (SOQ)	Brief Description of item	Offered Make & Model
50	Chair for Participant	
60	Chair for Coordinator	
70	False Ceiling Works	
80	Acoustic Wall Panelling & Lighting	
140	Revolving Chair	
150	Visitor Chair	
180	LED TV	
220	Revolving Chair	
230	Visitor's Chair	
270	Visitor's Chair	
310	4 Seater Table	
320	Sofa 3 Seater	
330	Sofa 2 Seater	
340	Centre Table	
400	Controller with Digital Acoustic Feedback Suppressor	
410	Digital Discussion System with DAFS and Recorder	
420	Mixer Amplifier	
430	Handheld Wireless Microphone	
440	Premium Wall Speaker	
490	UHD Display	
500	Video Conferencing Solution	
510	Laptop	
520	Supply, Installation, Testing and Commissioning of LED 2x2 Luminaires	
590	Flush Door with Glass & Partition	
600	Blinds Vertical	
610	Blinds Roller	

b) I / we confirm that we have enclosed the data sheets & specifications from the OEMs / authorized dealers of the OEMs of all the above items along with our bid.

c) I / we also confirm that the make/model of the items offered by us and listed above are currently available in the market and we have enclosed necessary certifications from the OEMs / authorized dealers of the OEMs in this regard along with our bid.

d) I / we also confirm that the make/model of the items offered by us and listed above are equivalent to the desired make/model listed out in the tender and if in the decision of OIL/EIC, the same is not equivalent with the desired make/model listed out in the tender, I / we will provide replacement make/model as advised by OIL/EIC, without any additional cost implication.

e) I / we understand and accept that the decision of OIL regarding the equivalency of offered make/model with the desired make/model shall be final & binding upon me/us and I/we shall make no claim (monetarily or otherwise) in case the make/model offered by me/us is not found to be equivalent with the desired make/model listed in the tender.

f) I / we understand and accept that in case make/model of an item, as declared by me/us along with the bid, is unavailable on account of being out-of-production at the time of execution of the job, then within 7 (seven) days from the date of issue of order by EIC regarding requirement of the item, I/we shall notify OIL regarding the same with necessary documentary proof and offer replacement make/model with detailed specification sheet from the OEM/ authorized dealer of the OEM without any cost escalation (if any) on account of increase in price. However, in case of price reduction, I/we will pass on the benefit of the same to OIL. I / we also understand and accept that acceptance of such replacement make/model will solely be at the discretion of OIL/EIC and will be final & binding on me / us.

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

NOTE: This proforma 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.

COMPLIANCE SHEET

Bidder must submit this proforma along with their technical bids explicitly mentioning compliance / non-compliance to detailed NIT Specifications mentioned in Annexure-III of SCC of the tender document

Item No.	Item Detail	Bidder's Response (Noted/Complied/ Not Complied)
A	Conference Room	
10	Service Table	
20	Wall Display cum Cabinet	
30	U Shaped Centre Conference Table	
40	Side Conference Table	
50	Chair for Participant	
60	Chair for Coordinator	
70	False Ceiling Works	
80	Acoustic Wall Panelling & Lighting	
90	Wall Niche Designer	
100	Podium Wooden	
110	White Board	
B	CGM/ HOD Room	
120	File Cabinet cum Display Unit	
130	CGM Table	
140	Revolving Chair	
150	Visitor Chair	
160	Pinup Board	
170	Wall Panelling	
180	LED TV	
190	Award Display Shelve along With TV Shelf	
200	False Ceiling (Designer)	
C	Senior Executive Rooms	
210	Workstation Table	
220	Revolving Chair	
230	Visitor's Chair	
240	Pinup Board	
250	Filing Cabinet	
D	Library Room	
260	Office Desk cum Reading Table	
270	Visitor's Chair	
280	File/Books Cabinet	
E	Clerk's Room	
290	File Cabinet	
F	Tea Room/Pantry	
300	Cabinet (Modular)	

310	4 Seater Table	
G	Waiting Area	
320	Sofa 3 Seater	
330	Sofa 2 Seater	
340	Centre Table	
350	Partition for Waiting Area	
H	Fire Control Room	
360	Working Table	
370	Customized Table for Telephone & Walkie-Talkie	
380	File Cabinet Type L Type	
390	Pin Up Board	
I	Audio Visual System for Conference Room	
400	Controller with Digital Acoustic Feedback Suppressor	
410	Digital Discussion System with DAFS and Recorder	
420	Mixer Amplifier	
430	Handheld Wireless Microphone	
440	Premium Wall Speaker	
450	Accessories for Audio System	
460	4x4 HDMI Matrix Switch	
470	Audio De-embedder	
480	Accessories for Video System	
490	UHD Display	
500	Video Conferencing Solution	
510	Laptop	
J	Other Miscellaneous Works/Items	
520	Supply, Installation, Testing and Commissioning of LED 2x2 Luminaires	
530	Supplying & Fixing of Call Bell	
540	Supply, Installation, Testing & Commissioning of Audio Visual Alarm Integrated with Fire Call Telephone	
550	Tray Light	
560	COV Lights 12 Watt	
570	Supply, Installation, Testing & Commissioning of Fire Siren	
580	PA System for Control Room	
590	Flush Door with Glass & Partition	
600	Blinds Vertical	
610	Blinds Roller	
620	Name Plate for Executive Rooms	
630	Name Plate for Department	

Note: Following approved make items shall be accepted only:

MATERIAL	MAKE	Bidder's Response (Noted, Complied, Not Complied)
19 MM PLYWOOD	GREENPLY, GATTANI, CENTURY	
06 MM PLYWOOD	GREENPLY, GATTANI, CENTURY	
12 MM PLYWOOD	GREENPLY, GATTANI, CENTURY	
SOLID SURFACE	MERINO , LG , DULUX	
HARDWARE	IPSA,GODREJ, HETTICH,EBCO	
LAMINATES	GREEN,MERINO, AMULAYA	
EDGE BEND	REHAU, SQAURE ONE, PREGASIS	
Grid Ceiling Silhoutte	ARMSTRONG	
FALSE CEILING SECTION	ARMSTRONG, BORAL, INDIAN GYPSUM	
12.5 GYPSUM BOARD	ARMSTRONG, BORAL, INDIAN GYPSUM	
WALL PUTTY	NEROLAC , J K , ASIAN PAINTS	
PAINTS	NEROLAC, ASIAN PAINTS , BERGER	
COV	PHILIPS, SYSKA , HAVELLS	
BLINDS	NOVA , VISTA , HUNTER DOUGLAS	
TRAY STRIP LIGHT	PHILIPS, SYSKA , HAVELLS	
Furniture	Godrej/ Featherlite/ Methodex or as specified in specification	
Note: All items to be purchased shall be approved by OIL's in-charge before purchase/ installation after confirmation of colour/model & specification.		

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam					
DESCRIPTION OF WORK/SERVICE: Hiring of services for carrying out the interior works in Conference Room, HoD Room, Control Room, Executives Rooms, etc. including supply, installation & commissioning of furniture & electronics items in the New Fire Station Building at Oil India Limited, Duliajan, Assam.					
PRICE BIDDING FORMAT: E-TENDER No. CDI0105P23					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (Rs.) Excluding GST
			A	B	C = A * B
A	Conference Room				
10	Service Table	No.	1.00		-
20	Wall Display cum Cabinet	LS	1.00		-
30	U Shaped Centre Conference Table	No.	1.00		-
40	Side Conference Table	No.	2.00		-
50	Chair for Participant	No.	40.00		-
60	Chair for Coordinator	No.	2.00		-
70	False Ceiling Works	SQMT	106.00		-
80	Acoustic Wall Panelling & Lighting	SQMT	120.00		-
90	Wall Niche Designer	LS	1.00		-
100	Podium Wooden	No.	1.00		-
110	White Board	No.	2.00		-
Sub Total					-
B	CGM/ HOD Room				
120	File Cabinet cum Display Unit	No.	1.00		-
130	CGM Table	No.	1.00		-
140	Revolving Chair	No.	1.00		-
150	Visitor Chair	No.	10.00		-
160	Pinup Board	SQFT	32.00		-
170	Wall Panelling	SQFT	200.00		-
180	LED TV	No.	1.00		-
190	Award Display Shelve along With TV Shelf	LS	1.00		-
200	False Ceiling (Designer)	SQFT	504.00		-
Sub Total					-
C	Senior Executive Rooms				
210	Workstation Table	No.	4.00		-
220	Revolving Chair	No.	4.00		-
230	Visitor's Chair	No.	12.00		-
240	Pinup Board	SQFT	192.00		-
250	Filing Cabinet	No.	4.00		-
Sub Total					-

PRICE BIDDING FORMAT: E-TENDER No. CDI0105P23					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (Rs.) Excluding GST
D	Library Room				
260	Office Desk cum Reading Table	No.	1.00		-
270	Visitor's Chair	No.	12.00		-
280	File/Books Cabinet	No.	2.00		-
Sub Total					-
E	Clerk's Room				
290	File Cabinet	LS	1.00		-
Sub Total					-
F	Tea Room/Pantry				
300	Cabinet (Modular)	LS	1.00		-
310	4 Seater Table	No.	1.00		-
Sub Total					-
G	Waiting Area				
320	Sofa 3 Seater	No.	1.00		-
330	Sofa 2 Seater	No.	2.00		-
340	Centre Table	No.	1.00		-
350	Partition for Waiting Area	LS	1.00		-
Sub Total					-
H	Fire Control Room				
360	Working Table	No.	1.00		-
370	Customized Table for Telephone & Walkie-Talkie	LS	1.00		-
380	File Cabinet Type L Type	No.	1.00		-
390	Pin Up Board	SQFT	32.00		-
Sub Total					-
I	Audio Visual System for Conference Room				
400	Controller with Digital Acoustic Feedback Suppressor	No.	1.00		-
410	Digital Discussion System with DAFS and Recorder	No.	17.00		-
420	Mixer Amplifier	No.	1.00		-
430	Handheld Wireless Microphone	No.	2.00		-
440	Premium Wall Speaker	No.	8.00		-
450	Accessories for Audio System	LS	1.00		-
460	4x4 HDMI Matrix Switch	No.	1.00		-
470	Audio De-embedder	No.	1.00		-
480	Accessories for Video System	LS	1.00		-
490	UHD Display	No.	1.00		-
500	Video Conferencing Solution	No.	1.00		-
510	Laptop	No.	1.00		-
Sub Total					-

PRICE BIDDING FORMAT: E-TENDER No. CDI0105P23					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (Rs.) Excluding GST
J	Other Miscellaneous Works/Items				
520	Supply, Installation, Testing and Commissioning of LED 2x2 Luminaires	No.	18.00		-
530	Supplying & Fixing of Call Bell	No.	5.00		-
540	Supply, Installation, Testing & Commissioning of Audio Visual Alarm Integrated with Fire Call Telephone	No.	3.00		-
550	Tray Light	No.	10.00		-
560	COV Lights 12 Watt	No.	20.00		-
570	Supply, Installation, Testing & Commissioning of Fire Siren	No.	3.00		-
580	PA System for Control Room	No.	1.00		-
590	Flush Door with Glass & Partition	SQFT	140.00		-
600	Blinds Vertical	SQMT	82.00		-
610	Blinds Roller	SQMT	50.00		-
620	Name Plate for Executive Rooms	No.	50.00		-
630	Name Plate for Department	LS	1.00		-
Sub Total					-
Total Contract Cost (Excluding GST)					-
Applicable GST Rate (%)		Applicable GST#		Total (Rs.) (inclusive of GST)*	-
#Please select from Drop Down list.					
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.					
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST)					
3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.					
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.					
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.					
6. Refer to GCC & SCC for detail of GST.					
7. Refer to SOQ & SCC for Item detail Description.					
8. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.					

This cost is to be maintained under the "Total Bid Value" in the e-tender portal. Refer **Clause 10.0** of Forwarding Letter for details.

TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	BEC-BRC Clause No. 1.0	<p>The bidder must be incorporated/constituted in India and must maintain equal to or more than 20% local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.12.0020 by - MoPNG (including subsequent amendments thereof, if any) shall be applicable.</p> <p>If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.</p> <p>Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the percentage (%) of local content in their bid as</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		<p>per format prescribed in PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder), without which the bid shall be summarily rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.</p> <p>(b) Alongwith the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.</p>			
2	BEC-BRC Clause No. 2.1	<p>Experience: Bidder must have experience of executing at least one 'SIMILAR WORK' of minimum value ₹ 44,49,000.00 (Rupees Forty-Four Lakh and Forty-Nine Thousand) only in previous 07 (seven) years reckoned from the original bid closing date in in PSUs / Central Government / State Government Organization / Public Limited Company.</p>			
3	Notes to BEC-BRC Clause No. 2.1	<p>1. 'SIMILAR WORK' mentioned above means experience "Successful completion of renovation and/or interior works comprising false ceiling/wall paneling works including electrical works and supply, installation & commissioning of associated facilities like audio-visual system/furniture".</p>			
		<p>2. For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		<p>A. Contract document showing details of work, AND</p> <p>B. Completion certificate(s) or Payment certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work.</p> <p>The submitted document(s) must contain the following:</p> <ul style="list-style-type: none"> (i) Nature of job done and Work Order No. / Contract No. (ii) Gross Value of Work Done. (iii) Contract period and date of completion. 			
		<p>3. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e. mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 2.1 will only be treated as acceptable experience.</p>			
		<p>4. Following work experience will also be taken into consideration:</p> <ul style="list-style-type: none"> (i) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to 			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		<p>original bid closing date is equal to or more than the minimum prescribed value in the BEC.</p> <p>(ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.</p> <p>(iii) If the prospective bidder has executed a contract in which similar work is a component of the contract.</p> <ul style="list-style-type: none"> • In case the document submitted as per Point No. 2 above, are not sufficient to establish the value/quantity/period of the similar work against Para 4 (i), (ii) & (iii) above the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of SIMILAR work which should be certified by the end user or a certificate issued by a practicing Chartered/ Cost Accountant Firm (with Membership Number & Firm Registration Number). 			
		<p>5. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

4	BEC-BRC Clause No. 2.2	The Bidder or it's sub-contractor should have valid Electrical Contractor's License issued or recognized by Govt. of Assam. Necessary documents [self-attested by the bidder and sub-contractor (if applicable)] in this regard should be submitted along with the bid.			
5	Note to BEC-BRC Clause No. 2.2	In case the bidder engages sub-contractor for carrying out the electrical jobs then undertaking from the sub-contractor expressing his/her/their willingness to carry out the electrical jobs under the bidder must also be submitted along with the bid.			
6	BEC-BRC Clause No. 3.1	<p>Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least ₹ 53,48,100.00 (Rupees Fifty-Three Lakh Forty-Eight Thousand and One Hundred).</p> <p>Note: Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e. bidding entity, as the case may be) during a financial year" as per the Companies Act, 2013 Section 2 (91).</p>			
7	BEC-BRC Clause No. 3.2	<p>Net worth of bidder must be positive for preceding financial / accounting year.</p> <p>Note: The Net worth to be considered against the</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		Clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.			
8	Notes to BEC Clause No. 3.0	<p>1. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:</p> <p>(i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA-XI.</p> <p align="center">or</p> <p>(ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>*Note:</p> <ul style="list-style-type: none"> Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. In case the bidder is a Central Govt. organization / PSU / State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may 			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

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

TECHNICAL EVALUATION SHEET FOR BEC/BRC

9	BEC-BRC Clause No. 4.1	Bids are to be submitted under Single-Stage Two-Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the Price Bid should contain the quoted price.			
10	BEC-BRC Clause No. 4.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
11	BEC-BRC Clause No. 4.3	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Securing Declaration” (Proforma-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.			
12	BEC-BRC Clause No. 4.4	Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

13	BEC-BRC Clause No. 4.5	Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.			
14	BEC-BRC Clause No. 4.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
15	BEC-BRC Clause No. 4.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
16	BEC-BRC Clause No. 4.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
17	BEC-BRC Clause No. 4.9	Bids are invited under Single-Stage Two-Bid System . Bidders must submit both “Technical” and “Price” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under “Technical Attachment” Tab and the Priced Bid as per the PRICE BID FORMAT attached under			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		"Notes and Attachments".			
18	BEC-BRC Clause No. 4.10	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) Bid Securing Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages Clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact 			
19	BEC-BRC Clause No. 4.11	<p>There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

20	BEC-BRC Clause No. 4.12	Bid received with validity of offer less than 120 (One Hundred Twenty) days from Bid Closing Date.			
21	BEC-BRC Clause No. 4.13	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PART-VI of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.			
22	BEC-BRC Clause No. 5.1	Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.			
23	BEC-BRC Clause No. 5.2	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

23	BEC-BRC Clause No. 5.3	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.			
24	BEC-BRC Clause No. 5.4	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.			
25	BEC-BRC Clause No. 5.5	Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.			
26	BEC-BRC Clause No. 5.6	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.			
27	BEC-BRC Clause No. 5.7	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.			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

28	BEC-BRC Clause No. 5.8	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
29	BEC-BRC Clause No. 5.9	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
30	BEC-BRC Clause No. 5.10	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.			
31	BEC-BRC Clause No. 5.11	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
32	BEC-BRC Clause No. 6.1	In case bidder takes exception to any Clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the Clauses covered under BEC/BRC.			
33	BEC-BRC Clause No. 6.2	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of Clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC Clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.			
34	BEC-BRC Clause No. 6.3	If any of the Clauses in the BEC/BRC contradict with other Clauses of bidding document elsewhere, the Clauses in the BEC/BRC shall prevail.			
35	BEC-BRC Clause No. 6.4	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			
36	BEC-BRC Clause No. 6.5	OIL will not be responsible for delay, loss or non-receipt of applications for participating in			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		the bid sent by mail and will not entertain any correspondence in this regard.			
37	BEC-BRC Clause No. 6.6	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
38	BEC-BRC Clause No. 7.0	<p><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference policy-linked with Local Content (PP-LC) notified vide letter No. FP20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification No. FP20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.</p> <p>Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as PROFORMA-XIII) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

39	BEC-BRC Clause No. 8.0	COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			
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COMMERCIAL CHECK LIST

Bidder's Name: _____

TENDER No. CDI0105P23

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

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	Whether Bid Security Declaration submitted	
7.	Confirm to Submit Performance Security as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Bid Due Date / Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in	

	the bid document.	
12.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
18	Whether applying for Purchase Preference Policy (Linked With Local Content) (PP-LC)? (Yes/No)	

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

Signature _____

Name _____

Designation _____

Office Stamp _____