

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O. DULIAJAN-786602, ASSAM
E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

| | |
|--|--|
| IFB No. | CDI0705P16 |
| Description of Work / Service | RENOVATION OF CONTRACTS DEPARTMENT INCLUDING UPGRADATION OF ELECTRICAL NETWORK AND SUPPLY, INSTALLATION, COMMISSIONING OF ITEMS |
| Type of Bid | SINGLE STAGE TWO BID SYSTEM |
| Period of Sale of Bid Document | 30.03.2016 TO 21.04.2016 (up to 15:30 HRS) |
| Bid Closing / Opening Date & Time | 28.04.2016 (11:00 HRS / 14:00 HRS : Server Time) |
| Bid Submission Mode | Bid should be uploaded in OIL's e-Procurement portal. |
| Bid Opening Place | Office of the DGM (Contracts), Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602. |
| Priced Bid Opening Date & Time | Will be intimated to the eligible bidder(s) nearer time. |
| Cost of Bid Document | Rs. 1,000.00 |
| Bid Security (EMD) | <p>Rs. 2,97,300.00</p> <p>The Bid Security should be in the form of a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 150 days from the date of Technical bid opening) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E-procurement portal through the online payment gateway.</p> <p>Notes:</p> <p>a. In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of DGM (Contracts) <u>on or before Bid Closing date and time.</u></p> <p>b. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p> |
| Pre-Bid conference | <p>A pre-Bid conference will be held on 19.04.2016 at Duliajan, Assam, India for providing clarifications to prospective bidders on Bid Evaluation Criteria (BEC) / Bid Rejection Criteria, Terms of Reference/Technical Specifications, Terms and Conditions of the IFB to enable them to understand the exact requirement of the company. Bidders interested to attend the pre-bid conference should contact/intimate well in advance (at least 4 working days prior to pre-bid conference) for details of the venue & time, to the DGM (Contracts), Oil India Limited., P.O. Duliajan-786602, Phone: (91)374-2800548 / 2808655 / 2808664, Fax: (91)374-2803549, E-mail: contracts@oilindia.in</p> <p>At the most 2(two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.</p> <p>The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to DGM (Contracts), Oil India Limited., Duliajan-786602, Assam and ensure that it reaches DGM (Contracts) office at Duliajan at least 5 (five) working days prior to the date of pre-bid conference, i.e. on or before 14.04.2016. OIL shall reply / clarify their queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office. <u>The bidders who have paid tender fee will only be authorized to attend pre-bid conference.</u></p> |
| 2.0 For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of crossed "Payee Account only" Bank Draft/Banker's Cheque drawn by Bank and valid for 90 days from the date of issue of the | |

E-TENDER NO. CDI0705P16

same or in the form of Indian Postal Orders in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **DGM (Contracts), Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document. Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E- procurement portal.

2.1 In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No.: CDI0705P16

Description of Work / Services: Renovation of Contracts Department etc.

2.2 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents:

(i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL's e-tender prior to this tender.

3.0 No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

5.0 EXEMPTION OF TENDER FEE:

5.1 Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Govt. Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

5.2 In case of MSEs/CPSUs/ Govt. Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, OIL, Duliajan with documentary evidence before **07 days** of bid closing date.

6.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

6.1 Central Govt. department and Central Public Sector undertakings are exempted from submitting Bid Security.

6.2 If the bidder is a Micro or Small Enterprises (MSE) 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

7.0 Details of process for submission of Tenders Fees & 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>).

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

9.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

10.0 To participate in OIL's e-procurement tender, bidders should have a legally valid "**Class 3**" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. 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.

DATE:26.03.2016

**DGM (CONTRACTS)
FOR RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN**

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

RENOVATION OF CONTRACTS DEPARTMENT INCLUDING UPGRADATION OF ELECTRICAL NETWORK AND SUPPLY, INSTALLATION, COMMISSIONING OF ITEMS.

CONTRACT PERIOD: 210 (Two Hundred and Ten) days to be reckoned from the 30th day of issue of Letter of Intent/Award (LOI/LOA).

BID SECURITY: Rs. 2,97,300.00 (Rupees Two Lakhs Ninety Seven Thousand and Three Hundred only)

BID CLOSING/ OPENING DATE & TIME : 28.04.2016 (11:00 HRS/14:00 HRS)

a) **Bid Security** deposited vide On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee

No. _____ dated _____ of _____

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should reach the office of DGM (Contracts), OIL, DULIAJAN on or before bid closing date & time, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 10% of contract value** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

DGM (CONTRACTS)
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN – 786602
ASSAM

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 150 days from the date of opening of Technical Bid)** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit (except from those exempted) in the manner specified above will be summarily rejected.**

3.0 **Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the DGM (Contracts) in presence of authorized representative of the bidder.**

4.0 **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 "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

The bid and all uploaded documents must be Digitally signed using **"Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

*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.*

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

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.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 120 (One hundred & twenty) days from the date of Technical bid opening.

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

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

10.0 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.

10.1 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 copies of Service Tax and Central Excise Registration Certificate.

10.2 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 copies of Service Tax and Central Excise Registration Certificate.

10.3 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 copies of Service Tax and Central Excise Registration Certificate.

10.4 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 copies of Service Tax and Central Excise Registration Certificate.

10.5 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 copies Service Tax and Central Excise Registration Certificate.

10.6 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 copies of Service Tax and Central Excise Registration Certificate.

10.7 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 copies Service Tax and Central Excise Registration Certificate.

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

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above 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 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 liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

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

15.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

16.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

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

Forwarding Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part-I - General Conditions of Contract (GCC)

Part-II - Schedule of Work, Unit and Quantity (SOQ)

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Annexures, Drawings & Proformas

SPECIAL NOTE:

Please note that all tender forms (Forwarding Letter, BEC-BRC – Bid Evaluation Criteria & Bid Rejection Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed

envelope super scribed with Tender No. and due date to The DGM (Contracts), Contracts Department, Oil India Limited, Duliajan- 786602.

a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee)

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) must be received at OIL's DGM (Contracts) office at Duliajan on or before the bid closing date & time failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

19.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "Un-Priced Techno-Commercial" and "Priced" bid through electronic form in the OIL's e-Tender portal 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 Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

20.0 In Technical Bid opening, only "Technical RFx" Tab Page will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under "Technical RFx Response" Tab Page only. No price should be given under Technical RFx; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

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

21.0 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- Integrity Pact" 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.

(**Note:** Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: rajivmathur23@gmail.com has been appointed as Independent External Monitor).

22.0 SCREEN SHOTS:

Display RFX Response:

Go to this Tab “Technical RFX Response” for Uploading “Un-priced Techno-commercial Bid”.

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

RFX Response Number 60006452 RFX Number TEST2 Status Submitted Submission Deadline 13.04.2013 11:00:00 INDIA
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 4

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Partners and Delivery Information

Details Send E-Mail Call Clear

| Function | Number | Name | Valid fr |
|-------------------------------------|--------|------|----------|
| The table does not contain any data | | | |

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Un-priced Techno-Commercial Bid” and “Priced Bid” in the places as indicated below:

Edit RFX Response:

BID ON “EDIT” MODE

Area for uploading Un-Priced Techno-Commercial Bid*

Area for uploading Priced Bid**

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 5

Notes and Attachments

Notes

Add Clear

| Assigned To | Category | Text Preview |
|-------------------------------------|----------|--------------|
| The table does not contain any data | | |

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification

| Assigned To | Category | Description | File Name | Version | Processor | Checked |
|-------------------------------------|----------|-------------|-----------|---------|-----------|---------|
| The table does not contain any data | | | | | | |

Note :

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

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Price Bid. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI0705P16
INSTRUCTION TO BIDDERS**

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

2.0 BIDDING DOCUMENTS:

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

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Description of Work / Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BRC/BEC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- k) Annexures, Drawings & Proformas

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

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 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING 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 Bidding Documents by issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the “Technical RFx” area under the tab “External Area ➔ Amendments”. The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal [“Technical RFx” area under the tab “External Area ➔ Amendments”] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID:**(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vii) Integrity Pact.

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under “Technical RFx Response” Tab Page.

(B) PRICED BID:

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “PRICE BIDDING FORMAT” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for 120 (One hundred & twenty) days from the date of opening of the tender.

6.2 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 without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

7.0 FORMAT AND SIGNING OF BID:

7.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

8.0 SUBMISSION OF BIDS:

8.1 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 with organizations Name” digital certificates [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 “**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.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and 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.

8.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

8.3 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

8.4 Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

8.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

8.6 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 to be executed under this contract.

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

9.3 The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

10.0 LATE BIDS:

10.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

11.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

11.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 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.

13.0 BID OPENING AND EVALUATION:

13.1.1 The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical RFx Response" Tab Page only.

13.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

13.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

13.3 Bids which have been withdrawn pursuant to Clause 11.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

13.5 To assist in the examination, evaluation and comparison of bids, 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 at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

13.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

13.7 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.

13.8 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.

14.0 EVALUATION AND COMPARISON OF BIDS:

14.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

14.2 DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

14.3 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.

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

15.0 CONTACTING THE COMPANY:

15.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL 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 OIL vide sub-clause 13.5.

15.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

16.0 AWARD CRITERIA:

16.1 OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

17.1 OIL 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 OIL's action.

18.0 NOTIFICATION OF AWARD:

18.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

19.0 SIGNING OF CONTRACT:

19.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

19.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

19.3 This Performance Security must be valid for 90 days beyond defect liability period. 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.

19.4 The "Performance Security" will be refunded to the contractor after 90 days beyond defect liability period, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

21.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax (if applicable) as per the following Format

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

TAX INVOICE

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

Invoice Date.....

| Particulars | Amount (Rs) |
|--|-------------|
| Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....) | A |
| Add service Tax 14.5 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 14.5 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 14.5% on 40% of the value declared at (A) above.) | B |
| Total amount (Including service Tax) (A + B) | C |
| Less: Service Tax Payable by Oil India Limited under reverse charge | D |
| Net Bill Amount | E |

Signature of Proprietor/partner

1.0 BID EVALUATION CRITERIA (BEC):**1.1 Financial Criteria:**

(A) Annual Turnover of the bidder in any of preceding 3 financial years should be at least **Rs. 44,59,000.00 (Rupees Forty Four Lakhs Fifty Nine Thousand only)**

(B) Net worth of the bidder should be Positive for preceding financial / accounting year.

Note to Clause 1.1 (A) & (B) above: For proof of Annual Turnover & Net worth, **self attested** photocopies of following documents must be submitted along with the bid:-

(i) Audited Balance Sheet

AND

(ii) Profit and Loss account.

1.2 Technical Criteria: Bidder must have experience of at least one **SIMILAR work** of about **Rs. 74,31,000.00 (Rupees Seventy Four Lakhs Thirty One Thousand only)** in previous 7 (seven) years reckoned from the original bid closing date.

Notes to Clause 1.2 above:

1. "SIMILAR work" mentioned above means- Interior designing and decoration job including material supply awarded to the bidder by any of the following.

(i) Central/State Government Department

(ii) Public Sector Undertaking

(iii) Hotels (minimum 3 Star)

(iv) Multi National Corporation (MNC)

2. For proof of requisite experience of **SIMILAR work**, **self attested** photocopies of following documents must be submitted along with the bid:

(i) Contract documents showing details of works.

AND

(ii) Completion Certificate issued by Central/State Government Department/ Public Sector Undertaking/ Hotels (minimum 3 Star)/ Multi National Corporation (MNC) for the contract mentioned in Note-1 above showing:

(a) Contract number

(b) Gross value of job done,

(c) Contract period /Contract start and completion date.

Only LOI (Letter of Intent)/LOA (Letter of Award), Work Order copy is not acceptable.

3. **SIMILAR work** executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BRC.

4. In case the requisite experience of **SIMILAR work** is from Hotels (minimum 3 Star) then, **self-attested** copy of Classification Certificate in case of a Hotel rated 3 Star or above must also be submitted in addition to the documents to be submitted as per Note-2 above.

5. If the prospective bidder is executing **SIMILAR work** which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.

1.3 The Bidder or the 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 Clause 1.3 above: 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.

1.4 Prices 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.

1.5 Bidders are required to quote for all the items as per Price Bid Format. In case it is observed that any bidder has not quoted for any item in the Price Bid Format, the quoted price for the purpose of evaluation shall be considered as “ZERO”. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in overall quoted bid price and the same will be binding on the lowest evaluated bidder.

1.6 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 including statutory liabilities but excluding Service Tax as per Price Bid Format.

1.7 The evaluated Contract Value of the bidders shall include total value including material and services, inclusive of all taxes, duties, levies etc. (but excluding Service Tax) as applicable under this contract.

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

1.9 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.

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

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

1.12 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) Documentation required to be submitted by MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

2.0 BID REJECTION CRITERIA (BRC):

2.1 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

2.2 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.

2.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.

2.4 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.

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

2.6 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.

2.7 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.

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

2.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.

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

2.11 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.

2.12 Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

2.13 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.

2.14 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-IV**) along with data sheets, specifications & necessary certifications from the OEMs / authorized dealers of the OEMs. Offers without the enclosed **Proforma-IV** duly filled up will be rejected.

Notes to Clause 2.14 above:

1. 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.

2. 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.

3.0 GENERAL:

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

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

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

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

3.5 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.

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

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
Website: www.oil-india.com**

DESCRIPTION OF WORK/SERVICES:-

RENOVATION OF CONTRACTS DEPARTMENT INCLUDING UPGRADATION OF ELECTRICAL NETWORK AND SUPPLY, INSTALLATION, COMMISSIONING OF ITEMS.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at Contracts Department, OIL, Duliajan.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

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

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **210 (Two Hundred and Ten) days** to be reckoned from the 30th day of issue of Letter of Intent/Award (LOI/LOA). The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

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

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

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (the Contract price) is ₹ _____ (*Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.*) (₹ _____ only) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 90% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

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

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

19.1 GENERAL OBLIGATIONS OF COMPANY:

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

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. Special Conditions

~~a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.~~

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

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. ARBITRATION:

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

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

a) 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.

b) 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 |
|--|-----------------------------|---|
| Upto Rs. 5 Crore | Sole Arbitrator | OIL |
| Above Rs. 5 Crore | 3 Arbitrators | One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

c) 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.

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) 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.

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

g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

h) 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.

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

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

j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

l) 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.

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

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

The venue of all arbitrations under both 21.1 & 21.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

22. FORCE MAJEURE:

In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term force majeure as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

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

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

If deliveries is of bought out items and/or works to be executed by the contractor are suspended by force majeure conditions lasting more than 2 (Two) months, either party shall have the option.

23. LB. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

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

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

27.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS AND SERVICES

In normal case of works /service contracts, if the delay in completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty.

28.0 SUBCONTRACTING:

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

29.0 MISCELLANEOUS PROVISIONS:

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

30.0 LIABILITY:

30.1 Except as otherwise expressly provided, 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. 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.

30.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or 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.

30.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

30.4 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.

30.5 Except as otherwise expressly provided, 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 therefrom.

30.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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.

30.7 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.

30.8 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.

31.0 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.

32.0 INDEMNITY AGREEMENT:

32.1 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 subcontractors or their employees 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.

32.2 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, Contractor and subcontractors or their employees 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.

33.0 APPLICABLE LAW:

33.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

33.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

34.0 **TAXES:** Tax levied 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.

34.1 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

35.0 **SUBSEQUENTLY ENACTED LAWS:** In case of change in existing law / enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.

The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/ SERVICE: RENOVATION OF CONTRACTS DEPARTMENT INCLUDING UPGRADATION OF ELECTRICAL NETWORK AND SUPPLY, INSTALLATION, COMMISSIONING OF ITEMS.

Part-II (SOQ) Schedule of Work, Unit and Quantity

| Item No. | Description of Services | UOM | Quantity |
|----------|--|--------------|----------|
| 10 | Demolishing brick work (in cement mortar) manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. | CUBIC METER | 10.00 |
| 20 | Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead (of area 3 sq. metres and below) | EACH | 32.00 |
| 30 | Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead (of area beyond 3 sq. metres) | EACH | 1.00 |
| 40 | Dismantling cement asbestos or other hard board ceiling or partition walls including stacking of serviceable materials and disposal of unserviceable materials within 50 metres lead. | SQUARE METER | 525.00 |
| 50 | Dismantling wood work in frames, trusses, purlins and rafters up to 10 metres span and 5 metres height including stacking the material within 50 metres lead (Of sectional area below 40 square centimetres) | METER | 3,000.00 |
| 60 | Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix) | CUBIC METER | 5.00 |
| 70 | Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge. | CUBIC METER | 5.00 |
| 80 | Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 1:4 (1 cement : 4 coarse sand). | CUBIC METER | 8.00 |
| 90 | Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size). | CUBIC METER | 3.00 |
| 100 | Centering and shuttering including strutting, propping etc. and removal of form for Lintels, beams, plinth beams, girders, bressumers and cantilevers | SQUARE METER | 25.00 |
| 110 | Centering and shuttering including strutting, propping etc. and removal of form for Suspended floors, roofs, landings, balconies and access platform | SQUARE METER | 10.00 |
| 120 | 12 mm cement plaster of mix 1:4 (1 cement: 4 fine sand) at all heights upto 10 m | SQUARE METER | 200.00 |
| 130 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. Thermo-Mechanically Treated bars | KILOGRAM | 200.00 |
| 140 | Providing and fixing tiled false ceiling of approved materials of size 595x595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanized steel sections (galvanized @ 120 grams/ sqm, both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38 mm made from 0.30 mm thick (minimum) sheet, spaced at 1200 mm center to center and cross "T" of size 24x25 mm made of 0.30 mm thick (minimum) sheet, 1200 mm long spaced between main "T" at 600 mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600 mm and size 24x25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600 mm panel to form grids of 600x600 mm and wall angle of size 24x24x0.3 mm and laying false ceiling tiles of approved texture in the grid including, required cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats of size 27 x 37 x 25 x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm GI adjustable rods with galvanised butterfly level clips of size 85 x 30 x 0.8 mm spaced at 1200 mm center to center along main T, bottom exposed width of 24 mm of all T-sections shall be pre-painted with polyester paint, all complete for all heights as per specifications, drawings and as directed by Engineer-in-charge. 12.5 mm thick square edge PVC Laminated Gypsum Tile of size 595x595 mm, made of Gypsum plasterboard, manufactured from natural gypsum as per IS 2095 part I and laminated with white 0.16mm thick fire retardant PVC film on the face side and 12micron metalized polyester on the back side with all edges sealed with the face side PVC film which goes around and wraps the edges and is bonded to the edges and the back side metalized polyester film so as to make the tile a completely sealed unit. | SQUARE METER | 425.00 |

| Item No. | Description of Services | UOM | Quantity |
|----------|---|--------------|----------|
| 150 | Providing, fitting and fixing frame work for wall panelling with Hollock/Bonsum/Sundi battens of size 50mmx25mm fixed over tapering plugs made out of trapezoidal section having base 50mmx50mm at the bottom and 38mmx38mm at the top with depth of 50mm embedded in cement sand mortar in prop 1:3 and spaced 450mm to 500mm apart complete with counter sunk wood screw of 50mm length. | SQUARE METER | 85.00 |
| 160 | Applying priming coat With ready mixed pink or Grey primer of approved brand and manufacture on wood work (hard and soft wood) | SQUARE METER | 130.00 |
| 170 | Providing and fixing Teak wood lining (25 mm thick) with tongue and groove joint leaving a gap of 10mm as per drawing (Drawing-1) including fitting and fixing with countersunk screws with the frame work complete (frame work to be measured and paid separately) | SQUARE METER | 85.00 |
| 180 | Varnishing with varnish of approved brand and manufacture: Two or more coats of glue sizing with copal varnish over an under coat of flattening varnish | SQUARE METER | 130.00 |
| 190 | Polishing on wood work with ready mixed wax polish of approved brand and manufacture: New work | SQUARE METER | 130.00 |
| 200 | Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length. Kiln seasoned and chemically treated hollock wood | CUBIC METER | 1.50 |
| 210 | Providing and fixing 35 mm thick factory made laminated veneer lumber door shutter conforming to IS : 14616 and TADS 15:2001 (Part B), including ISI marked M.S. pressed butt hinges bright finished of required size with necessary screws, all complete as per directions of Engineer-in-charge and panelling with panels of 12 mm thick pre-laminated particle board (decorative lamination on both sides) grade - 1, medium density flat pressed, three layer particle board FPT - I or graded wood particle board FPTI, conforming to IS : 3087, bonded with BWP type synthetic resin adhesive as per IS : 848 and pre-laminated conforming to IS : 12823, Grade 1, Type - II marked | SQUARE METER | 60.00 |
| 220 | Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete: 200x10 mm | EACH | 26.00 |
| 230 | Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 125 mm | EACH | 52.00 |
| 240 | Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete. Twin rubber stopper | EACH | 26.00 |
| 250 | Providing and fixing bright finished brass 100 mm mortice latch and lock with 6 levers and a pair of lever handles of approved quality with necessary screws etc. complete. | EACH | 25.00 |
| 260 | Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete. | EACH | 26.00 |
| 270 | Providing and fixing anodized aluminium frame double leaf doors of approved brand (HINDALCO/NALCO/BALCO/JINDAL) with style size 45mm x 48mm x 3.2mm, top rails 50mm x 45mm x 2.5mm, lock rails 48mm x 45mm x 2.5mm, bottom rails 100mm x 45mm x 2.5mm fitted with taper clips of size 20mm x 15mm x 1.2mm complete with automatic floor mounted door closer, butterfly type handles, special cylindrical lock, concealed type aluminium tower bolt, neoprene dryset rubber gasket, door felt gasket, etc. complete as directed by the Department at all levels. Double leaf doors with 6mm clear glass | SQUARE METER | 2.52 |
| 280 | Providing and fixing anodized aluminium frame double leaf doors of approved brand (HINDALCO/NALCO/BALCO/JINDAL) with style size 45mm x 48mm x 3.2mm, top rails 50mm x 45mm x 2.5mm, lock rails 48mm x 45mm x 2.5mm, bottom rails 100mm x 45mm x 2.5mm fitted with taper clips of size 20mm x 15mm x 1.2mm complete with automatic floor mounted door closer, butterfly type handles, special cylindrical lock, concealed type aluminium tower bolt, neoprene dryset rubber gasket, door felt gasket, etc. complete as directed by the Department at all levels. Double leaf doors with pre-laminated board | SQUARE METER | 2.28 |
| 290 | Providing, fitting and fixing coloured (black/brown) anodised aluminium hollow section of approved brand (HINDALCO/NALCO/BALCO/JINDAL) of size 63.50mm x 38.10mm x 2.5mm thick for aluminium frame partition wall including aluminium cleat 32mm x 50mm x 4mm thick and fixing of glass panes and pre-laminated board with taper cleat 20mm x 15mm x 1.2mm thick, fixing glass planes with rubber gasket, screws, etc. as directed by the department at all levels. 12mm thick pre-laminated board (upto a height of 1200mm from floor) and 5mm thick frosted glass panes (from 1200mm to 1500mm height). | SQUARE METER | 19.50 |

| Item No. | Description of Services | UOM | Quantity |
|----------|---|--------------|----------|
| 300 | Providing and fixing partition upto ceiling height consisting of G.I. frame and required board, including providing and fixing of frame work made of special section power pressed/ roll form G.I. sheet with zinc coating of 120 gms/sqm(both side inclusive), consisting of floor and ceiling channel 50mm wide having equal flanges of 32 mm and 0.50 mm thick, fixed to the floor and ceiling at the spacing of 610 mm centre to centre with dash fastener of 12.5 mm dia meter 50 mm length or suitable anchor fastener or metal screws with nylon plugs and the studs 48 mm wide having one flange of 34 mm and other flange 36 mm and 0.50 mm thick fixed vertically within flanges of floor and ceiling channel and placed at a spacing of 610 mm centre to centre by 6 mm dia bolts and nuts, including fixing of studs along both ends of partition fixed flush to wall with suitable anchor fastener or metal screws with nylon plugs at spacing of 450 mm centre to centre, and fixing of boards to both side of frame work by 25 mm long dry wall screws on studs, floor and ceiling channels at the spacing of 300 mm centre to centre. The boards are to be fixed to the frame work with joints staggered to avoid through cracks, M.S. fixing channel of 99 mm width (0.9 mm thick having two flanges of 9.5 mm each) to be provided at the horizontal joints of two boards, fixed to the studs using metal to metal flat head screws, including jointing and finishing to a flush finish with recommended jointing compound, jointing tape, angle beads at corners (25 mm x 25 mm x 0.5 mm), joint finisher and two coats of primer suitable for board as per manufacture's specification and direction of engineer in charge all complete. 75 mm overall thickness partition with 12.5 mm thick double skin fire rated board conforming to IS: 2095: part I | SQUARE METER | 15.00 |
| 310 | Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS : 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), including grouting the joints with white cement and matching pigments etc., complete. (Size of Tile 600x600 mm) | SQUARE METER | 630.00 |
| 320 | Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), including grouting the joint with white cement & matching pigments etc. complete. (Size of Tile 600x600 mm) | SQUARE METER | 90.00 |
| 330 | Marble stone flooring with 18 mm thick marble stone, as per sample of marble approved by Engineer-in-charge, over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with grey cement slurry, including rubbing and polishing complete with Udaipur green marble for all type of slab, landing, tread & riser including skirting. | SQUARE METER | 41.00 |
| 340 | Extra for pre finished nosing to treads of steps of marble stone. | METER | 57.00 |
| 350 | Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite stone of Colour: "Absolute Black" / "Indian Premium Black" / "Jet Black" / "Premium Black" / "Telephone Black". Area of slab over 0.50 sqm. | SQUARE METER | 15.00 |
| 360 | Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS:15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. | SQUARE METER | 15.00 |
| 370 | Providing, fitting and fixing anodised aluminium framed glazed doors with partition walls partly glass and partly prelaminated board with anodized aluminium frame made of 100mm x 43mm x 2mm sections of approved brand (HINDALCO/NALCO/BALCO/JINDAL) with door styles of size 81mm x 43mm x 2mm, top rails 46mm x 43mm x 2mm, lock rails 81mm x 43mm x 2mm fitting with glazing clip, special type rubber gasket complete including hydraulic floor spring pivot, aluminium door handle lock, angles cleat etc. complete as directed by the department at all levels. 6mm thick glass panes | SQUARE METER | 13.00 |
| 380 | Supplying, fitting and fixing MAC blinds (Regular Vertical blinds - 89mm) complete as specified and directed by the department at all levels. | SQUARE METER | 116.00 |
| 390 | Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade. Two or more coats and including water thinnable priming coat with cement primer including repairing and scrubbing of all surface for preparation before applying of priming coat & distemper | SQUARE METER | 2,320.00 |
| 400 | Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved. | CUBIC METER | 50.00 |
| 410 | Point wiring | POINT | 174.00 |
| 420 | Light plug point wiring | METER | 630.00 |
| 430 | Circuit wiring: 2x2.5 sqmm+1x2.5 sqmm PVC wire | METER | 725.00 |
| 440 | Power wiring: 2 x 4 sqmm PVC wire + 1x4 sqmm PVC wire | METER | 1,134.00 |

| Item No. | Description of Services | UOM | Quantity |
|----------|---|--------|----------|
| 450 | Circuit wiring: 2x10 sqmm + 1x10 sq mm PVC wire | METER | 441.00 |
| 460 | Circuit wiring: 4x16 sqmm + 2x16 sqmm PVC wire | METER | 315.00 |
| 470 | 3 Module PVC box | NUMBER | 52.00 |
| 480 | 8 Module PVC box | NUMBER | 28.00 |
| 490 | 3 Module box with 6A S/S | NUMBER | 126.00 |
| 500 | 4 Module box with 16A S/S | NUMBER | 39.00 |
| 510 | 20A Metallic S/Socket with RCBO | NUMBER | 18.00 |
| 520 | 6A Modular Switch | NUMBER | 174.00 |
| 530 | Ceiling rose | NUMBER | 7.00 |
| 540 | Modular Regulator 120 W | NUMBER | 34.00 |
| 550 | Ceiling Fan, 1400 mm | NUMBER | 34.00 |
| 560 | Exhaust Fan, 300 mm | NUMBER | 7.00 |
| 570 | 36 W LED luminaire | NUMBER | 133.00 |
| 580 | Extra Down Rod | NUMBER | 34.00 |
| 590 | Single phase 63A MCB DB, 16 way | NUMBER | 15.00 |
| 600 | 160 A, 8 W, VTPN MCCB DB | NUMBER | 3.00 |
| 610 | 200 x 250 x 48 mm PVC board | NUMBER | 23.00 |
| 620 | 175 x 100 x 48 mm PVC board | NUMBER | 48.00 |
| 630 | Chemical Earth electrode | NUMBER | 2.00 |
| 640 | 25mmx6mm GI strap | METER | 32.00 |
| 650 | Electrical Panel | NUMBER | 1.00 |
| 660 | Wall mounted fan, 400mm | NUMBER | 2.00 |
| 670 | Supply & fixing of RJ - 11 Jack modules conforming to product code 'W26490' of MK Brand or its equivalent or as approved by EIC | NUMBER | 64.00 |
| 680 | Supply & laying of 5-pair PVC, Insulated, unarmored Telephone cable of nominal 0.5 mm each core diameter conforming to ITD specifications S/WS/113-C with latest amendments or its equivalent. One or more number of such cables shall be laid in the PVC channels as directed by EIC | METER | 600.00 |
| 690 | Supplying and installing perforated pre-painted M.S. cable trays of size 375 mm width X 62.5 mm depth X 2.0 mm thickness with perforation not more than 17.5%, in convenient sections, joined with connectors, suspended from the ceiling with M.S. suspenders including bolts & nuts, painting suspenders etc. as required | METRE | 44.00 |
| 700 | Supplying and installing perforated pre-painted M.S. cable trays bends of size 375 mm width X 62.5 mm depth X 2.0 mm thickness with perforation not more than 17.5%, joined with connectors, suspended from the ceiling with M.S. suspenders including bolts & nuts, painting suspenders etc. as required | EACH | 1.00 |
| 710 | Supply & Fixing of PVC conduits (1") including bends, elbows, connectors etc. as required. | METER | 600.00 |
| 720 | Supply and Fixing of PVC Flat Channels (25mm) including bends, elbows, connectors, end caps etc. as required. | METER | 900.00 |
| 730 | Supply & installation of Open frame 2-post rack 42U with following specifications/components: a. Open Rack/2 post/42U/Powder Coated - 1 No. b. High Density Vertical Cable Organizer/6 inch/Front & Back/45U - 2 Nos c. Cantilever Shelt / Type1/250 - 3 Nos d. Hor. Cable Organiser/1U/Channel on Front - 1 No. e. 1Ph, 230V, 16A, 2U Standard rack mount PDU (Power Distribution Unit) with 6 X Indian Round Pin 5/15A, Inlet Plug type 16A Indian Round Pin, 16A MCB - PDU Rating 3.6 KVA - 2 Nos f. Run-Way Kit-12 Inch - 1 No g. Mounting Hardware - 1 No | NUMBER | 1.00 |
| 740 | Providing, fitting and fixing in position 3-seater lounge seating system (Specifications with desired make & model as per Sl. No. 1.0 of Annexure-I) | EACH | 2.00 |
| 750 | Providing, fitting and fixing in position 2-seater lounge seating system (Specifications with desired make & model as per Sl. No. 2.0 of Annexure-I) | EACH | 2.00 |
| 760 | Providing, fitting and fixing in position glass top centre table (Specifications with desired make & model as per Sl. No. 3.0 of Annexure-I) | EACH | 1.00 |
| 770 | Providing, fitting and fixing in position glass top side table (Specifications with desired make & model as per Sl. No. 4.0 of Annexure-I) | EACH | 2.00 |
| 780 | Providing, fitting and fixing in position 14-seater Modular Conference table with wire manager in oval shape (Specifications with desired make & model as per Sl. No. 5.0 of Annexure-I) | EACH | 1.00 |
| 790 | Providing, fitting and fixing in position 9-seater Modular Conference table with wire manager in "U" shape (Specifications with desired make & model as per Sl. No. 6.0 of Annexure-I) | EACH | 1.00 |
| 800 | Providing, fitting & fixing in position High Back Conference Chair (Specifications with desired make & model as per Sl. No. 7.0 of Annexure-I) | EACH | 14.00 |

| Item No. | Description of Services | UOM | Quantity |
|----------|---|------|----------|
| 810 | Providing, fitting & fixing in position Very High Back Executive Chair (Specifications with desired make & model as per Sl. No. 8.0 of Annexure-I) | EACH | 1.00 |
| 820 | Providing, fitting & fixing in position High Back Executive Chair - Type#1 (Specifications with desired make & model as per Sl. No. 9.0 of Annexure-I) | EACH | 6.00 |
| 830 | Providing, fitting & fixing in position High Back Executive Chair - Type#2 (Specifications with desired make & model as per Sl. No. 10.0 of Annexure-I) | EACH | 15.00 |
| 840 | Providing, fitting & fixing in position Worstation Chair (Specifications with desired make & model as per Sl. No. 11.0 of Annexure-I) | EACH | 16.00 |
| 850 | Providing, fitting & fixing in position Visitor Chair - Type#1 (Specifications with desired make & model as per Sl. No. 12.0 of Annexure-I) | EACH | 25.00 |
| 860 | Providing, fitting & fixing in position Visitor Chair - Type#2 (Specifications with desired make & model as per Sl. No. 13.0 of Annexure-I) | EACH | 50.00 |
| 870 | Providing, fitting and fixing of Executive Desk Unit (Type#1) comprising of a) Executive Desk with Mobile Pedestal - 1 no. & b) Side Return Unit - 1 no. (Specifications with desired make & model as per Sl. No. 14.0 of Annexure-I) | EACH | 1.00 |
| 880 | Providing, fitting and fixing of Executive Desk Unit (Type#2) comprising of a) Executive Desk - 1 no., b) Mobile Pedestal - 1 no., c) Joining Top - 1 no. & c) Free Standing Return Desk - 1 no. (Specifications with desired make & model as per Sl. No. 15.0 of Annexure-I) | EACH | 4.00 |
| 890 | Providing, fitting and fixing of Executive Desk Unit (Type#3) comprising of a) Executive Desk - 1 no. & b) Side Unit - 1 no. (Specifications with desired make & model as per Sl. No. 16.0 of Annexure-I) | EACH | 12.00 |
| 900 | Providing, fitting and fixing in position Panel Based modular furniture system for 8 workstations. (Specifications with desired make & model as per Sl. No. 17.0 of Annexure-I) [Note: The entire Panel Based modular furniture system for 8 workstations will be considered as 1 SET] | SET | 1.00 |
| 910 | Providing, fitting and fixing of granite top pantry counter of size 900mm(L) x 600mm(B) x 900mm(H) comprising of with storage shelves and made of 19mm and 12mm thick ISI mark BWP grade plywood (borer proof) of approved make (Green Ply, National, NEFA or equivalent) finished with 4.0mm thick veneer sheet and complete with melamine polish on the external facia and internal painting after applying putty and primer including all hardware fittings and accessories etc. All edges sealed with hot pressed PVC edge beading or with teak wood mouldings complete in all respect. | EACH | 2.00 |
| 920 | Providing, fitting and fixing of floor mounted file storage cabinet of size 9300mm (L) x 400mm (B) x 900mm (H) with storage shelves and drawers (both lockable and open) and made 19mm and 12 mm thick ISI marked phenol bonded anti termite BWP grade ply board (Green Ply, National, NEFA or equivalent) and finished with 1.0mm thick laminate sheet and complete with internal painting after applying putty and primer, hardware fittings and accessories etc. All edges sealed with hot pressed PVC edge beading or with teak wood mouldings complete in all respect. | EACH | 1.00 |
| 930 | Providing, fitting and fixing of floor mounted file storage cabinet of size 6000mm (L) x 400mm (B) x 900mm (H) with storage shelves and drawers (both lockable and open) and made 19mm and 12 mm thick ISI marked phenol bonded anti termite BWP grade ply board (Green Ply, National, NEFA or equivalent) and finished with 1.0mm thick laminate sheet and complete with internal painting after applying putty and primer, hardware fittings and accessories etc. All edges sealed with hot pressed PVC edge beading or with teak wood mouldings complete in all respect. | EACH | 1.00 |
| 940 | Providing, fitting and fixing of storage cum filing cabinet of size 3600mm (L) x 400mm (B) x 900mm (H) and made of 19mm and 12mm thick ISI mark BWP grade plywood (borer proof) of approved make (Green Ply, National, NEFA or equivalent) finished with 4.0mm thick veneer sheet and complete with melamine polish on the external facia and internal painting after applying putty and primer including all hardware fittings and accessories etc. All edges sealed with hot pressed PVC edge beading or with teak wood mouldings complete in all respect. The design of the cabinet will have a combination of double leaf shutters, drawers and open shelves. | EACH | 1.00 |
| 950 | Providing, fitting and fixing of floor mounted file storage cabinet of size 900mm (L) x 400mm (B) x 1950mm (H) with storage shelves (both lockable and open) and made 19mm and 12 mm thick ISI marked phenol bonded anti termite BWP grade ply board (Green Ply, National, NEFA or equivalent) and finished with 1.0mm thick laminate sheet and complete with internal painting after applying putty and primer, hardware fittings and accessories etc. All edges sealed with hot pressed PVC edge beading or with teak wood mouldings complete in all respect. | EACH | 8.00 |
| 960 | Providing, fitting and fixing of floor mounted cabinet for printer and peripherals of size 900mm (L) x 450mm (B) x 750mm (H) with storage shelves and drawers and made 19mm and 12 mm thick ISI marked phenol bonded anti termite BWP grade ply board (Green Ply, National, NEFA or equivalent) and finished with 1.0mm thick laminate sheet and complete with internal painting after applying putty and primer, hardware fittings and accessories etc. All edges sealed with hot pressed PVC edge beading or with teak wood mouldings complete in all respect. | EACH | 3.00 |

| Item No. | Description of Services | UOM | Quantity |
|----------|---|--------|----------|
| 970 | Providing, fitting and fixing of white board of size 900mm x 600mm of make ALKOSIGN or equivalent. | EACH | 18.00 |
| 980 | Supply, installation & commissioning of Integrated Digital Podium with Gooseneck Visualiser (Document Camera) (Specifications with desired make & model as per Sl. No. 18.0 of Annexure-I) | NUMBER | 1.00 |
| 990 | Supply, installation & commissioning of 75" 4K LED TV with stand (Minimum desired specifications with make & model as per Sl. No. 19.0 of Annexure-I) | NUMBER | 1.00 |
| 1000 | Providing, fitting and fixing in position 3D LED Stainless Steel Lettering (Design & Dimensions as per Sl. No. 20.0 of Annexure-I) | SET | 1.00 |
| 1010 | Providing, fitting and fixing in position wall mounted Paper Towel Dispenser & wall mounted Waste Receptacle. Each Set to consist of 01 no. Paper Towel Dispenser & 01 no. wall mounted Waste Receptacle (Specifications with desired make & model as per Sl. No. 21.0 of Annexure-I) | SET | 6.00 |
| 1020 | Supply, installation & commissioning of Auto feed shredder (Specifications with desired make & model as per Sl. No. 22.0 of Annexure-I) | NUMBER | 6.00 |
| 1030 | Supply, installation & commissioning of RFID based access control system (Components to be provided as per Sl. No. 23.0 of Annexure-I) | SET | 1.00 |
| 1040 | Supply, installation & commissioning of 32" LED TV (Minimum desired specifications with make & model as per Sl. No. 24.0 of Annexure-I) | NUMBER | 1.00 |
| 1050 | Supply, installation & commissioning of 6 Way Dual Arm Swivel Tilt Wall mount for 32" LED TV having adjustable tilt +10 degrees and -2 degrees, 180 degree left and right adjustable. Make & Model: Tanotis TAN WVM 52A 600105 or equivalent | NUMBER | 1.00 |
| 1060 | Supply & installation of 4-Socket Surge Protector. Make & Model: Belkin F9E400zb1.5MGRY or equivalent | NUMBER | 32.00 |
| 1070 | Supply, installation & commissioning of Network Printer. Make & Model: HP LaserJet Enterprise 600 Printer M602dn or equivalent | NUMBER | 3.00 |
| 1080 | Supply, installation, testing & commissioning of 1.5 TR 5 star Window Air Conditioner. Make & Model: LG-LWA5CP5F or equivalent. | NUMBER | 11.00 |
| 1090 | Supply, installation, testing & commissioning of 1.5 TR 5 star Split Air Conditioner (inclusive of outdoor unit wall hang bracket). Make & Model: Carrier-Octra or equivalent. | NUMBER | 10.00 |
| 1100 | Supply, installation, testing & commissioning of Caller Id corded telephone instrument. Make & Model: Panasonic KX-TSC62SXB or equivalent. | NUMBER | 10.00 |

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| 1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence. |
| 2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor. |
| 3. 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 "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected. |
| 4. Detailed description/specification for Item Nos. 410-660 can be found under Section-III of Part-III (SCC). |
| 5. Mobilisation Period: 30 (Thirty) days from issue of LOA. |
| 6. Tenure of Agreement: 210 (Two Hundred and Ten) days to be reckoned from the 30th day of issue of Letter of Intent/Award (LOI/LOA) |
| 7. The quantities mentioned above are for evaluation purpose only. However, payment shall be made as per actuals. |

SECTION-I**GENERAL INTRODUCTION:**

Oil India Limited (OIL)'s Contracts Department is located at Duliajan, Dist. Dibrugarh, Assam-786602. The work is to be carried out for **“RENOVATION OF CONTRACTS DEPARTMENT INCLUDING UPGRADATION OF ELECTRICAL NETWORK AND SUPPLY, INSTALLATION, COMMISSIONING OF ITEMS”**.

The following special terms and conditions of contract shall supplement the General Conditions of Contract. Where any portion of the General Condition of Contract is repugnant to or in variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

DEFINITIONS & INTERPRETATIONS:

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

- (A) **Company:** Shall mean Oil India Limited 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.
- (B) **Contractor:** Shall mean the person or persons, firm or company or corporation incorporated in India or abroad whose bid has been accepted by Oil India Limited and includes contractor's legal representatives, his successors and permitted assigns.
- (C) **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 company or its Engineer In-charge and legal representatives, successors and permitted assigns of such persons, firm or Company.
- (D) **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.
- (E) **Work:** Shall mean and include all items and things to be supplied / done and services, activities to be perform by the contractor in accordance with contract or part thereof as the case may be and shall also include all extra, additional, altered or substituted works as required for the purpose of the contract.
- (F) **Contract:** Shall mean the agreement between the company and the contractor for execution of the works including therein all contract documents.
- (G) **Contract documents:** Shall mean collectively the tender documents, designs, drawings, specifications, schedule of quantities, rates, letter of acceptance and agreed variation if any, and such other documents constituting the tender acceptance thereof.
- (H) **Drawings:** Shall includes plans, maps and tracing or prints and sketches thereof with any modification approved by Engineer in-charge and such other drawings as may from time to time, be furnished and approved in writing by the company /Engineer In-charge.
- (I) **Specification:** Means and includes all technical specifications, provision attached and referred to the tender document regarding method and manner of performing the work and qualities of the work materials to be furnished under the contract and also as modified by company / Engineer in-charge during the execution of contract in the best interest of work.
- (J) **Temporary works:** Shall mean all temporary works of every kind required, in or about the execution, completion or maintenance of work.

- (K) **Permanent works:** Shall mean and includes works which will be incorporated in and from a part of the work to be handed over to the company by the contractor on completion of the contract.
- (L) **Construction equipment:** Shall means all appliances/ equipments and things what so ever nature for the use in or for the execution, completion, operation or maintenance of the work or temporary work. This does not include materials or things intended to form or to be incorporated into the permanent work.
- (M) **Change order:** Mean an order given in writing by the Engineer in charge to effect additions to or deletion from and alteration in the works.
- (N) **Completion Certificate:** Shall mean the certificate to be issued by Engineer in charge when the works has been completed in accordance with the contracts documents to the satisfaction of Engineer In-charge.
- (O) **Final certificate:** Mean the certificate regarding the satisfactory compliance of various provision of the contract by the contractor issued by Engineer In-charge/company after the period of defect liability is over.
- (P) **Defect liability period:** Mean the specified period from the date of completion certificate upto the date of issue of final certificate during which the contractor stands responsible for rectifying all defects that may appear in the works executed by the contractor in pursuance of the contract and includes warranties against manufacturing/ fabrication/ erection/ construction defects covering all materials plants, equipment, components and the like supplied by the contractor, works executed lacks workmanship.
- (Q) **Site:** Shall mean the land and/ or other places on, under, in, or through which the works are to be executed or carried out or service rendered; and any lands or places provided by the company for the purpose of contract.
- (R) **Mobilization:** Shall mean establishment of adequate infrastructure by contractor at site consisting of construction equipment aids tools tackles, setting of site office mobilization of manpower and other utilities so as to be in a position to commence execution of work in accordance with agreed time schedule for completion of work as per contract.
- (S) **Commissioning:** Shall mean pressing into service of the systems including the plant equipments, machineries or any other part or subsection of installations pertaining to the works.
- (T) **Contract price:** Shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the entire execution and completion of the work, including modification change order.
- (U) **Approved:** Shall mean approval in writing in respect of all documents, drawing and other particular in relation to the contract.
- (V) **Language:** Language in use for communication, instruction, drawings, notes etc. shall be in English.
- (W) **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.
- (X) **Month:** Shall mean a calendar month as per Gregorian calendar.
- (Y) **Year:** Shall mean calendar year as per Gregorian calendar.
- (Z) **Working day:** Means any day which is not declared to be holiday by the company.
- (A1) **Metric System:** All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

(B1) 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.

(C1) Gross Negligence: Shall mean any act or failure to act 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.

1.0 NAME OF THE WORK:

Renovation of Contracts department including upgradation of electrical network and supply, installation, commissioning of items shall be carried out as described in SOQ. Any other item not specifically mentioned but required for completing the work shall also be executed.

2.0 (A) All works shall be operated as per items given in SOQ and those items which are not available in SOQ and required to be operated as per requirement, will be carried out as Extra items and rates will be derived for extra items as per the provision made in the tender/contract. The jobs of specialized in nature shall be got executed through the specialized agencies only, by the contractor. Before getting executed such jobs the contractor is required to get the agency approved from the EIC. **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.

2.0 (B) The existing layout of Contracts Department is enclosed as **Annexure-II**. The proposed layout after the completion of the job under this contract is enclosed as **Annexure-III**. The contractor should note that the proposed layout is only tentative and the final layout may vary depending on the site conditions at the time of execution of the job as directed / approved by Engineer-in-charge.

2.1 The unserviceable old/ damaged fittings/ dismantled materials/ rubbish shall be taken out immediately and disposed off at the designated site where dumping of such materials is not prohibited by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved. OIL shall provide space for storage of the dismantled materials within 50 metres lead as per direction of Engineer-in-charge. It may be noted that the dismantled material shall be credited to the contractor except certain material asked by OIL to be kept for future use.

The above gives the general scope of work, however, contractor is supposed to acquaint himself of various items as detailed in SOQ. The bidder is advised to see the site conditions and nature of job before quoting his rates. It shall be taken that bidder has seen the site conditions and no claim on this account shall be entertained at a later date. Job shall be done in strict compliance with tender specifications.

The various items to be operated has been dealt in Price Bidding Format attached with tenders documents. **The rates should include supply of all materials, man power, equipments, consumables, taxes & duties (except Service Tax), royalties, profits and overheads like Labour License, Insurance etc. required for the job as per specifications and SOQ.**

2.2 CONTRACTOR PERSONNEL AT SITE:

2.2.1 List of persons employed by Contractor for the subject work mentioning their residential address shall be submitted to OIL (As per format vide enclosed **Annexure-IV**) within 30 (thirty) days from the day of issue of LOI/LOA. If required necessary verification from Police / Gram Pradhan shall have to be submitted by the contractor.

2.2.2 The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep OIL indemnified against all losses, damage and claims arising thereof.

2.2.3 The personnel engaged by the Contractor shall be subject to security check by OIL's security staff while entering/leaving the premises. The contractor & his personnel shall be required to follow the rules and

regulations of OIL in force from time-to-time. The contractor may also be required to provide photo passes to the personnel required by him for security and safety reasons and furnish the details of the same when asked for.

2.2.4 No other person except Contractor's authorized representative shall be allowed to enter OIL premises. Contractor shall also not entertain any outsider or extend any service beyond OIL's premises. Entry of Contractor's persons shall be regulated with proper identity/gate pass.

2.2.5 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to OIL shall be recovered from the Bills/ Final bill of the Contractor.

2.2.6 Contractor shall provide all necessary tools and tackles, equipments, safety belt, safety net, wheel burrow, scaffolding, ladders, drilling m/c & safety equipment etc. Required to carry out job at his cost and material used by Contractor shall be of standard make and approval of Engineer-In-Charge shall be taken for the same.

2.2.7 OIL also reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if in the opinion of OIL, his behaviour/performance is not up to the mark and/or found indulging in unlawful activities, Contractor shall immediately comply with such instructions.

2.2.8 It will be the responsibility of contractor to ensure that their personnel behave in a proper manners and behaviour.

3.0 CONDITIONS:

3.1 The tenderer / contractor must visit the premises viz., Contracts Department as different works/items mentioned in SOQ for renovation of Contracts Department are to be carried out in line with already operational department premises. The contractor has to ensure minimum obstruction within the departmental premises. Further, during office timings, it is to be ensured by the contractor that minimum noise is created which do not affect the working of OIL employees. Necessary cutting of Marble/Granite/Stone/material etc. is to be carried out at the site designated by the Engineer-In-Charge and cut stones/material are brought to OIL's site for necessary fixing. The activities are to be carried out in such a manner that dismantled materials do not fall directly on the floor, necessary arrangement for the same is to be made by the contractor. The job of renovation of Contracts Department is to be carried out in phases as directed by the Engineer-In-Charge and the tenderer / contractor shall have no objection in this regard. The work area/areas are to be effectively covered by the contractor at his own cost so that there is no spillage of dust, material, etc in balance area of the Contracts department. The working area is to be kept neat & clean by the contractor at his/her/their own cost for which necessary man power/ equipments are to be provided by the contractor. The contractor must visit the premises viz., Contracts Department and ascertain the type and nature of work before quoting the rates. It is understood that the tenderer / contractor has satisfied himself of the information and knowledge required before bidding and as such quoted rates shall remain firm during the currency of the contract.

3.2 The quoted rates shall include all costs, transportation of material to and from the premises as and when required. Nothing extra is payable on this account. Transportation of any wastage, exchange of rejected or defective material, surplus material etc. shall have to be arranged by the tenderer/contractor at his own risk and costs. **Also any material brought inside or taken out of the premises shall have necessary prior permission to do so.**

3.3 The quoted rates shall also include VAT, duties and royalties and any other tax (**except Service Tax**). The rates shall also be deemed to include cost towards all essential tools and tackles and any other material that may have to be taken up for the effective completion of this contract.

3.4 For the execution of this Contract Agreement, Engineer-in-charge (EIC) would mean the person nominated by Oil India Limited (OIL) for this purpose or person(s) duly authorized by EIC.

3.5 The period of this contract shall be as per Clause No. 8.0 of Special Condition of Contract.

3.6 Tenderer/Contractor has to make all the arrangements for tests / inspection either at site or elsewhere at his own cost and expenses. The tenderer/contractor shall arrange for the necessary quality tests at his own cost from the reputed laboratory, if required to be done for such items which are not ISI marked or if there is any doubt on the quality of ISI marked material. **Contractor has to bring the material at site as per the approved make** and for the material for which approved make is not stipulated in the tender same shall be brought of ISI marked as per direction of EIC. The material required for sampling for testing as per the CPWD specification. Material not found conforming to any of such tests shall have to be unconditionally replaced by the tenderer/contractor and any damage caused by its use be made good by him.

3.7 The drawings, conditions, specifications and schedule of quantities forming contract document are explanatory and are complementary to one another representing together with the work/installation to be carried out. In case of doubt, the matter shall be discussed with EIC and necessary clarifications obtained. If neither the drawing nor the specifications, the schedule of quantities include any provisions which are absolutely necessary to complete the work as per drawings, the contractor shall provide the same, contained in any one viz (i) the drawings, (ii) the specifications and (iii) the schedule of quantities but not specifically appearing in the other all such parts of the contract document and the work shall be executed accordingly.

3.8 The contract shall be carried out in workmen like manner and the workers will abide by all OIL rule and norms while inside the premises. They shall also restrict movement to their place of work only. The workmen shall work in close co-ordination of any other agencies working at site. This shall be adhered to at no extra cost.

3.9 The tenderer/contractor shall be responsible for any injury caused to persons, animals or things (fittings/fixtures/furnishings etc.) any damage caused to any property of OIL etc. which may arise from the operations or neglect of any person of the tenderer/contractors or any person engaged by him for any purpose related to the execution of this contract. This clause shall include inter alia, any damage to buildings, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The tenderer/contractor shall indemnify OIL of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of the above. The tenderer/contractor shall further make good all damaged caused thus either to OIL or to any third party.

3.10 The contractor shall indemnify OIL under Workmen's Compensation Act, Fatal Accident Act, Personal Injuries Act, Insurance Act etc. and or their Industrial Legislation in force from time to time. The contractor / tenderer shall indemnify OIL for compliance to the labour laws.

3.11 In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred thereon will be borne entirely by the tenderer/contractor. OIL shall be totally indemnified of any liability whatsoever.

4.0 SCOPE OF SUPPLY:

All materials, manpower, equipments 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.

Layout/Drawings will be as detailed in the Contract Agreement. If for any item, specific drawing is required, the contractor has to make arrangement at his own cost to provide the same within 03 (three) days for approval of EIC, necessary changes/suggestions in the drawings as deemed fit by EIC is to be made by the contractor. No extra cost will be paid to the contractor on this account.

5.0 WATER & POWER SUPPLY:

Water and power shall be provided by OIL, free of cost. The contractor shall not tap any fire hydrant /water point/ electrical point before obtaining prior approval of the EIC. Water and electricity shall be made available at specified locations as per the decision of EIC and the contractor shall make his own arrangement for distribution of water and power by use of pipes / cables etc.

6.0 TERMS OF PAYMENT:

(A) PAYMENT OF RUNNING BILL:

90% of rate shall be paid on completion of item(s)/work & balance 10% along with Final Bill on site clearance and handing over of works complete in all respect as certified by Engineer In Charge in the running bill. Payment against running bill will be on a monthly basis as per the joint measurement for item(s)/work carried out during the month and as certified by the EIC. The contractor shall submit bills in three copies along with joint measurements and all supporting documents. Contractor shall submit the bill with their supporting documents for the checking of the OIL engineer. The contractor shall inform the EIC or his representative well in advance for recording the joint measurement **and shall submit the bills after joint measurement.**

OIL shall make the payments of running bills within 30 (Thirty) days of submission of the bill. The Payment may be made through e-banking for which tenderer/contractor has to provide the details of his/her/their account with any Indian schedule bank having e-banking facilities.

This payment will be made after making necessary deductions as stipulated elsewhere in the contract document.

(B) PAYMENT OF FINAL BILL:

(i) Contractor must submit his final bill within **60 (Sixty) days** of completion of the work and payment of the final bill shall be made to the contractor within 120 days of the submission of the bill on joint measurement and after completion of all obligations under the contract, site clearance certificate etc.

(ii) **No Demand Certificate:** The contractor shall submit final bill along with No Objection Certificate (NOC). The final bill shall be processed only on submission of NOC, otherwise final bill will be paid only after one year of submission of the same, as per OIL's records.

7.0 COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

The contractor is responsible for compliance of the points given below under this contract:

- (i) No Labour below the age of eighteen [18] years shall be employed on the work.
- (ii) Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- (iii) Contractor shall at his expense comply with all Labour laws and keep the Company indemnified in respect thereof.
- (iv) Contractor shall pay equal wages for men and women in accordance with applicable Labour laws.
- (v) 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.
- (vi) Contractor shall employ labour in sufficient numbers either directly or through Sub-Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the EIC.
- (vii) Contractor shall furnish to EIC 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 EIC 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.

(viii) Contractor shall comply with the provisions of the Payment of Wages Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Companies Liability Act 1938, Workmen's 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 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

(ix) EIC 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-fulfilment 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.

(x) 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.

8.0 EFFECTIVE DATE OF CONTRACT:

The effective date of start of contract shall be reckoned from the 30th day of issue of Letter of Intent/Award (LOI/LOA). Within the duration of **30 (Thirty) days** from the day of issue of Letter of Intent/Award (LOI/LOA) the contractor must also mobilise all material, manpower, tools & tackles at the site for commencement of the work.

9.0 TIME SCHEDULE:

Total period of contract for this work will be for **210 (Two Hundred and Ten) days** to be reckoned from the 30th day of issue of Letter of Intent/Award (LOI/LOA). Time is the essence of the contract and as such as every effort should be made to complete the work within prescribed time period for the execution of the work as contemplated under this contract. OIL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 (Thirty) days notice to the contractor.

10.0 ORDER OF PRECEDENCE:

Except otherwise provided in the contract, the provision of GCC and SCC prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory of one another. However, in case of any ambiguity/ discrepancy the same shall be clarified by Engineer-in charge, who shall there upon issue instruction in the matter. Unless otherwise specified in the contract priority of document forming the contract shall be as follows:

- 1) Contract agreement
- 2) The Letter of Award/Acceptance
- 3) The Instruction to Bidders
- 4) Special Condition of Contract
- 5) General Condition of Contract
- 6) Any other document forming part of the Contract

11.0 EXTRA ITEMS/SUBSTITUTED ITEMS:

The rates for extra items/substituted items of work, ordered to be operated /executed shall be derived as under:

- a) If the item of work is similar to the item for which, the bidder has quoted rates in Price Bidding Format the quoted rate shall be applicable.
- b) If the rate for the item does not appear in the Price Bidding Format quoted by the bidder, the rate shall be derived from similar items of work.
- c) The rates for those items of work which cannot be derived from quoted rates in the Price Bidding Format, shall be derived from the prevailing market rates of material and labour plus 10% towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be final and binding on the contractor.

For this purpose and for the purpose of sub-clause (c) above, the coefficient of labour, material and wastage shall be adopted from the CPWD analysis of rates/standard schedule of rates (along with standard escalation, if applicable) as decided by the Engineer –in charge. The contractor shall submit vouchers /quotations in proof of rates paid /likely to be paid for material and labour.

Above provisions for derivation of rates of extra items/substituted items shall supersede the provisions indicated in GCC.

12.0 INCOME TAX:

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR's bills as per Income Tax and quoted rates shall be deemed to include this.

13.0 TAXES, DUTIES, OCTROI, LEVIES ETC:

13.1 Quoted rates / prices should be inclusive of all taxes and duties like Excise Duty, Municipal Tax, & other applicable taxes **EXCEPT Service Tax**. Quoted rates should be firm and valid till the complete execution of the order. No escalation on whatsoever account shall be paid under this contract.

13.2 Any statutory variations in excise duty & sales tax on finished product during the Contractual Completion Period, shall be to the Company's account for which the Contractor will furnish documentary evidence(s) in support of their claims to OIL. However, any increase in the rate of Excise Duty and Service Tax beyond the Contractual Completion Period shall be to Contractor's account and any decrease shall be passed on to OIL.

13.3 Contractor agrees to & does hereby accept full & exclusive liability for the payment of any and all taxes, duties, including excise duty, sales taxes, Octroi, etc. now in force and hereafter increased, imposed or modified, from time to time in respect of works and materials and all contributions and taxes for insurance now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor & the Contractor shall be responsible for the compliance of all sub-Contractors, with all applicable Central, State, Municipal and local law & regulation and requirement of any Central, State or local Government agency or authority. Contractor further agrees to defend, indemnify & hold Company harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or sub-Contractor of such laws, suits or proceedings that may be brought against the Company arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per rules & regulations in force in accordance with acts prevailing from time to time.

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

13.5 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

13.6 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.

13.7 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.

13.8 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

13.9 Service Tax: The price excludes Service Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.

14.0 **WARRANTY & REMEDY OF DEFECTS:**

Defects Liability Period [Twelve months' period of liability from the date of issue of completion certificate]:

The Contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the 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 fulfill 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.

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.

15.0 **INSPECTION OF THE WORK:**

The work is subject to inspection at all times by the Engineer-In-Charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender. **The technical documents, specifications, work procedure, working drawings, relevant codes of practice etc shall also be provided to the contractor as and when required during the execution/performance of the work. The contractor is bound to follow all the technical documents, specifications, work procedure, working drawings, relevant codes of practice etc provided by Engineer In Charge.**

The contractor shall take the prior approval of all the materials to be used in this contract.

The contractor shall engage approved expert agencies /personnel for carrying out the job of flooring, false ceiling, interiors, cladding, electrical works, information technology (IT) works etc., necessary approval for the same is to be obtained from EIC before carrying out the job. If any approved agency/personnel engaged by the contractor is felt unfit for carrying out the quality job at a later stage by the EIC, the same is to be immediately removed from the site and new agency is to be deployed by the contractor after getting the approval for the same.

16.0 **SECURITY:**

The contractor shall have total responsibility for all equipment and materials in his custody, stores, loose, semi-assembled and/or erected by him at site. All materials of the contract shall enter or leave the site only with the written permission of Engineer-in-Charge.

17.0 **TERMINATION OF CONTRACT:**

17.1 OIL reserves the right to terminate the Contract. Engineer-in-Charge shall in such an event to give **30 (Thirty) days** notice in writing to the Contractor of his decisions to do so. Contractor shall be paid for the

actual work performed and accepted till the date specified in the Notice. Clause may be read in conjunction with the relevant clause of GCC.

17.2 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 partner dies then unless, the company is satisfied that the legal representative 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.

17.3 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.:

In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith. However, Company shall be at liberty to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee upto an amount to be agreed upon by Employer for due and faithful performance of the Contract.

17.4 CONSEQUENCES OF TERMINATION OF CONTRACT FOR NON-PERFORMANCE:

If a contract is terminated for non-performance as detailed at para no. 25.0 such contractor shall be put on holiday for a maximum period of 2 years after following the due process as provided in OIL's Banning Procedure.

18.0 VARIATION:

During execution of item/work variation in individual quantities may be up to any limit (plus and minus) as per the site requirement.

Nothing extra will be paid to the contractor on this account.

19.0 MOBILISATION ADVANCE:

No payment for mobilization advance shall be made in this contract.

20.0 SECURED ADVANCE ON MATERIALS:

No payment for secured advance against the supply of the material to be used at site for this work shall be made in this contract.

21.0 LIQUIDATED DAMAGES:

21.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in GCC or due to OIL's defaults, the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Liquidated Damages shall be final and binding on the CONTRACTOR.

21.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

22.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**22.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):**

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

a) 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.

b) 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 |
|--|-----------------------------|---|
| Upto Rs. 5 Crore | Sole Arbitrator | OIL |
| Above Rs. 5 Crore | 3 Arbitrators | One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

c) 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.

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) 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.

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

g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

h) 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.

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

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

j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

l) 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.

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

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

The venue of all arbitrations under both 23.1 & 23.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

23.0 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT COMMITTEE (OEC):

23.1 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 may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, OIL as provided hereunder:

23.2 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.

23.3 CMD, 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).

23.4 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.

23.5 The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

23.6 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.

23.7 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.

23.8 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.

23.9 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.

23.10 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.

23.11 It is expected to conclude a case by OEC within 8-10 weeks.

24.0 JURISDICTION:

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

25.0 HANDING OVER ON CLOSURE OF CONTRACT:

If the services rendered/ provided to OIL are not found to be satisfactory during this period, the contract shall be terminated by giving 30 (Thirty) days notice in writing. OIL may at any time during the currency of the contract and solely at its discretion terminate the contract by giving 30 (Thirty) days notice before expiry of full term or extended term of contract. Unless extended at least one month before the expiry of the contract, through a formal communication, the contract shall automatically stand terminated on the expiry of 2 (Two) years of the contract. The service provider shall handover possession of the premises along with fixtures, fittings, furniture, equipments etc. on the last date of the contract to the EIC indicating clearly the items taken over and items got issued during the contract period.

The service provider shall obtain necessary license from the local or public authorities for all matters arising out of running the cafeteria and pay all other charges, taxes, assessments payable to any public authorities in respect of the cafeteria and shall also be liable for all public authorities as a result of the non-observance of any of the statutes or the rules framed there under by such authorities

26.0 If at any stage during or after the period of the contract any case involving moral turpitude is instituted in a court of law against the service provider or his employee(s), OIL reserves the exclusive and special right of outright termination of the contract and the service provider shall not be entitled to any compensation from the company whatsoever.

27.0 NUISANCE:

The Service provider shall at any time not do or permit any nuisance in area of work in OIL premises, 200 meters of OIL premises or do anything which shall cause unnecessary disturbance or inconvenience to OIL officials or occupants of other properties near the work area and to the public in general.

28.0 INVOICING:

Bills/ Invoices will be made in the name of Oil India Ltd. (OIL) in triplicate and shall be addressed to **DGM (Contracts)**, Contracts Department, Oil India Limited, Duliajan, Assam-786602.

The payment will be released from OIL Office, Duliajan. All payments shall be released within 30 (Thirty) days after receipt of relevant documents complete in all respects.

No interest charges for delay in payment, if any, shall be borne by Owner (OIL). The Contractor's request(s) for payment shall be made to Owner in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by shipping documents submitted and upon fulfilment of other obligations stipulated in the Contract.

Address for post order correspondence shall be as below:

**DGM (Contracts),
Contracts Department,
Oil India Limited,
Duliajan, Assam-786602**

29.0 STANDARD OF PERFORMANCE:

The Service Provider shall provide the services in an efficient manner according to the highest standards.

30.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

30.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

30.3 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. 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;

31.0 MONITORING AND REPORTING:**The Service Provider shall:**

1. Bring to the notice of the OIL official difficulty that may be experienced in providing the services efficiently.
2. Submit report on weekly basis giving the details on services provided.

32.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE CONTRACT PROVISIONS:

32.1 If the contractor fails to execute the work or any part thereof ensuring its completion within the time specified in the contract or fails to perform any of its obligation under the contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the company at its option by written notice to the contractor:

a) TO DETERMINE THE CONTRACT:

In such an event 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.

b) WITHOUT DETERMINING THE CONTRACT:

To 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.

32.2 In such events of Clause 32.1 (a) & (b) above.

a) The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the company to recover from the Contractor the excess cost referred to in the sub-clause aforesaid, the company shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the Contractor as may be necessary.

b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until completion of work after taking over the work or part thereof by the company, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the Contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the company under the terms of the Contract authorized or required to be reserved / retained by the company.

32.3 Before determining the Contract as per sub-clause 32.1-(a) or (b) provided in the judgment of the company, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity given to him, then the company may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

32.4 The company shall also have the right to proceed or take action as per sub-clause 32.1(a) or (b) above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favor of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the company to give any prior notice to the Contractor.

32.5 Termination of the Contract as provided for in sub-clause 32.1(a) above shall not prejudice or affect the right of the company which may have accrued up to the date of such termination.

33.0 MEMBERS OF THE COMPANY NOT INDIVIDUALLY LIABLE:

No Director, or official or employee of the Company/Consultant shall in any way be personally bound or liable for the acts or obligations of the Company under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

34.0 SPECIFICATIONS:

i) The specifications of the various items of the works will be as per enclosed technical specifications, technical specifications provided to contractor during execution of contract, latest editions of CPWD specifications for work with all correction slips. In absence of any detailed specifications, latest Indian Standard specifications and code of practice shall become applicable. Wherever, these codes are silent, the same shall be governed by sound engineering practice and the decision of EIC in matters of interpretations etc. shall be final and binding on the contractor.

ii) As detailed in the description of the item of work and relevant drawing.

iii) **Make of materials:** The contractor shall use the material of makes given in the SOQ/tender. In case the make of the material not available in the approved list, the contractor has to use the material as approved by EIC. Samples of all materials to be used must be submitted and got approved from EIC.

35.0 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

35.1 The Contractor, on or after award of the work shall name and depute a qualified Engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer In-Charge (EIC) sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of EIC, additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof. The Contractor shall ensure to the satisfaction of the EIC that sub-Contractors, if any, shall provide competent and efficient supervision, over the work entrusted to them.

35.2 If and whenever any of the Contractor's or sub-Contractor's agents, sub-agents, assistants, foremen, or other employees shall in the opinion of the EIC be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Company or the EIC, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the EIC, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the EIC. Any person so removed from the work shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

35.3 The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen & others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Company of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of EIC upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Company on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract. The Contractor shall be liable for all acts or omissions on the part of his staff, foremen and workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

35.4 If and when required by the Company & Contractor's personnel entering upon the Company's premises shall be properly identified by badges of a type acceptable to the Company which must be worn at all times on Company's premises. Contractor may be required to obtain daily entry passes for his staff/employees from Company to work within operating areas. These being safety requirements, no relaxations on this account shall be given to Contractor.

36.0 DELETION OF WORK:

If during the execution of work it is decided to omit/ delete any or part of items wholly or partly or both, the financial implication shall be worked out by the contractor as per stipulations in the tender document elsewhere & to be approved by OIL.

37.0 ESCALATION:

The prices offered by the contractor shall be firm throughout the currency of the Contract and are not subject to escalation due to any reason whatsoever may be.

38.0 JOB TO BE DONE ON RISK AND COST:

Failing to comply with the specified jobs by the contractor as per the scope of the work, EIC shall be empowered to get the same completed through another party on risk and cost of the contractor, after necessary notice to the contractor in writing. The amount incurred on this account shall be recovered from the due payments/ bills of the contractor.

39.0 ASSIGNMENT OF CONTRACT:

The Contractor shall not save with the previous consent in writing of the Company, sublet / sub-contract, transfer or assign the Contract or any part thereof in any manner whatsoever. However, such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract and the Contractor shall be fully responsible for the services hereunder and for the execution and performance of the Contract.

Under no circumstances the Contract scope of work and core job of the Contract experience of which forms the qualifying criteria can be sublet.

39.1 Company may Terminate Sub-Contractor: If any sub-contractor engaged upon works by the Contractor, who executes the work not in accordance with contract provision in opinion of Engineer In-Charge, Company may give notice to the Contractor for terminating such sub-contract. On receipt of such request the Contractor will dismiss such sub-contractor.

40.0 CERTIFICATE NOT TO AFFECT RIGHT OF COMPANY AND LIABILITY OF CONTRACTOR:

No interim payment certificate(s) issued by the EIC of the Company, nor any sum paid on account by the Company, nor any extension of time for execution of the work granted by Company shall affect or prejudice the rights of the Company against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the work done or of the equipment supplied and no certificate shall create liability for the Company to pay for alterations, amendments, variations or additional works not ordered, in writing, by Company or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Company.

41.0 WORKS IN MONSOON:

41.1 Unless otherwise specified in the Contract the execution of work shall continue in monsoon also. The Contractor should maintain required labour and infrastructure to execute the job as per the schedule. No extra payment shall be considered for such work in monsoon.

41.2 During the monsoon or any period it shall be the responsibility of the Contractor to keep the construction site free from water at his own cost.

42.0 WORK ON SUNDAY AND HOLIDAYS:

42.1 The contractor shall obtain permission at least two days in advance to carrying out jobs on Sundays and holidays.

42.2 The contractor shall observe all statutory labour laws and other statutory rules and regulations in force.

43.0 WORKING IN SHIFTS:

The standard working time at site will be “48 hours per week”. If necessary in order to meet the schedule of completion of the work, the work may be done in 2 or 3 shifts per day. However, no extra claim shall be entertained by the Company on this account. In case of working beyond the normal hours, the Contractor shall take prior written permission from Engineer In-Charge.

44.0 SETTING OUT OF WORK:

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions or alignment of any part of the works, the Contractor on being required so to do by the Engineer In-Charge (EIC) shall at his own expense rectify such error to the satisfaction of the EIC unless such error is based on incorrect data supplied in writing by the EIC in which case the expenses of rectifying the same shall be borne by the Company. The checking of any setting out or of any line or level by the EIC or other person shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other things used in setting out the works. The EIC's decision in respect of levels dimensions and alignment shall be final.

45.0 ARTICLE OF VALUE FOUND:

If during the course of execution of the job certain items are found of value during the excavation etc. the same shall be the property of the Company and the Contractor shall preserve and deliver to the Company from time to time.

46.0 LIMITATION OF LIABILITY:

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

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

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

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

47.0 INDEMNITY AGREEMENT:

47.1 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 on account of bodily injury or death, or damage to personnel/properly 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.

47.2 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 on account of bodily injury or death, or damage to personnel/properly 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.

48.0 INSURANCE:

48.1 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 or any of his responsibilities & obligations under Contract. Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland & port handling, inland transportation, storage, erection and commissioning till such time the work is taken over by Company, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims & make good for the damage or loss by way of repairs and/or replacement of the parts of the work damaged or lost. Contractor shall provide the Company with a copy of all insurance policies & documents taken out by him in pursuance of the Contract. Such copies of document shall be submitted to the Company immediately upon the Contractor having taken such insurance coverage. 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. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Company. Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk [during ocean transportation only], etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time. 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 as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Company's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

g) Transit Insurance in respect of all items to be transported by the Contractor to the site of work, the cost of the transit insurance should be borne by the Contractor and the quoted price should be inclusive of this cost.

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

48.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

48.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

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

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

48.8 Deductible: 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.

49.0 LIENS:

Contractor will indemnify & hold the Company harmless for a period of two [02] years after issue of Final Certificate, from all liens & other encumbrances against the Company on account of debts or claims alleged to be due from the Contractor or his sub-Contractor to any person including sub-Contractor and on behalf of Company will defend at his own expense, any claim or litigation brought against the Company or the Contractor in connection therewith. Contractor shall defend or contest at his own expense any fresh claim or litigation by any person including his sub-Contractor, till its satisfactory settlement even after the expiry of two [02] years from the date of issue of Final Certificate.

50.0 APPLICABLE LAW:

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

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar Tax Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal and Bihar Entry Tax Act

51.0 SUBSEQUENTLY ENACTED LAWS:

In case of change in existing law / enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.

The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

52.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

- a. 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. Contractor to ensure that all subcontractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- b. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- c. **SAFE OPERATING PROCEDURE (SOP):** Apart from other measures to be adopted by the Contractor for safety, the Safe Operating Procedure (SOP) available on OIL website shall be followed during the execution of the job.
- d. The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
- e. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
- f. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- g. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- h. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- i. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

- j. 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.
- k. 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.
- l. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- m. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- n. 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.
- o. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- p. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- q. To arrange daily tool box meeting and regular site safety meetings and maintain records.
- r. Records of daily attendance, accident report etc. are to be maintained in as per Mines Rules 1955 by the contractor.
- s. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- t. A contractor employee must, while at work, cooperate with his or her Company or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- u. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- v. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- w. 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.
- x. The contractor should prevent the frequent change of his contractual employees as far as practicable.
- y. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

z. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

53.0 IMPORTANT NOTES:

a. 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.

b. In case make/model of an item, as declared by the bidder/contractor 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, 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, in case of price reduction, the contractor shall pass on the benefit of the same to OIL. Also, acceptance of such replacement make/model will solely be at the discretion of OIL/EIC.

c. 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.

-END OF SECTION-I-

SECTION-II
SPECIFICATIONS FOR CIVIL & INTERIOR WORKS

MATERIALS:

1. Materials should be of the best approved quality obtainable and they shall comply to the respective Indian Standard Specifications.
2. Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with OIL.
3. In case of non-availability of materials in metric sizes, the nearest size in FPS units shall be provided with the prior approval of OIL for which neither extra will be paid nor any rebate be recovered.
4. If directed, materials shall be tested in any approved Testing Laboratory and the Test Certificate in original shall be submitted to OIL and the entire charges of testing including charges for repeated tests if ordered shall be borne by the contractor.
5. It shall be obligatory for the Contractor to furnish Certificate, if demanded by OIL, from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendation.
6. All materials supplied by OIL /any other specialised firms shall be properly stored and the contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
7. All equipment and facilities for carrying out field tests on materials shall be provided without any extra cost.
8. The work shall be executed as per Standard Engineering Practice and specification.
9. The Work shall be carried out as per CPWD Specifications unless otherwise specified in the Tender Document

Note: The specifications of the various items of the works will be as per enclosed technical specifications, specifications provided to the contractor during execution of contract by OIL, latest editions of CPWD specifications for work with all correction slips. In absence of any detailed specifications latest Indian Standard specifications and code of practice shall become applicable. Wherever, these codes are silent, the same shall be governed by sound engineering practice and the decision of EIC in matters of interpretations etc. shall be final and binding on the Contractor. In case of the material supplied by the specialized agencies the material specifications of the same agencies shall be made available with their address and telephone No. by the contractor and shall be used as per the same specification and as per the direction of EIC. If required the contractor shall arrange the inspection/ verification of the items from the Engineer of the expert agency.

-END OF SECTION-II-

SECTION-III
SPECIFICATIONS/SCOPE OF WORK FOR ELECTRICAL JOBS

1.0 Contractor/sub-contractor shall employ work persons with valid wireman license issued or recognized by Electrical Licensing Board, Govt. of Assam to carry out all electrical jobs and shall employ one supervisor holding valid supervisory certificate of competency issued or recognized by Govt. of Assam for supervision of electrical jobs.

2.0 All Electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date (Date of call of tender unless specified otherwise).

3.0 QUALITY OF MATERIALS: All materials and equipments supplied by the contractor shall be new and of reputed make. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

4.0 RATINGS OF COMPONENTS:

(a) All components in a wiring installation shall be of appropriate ratings of voltage, current, and frequency, as required at the respective sections of the electrical installation in which they are used.

(b) All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded.

5.0 CONFORMITY TO STANDARDS: All components shall conform to relevant Indian Standard Specifications (including amendments or revisions thereof up to the date of tender acceptance), wherever existing. Materials with ISI certification mark shall be preferred.

6.0 SCOPE OF WORK:

6.1 Brief details of work to be carried out by the contractor are as described below. This will include supply, storage, laying, installation, jointing and testing, obtaining approvals, testing and commissioning and completion of different works. The work shall be carried out as described in Schedule of Quantities (SOQ), and specifications. Apart from the work as described in Schedule of Quantities (SOQ) and specifications the contractor also has to carry out dismantling of existing wirings / fittings/DBs, fans and service line including conduits, channels etc. at no extra cost to OIL.

6.2 Unless otherwise specified, the broad items/activities covered under internal electrical works shall include the following:

- (a)** Preparation of layout/ single line diagram/ wiring diagram of each room of the entire Contracts Department.
- (b)** Supply and laying/fixing of service lead-in, cables, MCB, DB etc.
- (c)** Supply of all wiring materials like copper cable, casing capping etc. and complete wiring.
- (d)** Supply and fixing of electrical fittings, luminaires and fixtures, fans etc.
- (e)** Supply of earthing materials and earthing including earth excavation.
- (f)** Testing of the electrical system and submission of test reports.
- (g)** Repairing and painting of the portion of the wall damaged during dismantling and rewiring/re-fixing of electrical items.
- (h)** Clearing of all the scrap generated during the dismantling work.

7.0 COMPLETION DOCUMENTS:

The contractor shall submit 2 (two) copies of as built layout drawings to OIL after completion of the work in each Room/Area. These complete drawings/documents shall give the following information:

- (a)** Layout of all electrical items like MCB, DB, Light Fittings, fans, Earthing etc. of each Room/Area.
- (b)** Single Line Diagram of each Room/Area.
- (c)** Wiring Diagram of each Room/Area.
- (d)** Test reports for each Room/Area.

- (e) Guarantee certificate of electrical items like Light fitting, ceiling fan, exhaust fan, MCB, DB, Earth electrode etc for each Room/Area.
- (f) Specification of all the items with quantity in each Room/Area.
- (g) Test report on earthing for each Room/Area.

8.0 CONFORMITY TO IE ACT AND STANDARDS:

All electrical works shall be carried out in accordance with the provisions of CEA Regulations 2010, BIS standard, National Electric Code & National Building Code.

9.0 INTERCHANGEABILITY: Similar parts of all switches, lamp holders, distribution boards, switchgears, ceiling roses, brackets, pendants, fans and all other fittings of the same type shall be interchangeable in each installation.

10.0 DETAILED DESCRIPTION/SPECIFICATIONS OF ITEMS NOS. 410 TO 690 UNDER PART-II (SOQ):

10.1 Item No. 410 (Point wiring) - Wiring for light point/ fan point/ exhaust fan point/ call bell point with 3x1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface medium grade ISI approved 25mm size PVC Casing Capping, suitable Pvc casing box for fixing ceiling rose and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required (identical size phase, neutral and earth wires, colour coded red, black and green respectively). Make of cable: Havells/Finolex/L&T/Polycab, Make of PVC Casing Capping: AKG/Presto Plast or BIS approved make, Make of Modular switch: Legrand/L&T/MK/Schneider/Carabtree or Approved by Engineer in Charge.

10.2 Item No. 420 (Light plug point wiring) - Wiring for light plug point with 3X1.5 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed medium grade ISI approved PVC Casing Capping alongwith FRLS PVC insulated copper conductor single core cable for loop earthing as required (identical size phase, neutral and earth wires, colour coded red, black and green respectively). Make of cable: Havells/Finolex/L&T/Polycab, Make of PVC Casing Capping: AKG/Presto Plast or BIS approved make or Approved by the Engineer in Charge.

10.3 Item No. 430 (Circuit wiring: 2x2.5 sqmm+1x2.5 sqmm PVC wire) - Wiring for circuit/ submain/Power wiring alongwith earth wire with the 3x2.5 mmsq sizes of FRLS PVC insulated copper conductor, single core cable in surface / recessed medium class ISI approved PVC Casing Capping as required. Wiring shall be done from MCB DB to desired Switch Board/power point (identical in size phase, neutral and earth wires, colour coded red, black and green respectively). Make of cable: Havells/Finolex/L&T, Make of PVC Casing Capping: AKG/Presto Plast or BIS approved make or Approved by Engineer in Charge.

10.4 Item No. 440 (Power wiring: 2 x 4 sqmm PVC wire + 1x4 sqmm PVC wire) - Wiring for circuit/ submain/Power wiring alongwith earth wire with the 3x4 mmsq sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class ISI approved PVC Casing Capping as required. Wiring shall be done from MCB DB to desired Switch Board/power point (identical in size phase, neutral and earth wires, colour coded red, black and green respectively). Make of cable: Havells/Finolex/L&T, Make of PVC Casing Capping: AKG/Presto Plast or Equivalent or BIS approved or Approved by Engineer in Charge.

10.5 Item No. 450 (Circuit wiring: 2x10 sqmm +1x10 sq mm PVC wire) - Wiring for circuit/ submain wiring alongwith earth wire with the 2x 10 mmsq + 1 x 10 mmsq sizes of FRLS PVC insulated copper conductor, single core cable in surface medium class ISI approved PVC Casing capping as required. Wiring shall be done from main MCB DB to SPN MCB DB or SB as required (identical in size phase, neutral and earth wires, colour coded red, black and green respectively). Make of cable: Havells/Finolex/L&T, Make of PVC Casing Capping: AKG/PLaza/Presto or Approved by Engineer in Charge. Main panel to SPN DB.

10.6 Item No. 460 (Circuit wiring: 4x16 sqmm + 2x16 sqmm PVC wire) - Wiring for circuit/ submain wiring alongwith earth wire with the 4x 16mmsq + 2 x 16 mmsq sizes of FRLS PVC

insulated copper conductor, single core cable in surface medium class ISI approved PVC Casing capping as required. Wiring shall be done from main DB to MCB DB or SB as required (identical in size phase, neutral and earth wires, colour coded red, black and green respectively). Make of cable: Havells/Finolex/L&T, Make of PVC Casing Capping: AKG/PLaza/Presto or BIS approved make or Approved by Engineer in Charge. Main panel to MCB DB.

10.7 Item No. 470 (3 Module PVC box) - Supplying, fixing and installation of 3 modules PVC Box along with modular base & cover plate for modular switches, blank plate in Surface etc as required. Internal connection of wire is included in the item. Make of Modular item: Legrand/L&T/Schneider/Crabtree or Approved by Engineer in Charge.

10.8 Item No. 480 (8 Module PVC box) - Supplying, fixing and installation of 8 modules PVC Box along with modular base & cover plate for modular switches, blank plate in Surface etc as required. Internal connection of wire is included in the item. Make of Modular item: Legrand/L&T/Schneider/Crabtree or Approved by Engineer in Charge.

10.9 Item No. 490 (3 Module box with 6A S/S) - Supplying and fixing of 3 module PVC Box with modular plate and cover in front on surface, including providing and fixing 3 pin 6 amps modular socket outlet and 6 amps modular switch, connection etc. as required. Make of Modular item: Legrand/L&T/Schneider/Crabtree or Approved by Engineer in Charge.

10.10 Item No. 500 (4 Module box with 16A S/S) - Supplying and fixing of 4 module PVC Box with modular plate and cover in front on surface or in recess, including providing and fixing 5 pin 6 & 16 amps modular socket outlet and 16 amps modular switch, connection etc. as required. Make of Modular item: Legrand/L&T/Schneider/Crabtree or Approved by Engineer in Charge.

10.11 Item No. 510 (20A Metallic S/Socket with RCBO) - Supplying and installation of Surface/recess type 20A metallic plug/socket DB complete with 20A Plug and Socket and 20 A DP RCBO, 30mA sensitivity for AC. Make: Merlin Gerin/Legrand/Siemens/Havells or Approved by Engineer in Charge.

10.12 Item No. 520 (6A Modular Switch) - Supply, installation and fixing of 6 A Modular switch in the existing modular boxes, Make of Modular switch: Legrand/L&T/Schneider/Crabtree or Approved by Engineer in Charge.

10.13 Item No. 530 (Ceiling rose) - Supplying and fixing 3 pin, 5 amp ceiling rose

10.14 Item No. 540 (Modular Regulator 120 W) - Supply, installation and wiring of 1 Module Fan Regulator 100W. Make: Legrand/L&T/Crabtree/Schneider or as approved by Engineer In charge

10.15 Item No. 550 (Ceiling Fan, 1400 mm) - Supply of 1400 mm sweep ceiling fan without modular step regulator, including wiring the down rods of standard length (upto 30 cm). Make of fan: Havell/Crompton Greaves/Bajaj/Orient or Approved by Engineer in Charge.

10.16 Item No. 560 (Exhaust Fan, 300 mm) - Supply, installation and commissioning of 300 mm sweep heavy duty metallic exhaust fan in the existing opening, including making the hole to suit the size of the above fan, making good the damage, connection, testing, commissioning etc. as required. Make of fan: Havell/Crompton Greaves/Bajaj/Orient or Approved by Engineer in Charge.

10.17 Item No. 570 (36 W LED luminaire) – Supply, installation, testing and commissioning of suspended /recessed type 36 W LED luminaire similar to Crompton Greaves Cat Ref LCPL-36-CDL/TL (1x4) CT-6000K fitting, complete with all accessories etc., including supplying and fixing ball and socket arrangement, 2 no. down rods of 20 mm dia X 1.6 mm thick steel conduit upto 75 cm length, painting and wiring the down rods and connection with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required.

10.18 Item No. 580 (Extra Down Rod) - Supplying installation and commissioning of extra down rod for ceiling Fan, 600mm long, 20mm dia x 1.6 mm thick steel conduit, including wiring the down

rod with 1.5 sq. mm FRLS PVC insulated, copper conductor, single core cable and painting etc. as required. Making of holes and slots at both the ends of extra length of down rod are required for mounting ceiling fans in halls and room area. The hole size and slot dimension shall be same as available in the original down rod of the fans. One down rod shall be treated as one unit.

10.19 Item No. 590 (Single phase 63A MCB DB, 16 way) - Supplying, installation and fixing of 16 way as outgoing with double door, single pole and neutral, sheet steel, MCB distribution board, 240 volts, on surface, complete with 100 A tinned 12 way copper busbar, 12 way neutral busbar, 12 way earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required. DB shall have following as incomer: 63 A RCBO, sensitivity 100mA - 1 nos. Outgoings are 10 A MCB, C curve - 6 nos, 20 A MCB, C curve- 6 nos. Make of RCBO, MCBs and box shall be of same make and shall be Schneider/ Siemens/Indo Asian/Legrand or Approved by Engineer in Charge. DB shall be similar to Legrand cat no- 6077 13

10.20 Item No. 600 (160 A, 8 W, VTPN MCCB DB) – Supply, installation, testing & commissioning of 3 Phase, 8 WAY, vertical TPN MCCB DB, as per the following specifications:

- A. Incoming:**
 - a. 160 A Thermal adjustable MCCB: 1 no
 - b. Rating: 4 pole, 160 A, 25kA, 50Hz, 415VAC
 - c. Protection: Thermal and Magnetic Protection
 - d. Make & Model: Legrand, Cat no 4200 57 or equivalent
- B. Outgoing Feeders:**
 - a. 63 A TP C curve MCB: 4nos
 - b. 63 A SP C curve MCB: 12 nos
 - c. All outgoing MCBs shall be 'C' curve, 240v AC, 10kA breaking capacity, with DMC housing, suitable for class-II tropicalisation (as per IEC) & approved by ISI or IEC. MCBs shall have integrated label holder, biconnect upper & lower terminals & air channels for low temperature rise.
- C. Bus bar: 250 A, Tinned Copper**
- D. Constructional details of DB:**

DB shall be as per IS-8623 with latest amendment. DB shall have external earth terminal & mounting holes. Cable ties & wire leads for wiring incomer MCCB to respective phase & neutral buses shall be supplied and wired with single core 35 sqmm stranded copper cable with tinned copper lugs. Enclosure shall be IP-43& IK-09 with double door. DB shall have detachable cable entry gland plate on top and bottom side for keeping spare length of cables. All wires inside DB shall have ferrules for identification of circuit number. All unused openings shall be fitted with Blanking Plates. The DB shall be provided with 250 amp tinned copper bus bar for phase & neutral. Neutral & Earth bar shall be 8 way each & suitable for termination of wires with pin type cable lugs

(MAKE & Model No: Legrand, Cat no. 6079 14 or Equivalent Schneider/Siemens/Indo Asian/ABB/L&T)

10.21 Item No. 610 (200 x 250 x 48 mm PVC board) - Supply and fixing of PVC switchboard with cover & screws, approved and marked by IS-14772. Colour- White. Size- 250mm x200mm x 48mm. Make: Presto plast/AKG

10.22 Item No. 620 (175 x 100 x 48 mm PVC board) - Supply and fixing of PVC switchboard with cover & screws, approved and marked by IS-14772. Colour- White. Size- 175 mm x100mm x 48mm. Make: Presto plast/AKG

10.23 Item No. 630 (Chemical Earth electrode) - Supply with installation & commissioning of readymade maintenance free CPRI approved chemical earthing system with 50 mm dia 3.00 Metres length corrosion free G.I. pipe Electrode complete with backfill compound Minerals 50 Kg and Earth pit cover including excavation of earth pit and construction brick earth chamber including plastering

both inner & outer surface of brick wall as specified and directed by Engineer in charge. Size of brick chamber shall be 2 feet x 2 feet. Make: True Power Earth Solution, Multi mess or any make approved by OIL.

10.24 Item No. 640 (25mmx6mm GI strap) - Supplying and laying of 25mmx6mm GI strap for earth electrode & DB earthing including supply of all hardwares required for connection. The GI strap should be hot dip galvanised with galvanisation thickness of minimum 80 micron and confirm to IS. All hardwares to be galvanised and of minimum 12mm diameter.

10.25 Item No. 650 (Electrical Panel) - Specification for floor mounted MAIN INCOMER PANEL: Incomer panel shall be cubicle type, vermin proof, made with CRCA sheet with following specification:

PANEL COMPARTMENTS / SECTIONS:

A) INCOMER SECTION: 1 nos.630 Amps Four Pole Moulded Case Circuit Breaker: MCCB shall have thermal magnetic release of Breaking capacity minimum 36 kA with a rotary handle operating mechanism, with spreader links. One number multifunction Panel meter to measure the electrical quantity voltage, current, power, frequency, energy consumption and power factor shall be provided. Meter shall be of minimum size 96 mm x96 mm x 65mm. Meter shall have a provision for recording cumulative energy.

B) BUS CHAMBER: The bus chamber shall be sheet steel clad having front bolted covers and shall consist of 1 set TP & N electrolytic grade, high conductivity electrolytic E 91 E grade aluminium Bus Bars, conforming to IS: 5082. Current rating of bus bar sections shall be 800 Amps suitable for 415 V AC, 50 Hz system. Neutral bar shall be of same size as phase bus. The bus-bar shall be insulated with heat shrinkable PVC sleeves and shall be supported at required intervals with non-hygroscopic, non-deteriorating, and non inflammable SMC / FRP supports having adequate mechanical strength and a high tracking resistance, to withstand short circuit fault levels up to 50 kA for 1 sec. All risers and connections from bus bar shall be done with same material as the main bus bars of current rating as per rating of individual cubicle switch.

C) OUT GOING SECTION:

i) 02 (two)Nos 250 Amps Four Pole Moulded Case Circuit Breaker minimum 25 kA with a rotary handle operating mechanism.

ii) 04(four) nos 160 A four pole MCCB 25 KA with rotary handle

D) CABLE CHAMBER / CABLE ALLEY: Suitable cable alleys shall be provided in between sections of the panel to drive the cables. Supports as required shall be provided along the cable alleys for supporting the cables / wires.

All accessories like Gland/Lugs/Thimble etc .required for installation shall be supplied by Contractor.

Notes to Clause 10.25 above:

(i) Prior to fabrication of the electrical panel contractor shall submit the complete wiring diagram including constructional drawing to OIL for approval within **45 (forty five) days** from the date of issue of LOA.

(ii) OIL reserves the right of inspection of the electrical panel at the manufacture's works. The contractor has to arrange for the inspection and give intimation to OIL 15 days prior to inspection dates.

(iii) Any modification that is pointed out by OIL during the approval of drawing and/or inspection stages shall have to be carried out by the contractor free of cost.

10.26 Item No. 660 (Wall mounted fan, 400mm) - Supply, installation, testing & commissioning of wall mounted fan of 400mm sweep oscillating type, with built-in-speed regulator. Make & Model: Havells "Platina" or equivalent.

-END OF SECTION-III-

**To,
DGM (CONTRACTS)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

RENOVATION OF CONTRACTS DEPARTMENT INCLUDING UPGRADATION OF ELECTRICAL NETWORK AND SUPPLY, INSTALLATION, COMMISSIONING OF ITEMS.

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

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules

1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

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

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

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

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

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date_____

M/s _____
FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

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 **RENOVATION OF CONTRACTS DEPARTMENT INCLUDING UPGRADATION OF ELECTRICAL NETWORK AND SUPPLY, INSTALLATION, COMMISSIONING OF ITEMS - UNDER IFB NO. CDI0705P16**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder/Contractor

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

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

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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.

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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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 Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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 (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

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.
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.
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

For the Bidder/Contractor

Place. Duliajan.

Witness 1:

Date. .

Witness 2:

**SPECIFICATIONS/DIMENSIONS/DESIGN/COMPONENTS OF
VARIOUS ITEMS LISTED IN PART-II SOQ**

1.0 3-seater lounge seating system:

- a. **Size:** 1830mm (W) X 783mm (D) X 750mm (H) with Seat Height (SH) of 415mm
- b. **LH/RH SIDE FRAME:** The LH/RH side frame, made of MS. E.R.W. tube dia 4.44 cm. (1.75") x 14 BG. thk and chrome plated, should be fitted to the two ends of the ST/BK mounting frame to form the leg assembly.
- c. **ST/BK MOUNTING FRAME:** 2nos mounting frames used to connect the side frames and made of MS. E.R.W. tube dia.5.08cm. (2") x 10BG thk. black painted. The ST/BK should be mounted on 14 BG thk 2cm x 4cm Recta tube welded on the beam of ST/BK mounting frame.
- d. **ST/BK ASSEMBLY:** The ST/BK assembly should consist of 12mm thk plywood insert with Polyurethane foam having density = 45 +/- 2 Kg/cm³ and hardness of the P.U. foam = 18 to 22 Kg. The complete moulded ST/BK assembly should be covered with a replaceable fabric upholstery cover.
 ST/BK SIZE: 54.5cm. (W) X 46.7cm. (D) X 12.5cm. (T)
- e. **BOTTOM SHOES:** Bottom shoes (both front & rear) made of injection moulded polypropylene should be provided on the side frames
- f. **CHROME PLATING:** All external surfaces are to be chrome-plated.
- g. **FABRIC:** Upholstery/Fabric should be stain repellant and vacuum cleanable.
- h. **Unless otherwise specified, tolerance of all dimensions should be within ±10mm**
- i. **Desired Make & Model:** Godrej Midas Lounge L-53 or equivalent.

2.0 2-seater lounge seating system

- a. **Size:** 1257mm (W) X 783mm (D) X 750mm (H) with Seat Height (SH) of 415mm
- b. **LH/RH SIDE FRAME:** The LH/RH side frame, made of MS. E.R.W. tube dia 4.44 cm. (1.75") x 14 BG. thk and chrome plated, should be fitted to the two ends of the ST/BK mounting frame to form the leg assembly.
- c. **ST/BK MOUNTING FRAME:** 2nos mounting frames used to connect the side frames and made of MS. E.R.W. tube dia.5.08cm. (2") x 10BG thk. black painted. The ST/BK should be mounted on 14 BG thk 2cm x 4cm Recta tube welded on the beam of ST/BK mounting frame.
- d. **ST/BK ASSEMBLY:** The ST/BK assembly should consist of 12mm thk plywood insert with Polyurethane foam having density = 45 +/- 2 Kg/cm³ and hardness of the P.U. foam = 18 to 22 Kg. The complete moulded ST/BK assembly should be covered with a replaceable fabric upholstery cover.
 ST/BK SIZE: 54.5cm. (W) X 46.7cm. (D) X 12.5cm. (T)
- e. **BOTTOM SHOES:** Bottom shoes (both front & rear) made of injection moulded polypropylene should be provided on the side frames
- f. **CHROME PLATING:** All external surfaces are to be chrome-plated.
- g. **FABRIC:** Upholstery/Fabric should be stain repellant and vacuum cleanable.
- h. **Unless otherwise specified, tolerance of all dimensions should be within ±10mm**
- i. **Desired Make & Model:** Godrej Midas Lounge L-52 or equivalent.

3.0 Centre Table:

- a. **Size:** 1120mm (W) X 600mm (D) X 351mm (H)
- b. **Table glass:** 12±0.3 mm thick black tinted Toughened glass UV glued with bushed made in SS 202 grade for fixing with understructure.
- c. **Table understructure:** Welded assembly made in SS 202 grade having Dia. 12±0.04 as per IS:1762.
- d. Dimensions are out to out dimension and variation should be within ±1.0 CM
- e. **Unless otherwise specified, tolerance of all dimensions should be within ±10mm**
- f. **Desired Make & Model:** Godrej PISACT or equivalent

4.0 Side Table:

- a. **Size:** 600mm (W) X 600mm (D) X 351mm (H)
- b. **Table glass:** 12±0.3 mm thick black tinted Toughened glass UV glued with bushed made in SS 202 grade for fixing with understructure.
- c. **Table understructure:** Welded assembly made in SS 202 grade having Dia. 12±0.04 as per IS:1762.
- d. Dimensions are out to out dimension and variation should be within ±1.0 CM
- e. **Unless otherwise specified, tolerance of all dimensions should be within ±10mm**
- f. **Desired Make & Model:** Godrej PISAST or equivalent

5.0 14-seater Modular Conference table with wire manager in oval shape:**a. Specifications:**

| # | Elements | Specifications |
|----------------|---------------|---|
| Tops | Work surface | Top thickness 31.6 (18mm + 12mm + 0.6 mm DL(both sides) + 0.4mm Membrane) Edge profile Waterfall Edge 10mm radius on top edge and 5mm at bottom. |
| Understructure | Legs | Made from 25mm PPB having a straight profile with half round edges and clad with 0.6mm thick Post Forming laminate. Overall thickness of leg - 26.2mm. |
| | Modesty Panel | Made from PLT (Prelaminated Twin) boards of 18mm thick. |
| Wire Manager | Wire Carrier | Made from 0.6mm thick CRCA painted. |
| | Carrier Cover | Made of 12mm thk. MDF Painted all over. |

b. Material:

| Substrate | MDF |
|-----------|---|
| Skin | PVC Membrane foil (0.4mm thk) clad on the substrate MDF using PU glue for better adhesion. This foil should be pre-coated with layer of polyurethane for better scratch resistance. |

- c. **Desired Make & Model:** Godrej “Senate” or equivalent

6.0 9-seater Modular Conference table with wire manager in “U” shape:**a. Specifications:**

| # | Elements | Specifications |
|----------------|---------------|---|
| Tops | Work surface | Top thickness 31.6 (18mm + 12mm + 0.6 mm DL(both sides) + 0.4mm Membrane) Edge profile Waterfall Edge 10mm radius on top edge and 5mm at bottom. |
| Understructure | Legs | Made from 25mm PPB having a straight profile with half round edges and clad with 0.6mm thick Post Forming laminate. Overall thickness of leg - 26.2mm. |
| | Modesty Panel | Made from PLT (Prelaminated Twin) boards of 18mm thick. |
| Wire Manager | Wire Carrier | Made from 0.6mm thick CRCA painted. |
| | Carrier Cover | Made of 12mm thk. MDF Painted all over. |

b. Material:

| Substrate | MDF |
|-----------|---|
| Skin | PVC Membrane foil (0.4mm thk) clad on the substrate MDF using PU glue for better adhesion. This foil should be pre-coated with layer of polyurethane for better scratch resistance. |

c. Desired Make & Model: Godrej “Senate” or equivalent**7.0 High Back Conference Chair:****a. Specifications:**

| | |
|-------------------------------|--|
| OVERALL SIZE | 76.0cm (W) X 76.0cm (D) X (102.5-111.5)cm (H) |
| SEAT HEIGHT | 46.0-55.0 cm |
| HIGH BACK SIZE | 48cm.(W) X 76.0cm.(H) |
| SEAT SIZE | 51.0cm.(W) X 48.0cm.(D) |
| SEAT/BACK ASSEMBLY | The seat should be made up of 1.2 cm. thick hot pressed plywood upholstered with fabric and moulded Polyurethane Foam. The back should be made up 1.2 cm. thick hot pressed plywood upholstered with replaceable fabric upholstery covers and moulded polyurethane foam. The back ply and foam should be designed with contoured lumber support for comfortable seating. |
| POLYURETHANE FOAM | The polyurethane foam for seat and back should be moulded with density = 45±2 kg/m ³ and Hardness = 20±2. |
| ARMRESTS (FIXED) | The armrest top should be made of moulded polyurethane (P.U) and mounted on to a fixed type M.S. tubular armrest support chrome plated. The arm support should have static vertical adjustment of ±1.5cm. |
| FRONT PIVOT SYNCHRO MECHANISM | <ul style="list-style-type: none"> · 360° revolving type. · Single point control. · Front pivot for tilt with feet resting on ground. · Tilt tension adjustment. · 4-position locking with anti-shock feature. · Seat back tilting ratio of 1:2 (11° Seat Tilt /22° back tilt). |
| FIXED BACKREST | The backrest should consist of a fixed type mechanism i.e no back up/down adjustment. |
| PNEUMATIC HEIGHT ADJUSTMENT | The pneumatic height adjustment should have an adjustment of 9.0 cm. |
| PEDESTAL ASSEMBLY | The pedestal should be fabricated from steel, chrome plated and assembled with injection moulded black polypropylene hub cap and 5 nos. twin wheel castors (castor wheel dia. 5.0 cm). The pedestal should be 66.0cm. Pitch-center dia. (76.0 cm with castors). |

b. Unless otherwise specified, tolerance of all dimensions should be within $\pm 10\text{mm}$

c. **Desired Make & Model:** Godrej Karina PCH-9P01TC or equivalent.

8.0 **Very High Back Executive Chair:**

a. **Specifications:**

| | |
|------------------------------------|--|
| OVERALL SIZE | 77.0cm (W) X 77.0cm (D) X (132.5-140.5)cm (H) |
| SEAT HEIGHT | 47.5-55.5 cm |
| VERY HIGH BACK SIZE | 53.0cm. (W) X 79.0cm. (H) |
| SEAT SIZE | 49.0cm. (W) X 48.0cm. (D) |
| SEAT/BACK ASSEMBLY | The seat and back should be made up of 1.2cm.thick hot pressed plywood upholstered with leather and moulded Polyurethane foam. The back foam should be designed with Contoured lumber support. |
| POLYURETHANE FOAM | The polyurethane foam should be moulded with density = 45 ± 2 kg/m ³ and Hardness = 20 ± 2 . |
| SEAT-BACK CONNECTING SPINE: | The seat and back should be arrested together with a 9.0cm. (w) spine made of 0.8cm thk. HR steel and black powder-coated. |
| ARMREST ASSEMBLY | The armrest tube assy. made of 2.54cm (1") x 14 BG. M.S. E.R.W. support tubes and Chrome plated. The P.U. armrest made of black integral skin polyurethane with 50-70 Shore 'A' Hardness and reinforced with M.S. insert. The armrest top made of ABS & upholstered with foam & leather. |
| FRONT PIVOT SYNCHRO TILT MECHANISM | <ul style="list-style-type: none"> · 360° revolving type. · 12° Seat tilt & 19° Back tilt · Front pivot for tilt with feet resting on ground · Tilt tension adjustment. · 5-position locking with anti-shock back mechanism. · Static seat depth adjustment = 5.0cm with 5 position locking. |
| PNEUMATIC HEIGHT ADJUSTMENT | The pneumatic height adjustment should have an adjustment stroke of 8.0 cm. |
| BELLOW | 1-piece and blow moulded in black polypropylene. |
| PEDESTAL ASSEMBLY | The pedestal should be made of die-cast aluminium with buffing finished and fitted with 5nos. twin wheel castors. The pedestal should have 67.0cm pitch-center dia. (77.0cm with castors). |

b. Unless otherwise specified, tolerance of all dimensions should be within $\pm 10\text{mm}$

c. **Desired Make & Model:** Godrej Halo PCH-9200R or equivalent.

9.0 **High Back Executive Chair – Type#1:**

a. **Specifications:**

| | |
|-----------------------------|---|
| OVERALL SIZE | 77.0cm (W) X 77.0cm (D) X (113.5-121.0)cm (H) |
| SEAT HEIGHT | 47.5-55.5 cm |
| HIGH BACK SIZE | 53.0cm. (W) X 62.0cm. (H) |
| SEAT SIZE | 49.0cm. (W) X 48.0cm. (D) |
| SEAT/BACK ASSEMBLY | The seat and back should be made up of 1.2cm.thick hot pressed plywood upholstered with leather and moulded Polyurethane foam. The back foam should be designed with Contoured lumber support. |
| POLYURETHANE FOAM | The polyurethane foam should be moulded with density = 45 ± 2 kg/m ³ and Hardness = 20 ± 2 . |
| SEAT-BACK CONNECTING SPINE: | The seat and back should be arrested together with a 9.0cm. (w) spine made of 0.8cm thk. HR steel and black powder-coated. |
| ARMREST ASSEMBLY | The armrest tube assy. made of 2.54cm (1") x 14 BG. M.S. E.R.W. support tubes and Chrome plated. The P.U. armrest made of black integral skin polyurethane with 50-70 Shore 'A' Hardness and reinforced with M.S. insert. The armrest top made of ABS & |

| | |
|------------------------------------|--|
| | upholstered with foam & leather. |
| FRONT PIVOT SYNCHRO TILT MECHANISM | <ul style="list-style-type: none"> · 360° revolving type. · 12° Seat tilt & 19° Back tilt · Front pivot for tilt with feet resting on ground · Tilt tension adjustment. · 5-position locking with anti-shock back mechanism. · Static seat depth adjustment = 5.0cm with 5 position locking. |
| PNEUMATIC HEIGHT ADJUSTMENT | The pneumatic height adjustment should have an adjustment stroke of 8.0 cm. |
| BELLOW | 1-piece and blow moulded in black polypropylene. |
| PEDESTAL ASSEMBLY | The pedestal should be made of die-cast aluminium with buffing finished and fitted with 5nos. twin wheel castors. The pedestal should have 67.0cm pitch-center dia. (77.0cm with castors). |

b. Unless otherwise specified, tolerance of all dimensions should be within $\pm 10\text{mm}$

c. Desired Make & Model: Godrej Halo PCH-9201R or equivalent.

10.0 High Back Executive Chair – Type#2:

a. Specifications:

| | |
|--|--|
| OVERALL SIZE | 76.0cm (W) X 76.0cm (D) X (101.5-117.5)cm (H) |
| SEAT HEIGHT | 46.0-55.0 cm |
| HIGH BACK SIZE | 48.0cm.(W) X 76.0cm.(H) |
| SEAT SIZE | 51.0cm.(W) X 48.0cm.(D) |
| SEAT/BACK ASSEMBLY | The seat should be made up of 1.2 cm. thick hot pressed plywood upholstered with fabric and moulded Polyurethane Foam. The back should be made up 1.2 cm. thick hot pressed plywood upholstered with replaceable fabric upholstery covers and moulded polyurethane foam. The back ply and foam should be designed with contoured lumber support. |
| POLYURETHANE FOAM | The polyurethane foam for seat should be moulded with density = 45 ± 2 kg/m ³ and Hardness = 20 ± 2 . |
| ARMRESTS (ADJUSTABLE) | The armrest top should be made of moulded polyurethane (P.U) and mounted on to a drop lift height adjustable type M.S. tubular armrest support chrome plated. The armrest height should be adjustable up to 6.5cm in 5 steps & also have swivel adjustment of 22° on both sides. |
| KNEE TILT SYNCHRO MECHANISM WITH SEAT DEPTH ADJUSTMENT MECHANISM | <ul style="list-style-type: none"> · 360° revolving type. · Single point control · Front pivot for tilt with feet resting on ground · Tilt tension adjustment. · 4-position locking with anti-shock feature. · Seat back tilting ratio of 1:2 (11° Seat Tilt /22° back tilt). · Static seat depth adjustment of 6.0cm with 6 positions. |
| ADJUSTABLE BACKREST | The backrest should consist of a sliding up down mechanism, adjustable in the range of 7.5 cm and can be locked in 4 positions for correct position of lumber support. |
| PNEUMATIC HEIGHT ADJUSTMENT | The pneumatic height adjustment should have an adjustment of 9.0 cm. |
| PEDESTAL ASSEMBLY | The pedestal should be fabricated from steel, chrome plated and assembled with injection moulded black polypropylene hub cap and 5 nos. twin wheel castors (castor wheel dia. 5.0 cm). The pedestal should have 66.0cm. Pitch-center dia. (76.0 cm with castors). |

b. Unless otherwise specified, tolerance of all dimensions should be within $\pm 10\text{mm}$

c. Desired Make & Model: Godrej Karina PCH-9P01A or equivalent.

11.0 Workstation Chair:**a. Specifications:**

| | |
|--|--|
| OVERALL SIZE | 76.1cm (W) X 76.1cm (D) X (96.3-106.3)cm (H) |
| SEAT HEIGHT | 45.2-55.2 cm |
| SEAT/BACK ASSEMBLY | The seat should be made up of 1.2±0.1 cm. thick hot pressed plywood and upholstered with fabric and moulded Polyurethane Foam. The back should be a fabricated tubular frame assembly powder coated (DFT 40-60 microns) and upholstered using Net fabric with high tenacity yarn. The tubular back structure should be made of Dia. 1.6±0.02cm x 0.16±0.015cm thick MS ERW tube welded to a spine structure made of 3.5±0.03cm x 1.5±0.02cm x 0.2±0.018cm thick elliptical tube and bracket made of 0.6±0.05cm thick HR steel. |
| LUMBAR SUPPORT ASSEMBLY | The back assemble to consist of a height adjustable cushioned Lumbar support pad adjustable through 2 projecting knobs at the rear side of the bid. The Lumbar pad should be adjustable by 6.0±0.5cm in height (7 positions). |
| HIGH RESILIENCE (HR) POLYURETHANE FOAM | The HR polyurethane foam for seat should be moulded with density = 45±2 kg/m ³ and Hardness load 16±2 kgf as per IS:7888 for 25% compression. |
| ARMRESTS (ADJUSTABLE) | The armrests should have only Up-Down adjustment – 8.0±0.5cm (8 positions), provided in armrest structure. Armrest Top should be made up of moulded polyurethane (P.U) with metal insert fitted on the armrest structure. |
| FRONT PIVOT SYNCHRO MECHANISM | <ul style="list-style-type: none"> · 360° revolving type. · Single point control · Front pivot for tilt with feet resting on ground · Tilt tension adjustment. · 4-position locking with anti-shock feature. · Seat/back tilting ratio of 1:2. |
| PNEUMATIC HEIGHT ADJUSTMENT | The pneumatic height adjustment should have an adjustment of 10.0±0.3cm. |
| PEDESTAL ASSEMBLY | The pedestal should be injection moulded in black 30% glass-filled Nylon and fitted with 5 nos. twin wheel castors. The pedestal pitch-centre diameter should be 66.1±0.5cm (76.1±1.0cm with castors). |

b. Unless otherwise specified, tolerance of all dimensions should be within ±10mm

c. Desired Make & Model: Godrej Gallop Net PCH-9X02AG or equivalent.

12.0 Visitor Chair – Type#1:**a. Specifications:**

| | |
|----------------------|--|
| OVERALL SIZE | 59.0cm (W) X 68.5cm (D) X 89.5cm (H) |
| SEAT HEIGHT | 46.4 cm |
| MID BACK SIZE | 53.0cm. (W) X 54.0cm. (H) |
| SEAT SIZE | 49.0cm. (W) X 48.0cm. (D) |
| SEAT/BACK ASSEMBLY | The seat and back should be made up of 1.2cm.thick hot pressed plywood upholstered with leather and moulded Polyurethane foam. The back foam should be designed with Contoured lumbar support. |
| POLYURETHANE FOAM | The polyurethane foam should be moulded with density = 45±2 kg/m ³ and Hardness = 20±2. |
| FIXED TYPE MECHANISM | The fixed type mechanism should be with 0.8cm thick spine welded to it. |
| UNDERSTRUCTURE | The Understructure should be made up of M.S.E.R.W. Elliptical tube of size 45mm x 19mm x 2.5mm welded to M.S.E.R.W. Tube of Dia. 16mm x 14BG. The Understructure is to be powder coated in |

| | |
|--|-----------------------|
| | Silver metallic gray. |
|--|-----------------------|

b. Unless otherwise specified, tolerance of all dimensions should be within $\pm 10\text{mm}$

c. Desired Make & Model: Godrej Halo PCH-9212IV or equivalent.

13.0 Visitor Chair – Type#2:

a. Specifications:

| | |
|--------------------|--|
| OVERALL SIZE | 66.5cm (W) X 58.0cm (D) X 88.5cm (H) |
| SEAT HEIGHT | 45.0 cm |
| MID BACK SIZE | 48.0cm.(W) X 64.5cm.(H) |
| SEAT SIZE | 51.0cm.(W) X 48.0cm.(D) |
| SEAT/BACK ASSEMBLY | The seat should be made up of 1.2 cm. thick hot pressed plywood upholstered with fabric and moulded Polyurethane Foam. The back should be made up 1.2 cm. thick hot pressed plywood upholstered with replaceable fabric upholstery covers and moulded polyurethane foam. The back ply and foam should be designed with contoured lumber support. |
| POLYURETHANE FOAM | The polyurethane foam for seat and back should be moulded with density = 45 ± 2 kg/m ³ and Hardness = 20 ± 2 . |
| ARMRESTS (FIXED) | The armrest top should be made of moulded polyurethane (P.U) and mounted on to fixed type M.S. tubular armrest support chrome plated. The arm support should have static vertical adjustment of $\pm 1.5\text{cm}$. |
| FIXED BACKREST | The backrest should consist of a fixed type mechanism i.e. no back up/down adjustment. |
| LEG FRAME ASSEMBLY | The Leg Frame assembly should be made from 35 X 15X 16BG (1.6THK) Elliptical M.S ERW tube with base plate chrome plated for seat fixing. |

b. Unless otherwise specified, tolerance of all dimensions should be within $\pm 10\text{mm}$

c. Desired Make & Model: Godrej Karina PCH-9P12T or equivalent.

14.0 Executive Desk Unit – Type#1:

a. Specifications:

| Item | Detail | Element | Specifications |
|--|----------------|---------------------|---|
| Executive Table [Size: 2200mm(W) X 1190(D) X 750mm(H)] with Mobile Pedestal [Size: 406mm(W) X 550mm(D) X 640mm(H)] | Top | Work surface | 2 layers of 18 mm thick MFC with 3 mm PVC edging. Edging of 2 colour tone. |
| | Understructure | Side panels Legs | MFC covered with 45 mm MDF profile at vertical edges. Connected to the top panel by minifix & wooden dowels. Adjustable Stud. Also 2 nos. of 75 diameter epoxy black painted metal leg to enable ERU top panel to slot into it. Adjustable base of levelling to be available. |
| | | Modesty | 18 mm thick MFC with curved shape. Connected to Top & Side panels with minifix fitting & Wooden dowels |
| | Storage | Mobile Pedestal | 2 Drawers (1 personal drawer + 1 filing drawer with central lock). Top drawer is pencil tray 280 x 280 mm. Carcass 18 mm thick MFC and |

| | | | |
|--|---------|--------------|---|
| | | | 25 mm thick top panel with 2 mm PVC edging. Black Metallic handles 128 mm distance. 450 mm L runner. Castor of 50 mm diameter x 4 Nos |
| Side Return Unit [Size: 1380mm(W) X 480(D) X 700mm(H)] | Top | Work surface | 18 mm thick MFC with 3 mm PVC edging. Edging of 2 colour tone. |
| | Storage | Pedestal | 4 Drawers with central lock. Top drawer is pencil tray 280 x 280 mm. Carcass 18 mm thick MFC and 25 mm thick top panel. Black Metallic handles 128 mm distance. 450 mm L runner. 55 diameter x 25 mm H Plastic adjustable glide. Connected to Top with metallic support tube of size 60 mm H x 75 diameter. |

b. Unless otherwise specified, tolerance of all dimensions should be within $\pm 10\text{mm}$

c. **Desired Make & Model:** Godrej "Numero Uno" or equivalent.

15.0 **Executive Desk Unit – Type#2:**

a. **Specifications:**

| Item | Element | Specifications |
|---|------------------|--|
| Executive Table [Size: 1800mm(W) X 900(D) X 750mm(H)] | Table Top | 25 mm MFC (Melamine Faced Chipboard), plus 30 mm MDF (Medium Density Fiberboard) black pad |
| | Leg | 25 mm MFC, plus 30 mm MDF right and left pad |
| | Modesty Panel | 18 mm MFC |
| Return Desk [Size: 1200mm(W) X 600(D) X 730mm(H)] | Table Top | 25 mm MFC |
| | Leg | 25 mm MFC, plus 30 mm MDF right and left pad |
| | Modesty Panel | 18 mm MFC |
| Mobile Pedestal with standard fittings & accessories [Size: 400mm(W) X 560(D) X 560mm(H)] | Top panel | 25 mm MFC |
| | All Other Panels | 18 mm MFC |
| Joining Top [Size: 1050mm(W) X 1200(D) X 750mm(H)] | Top panel | 25 mm MFC |
| | Leg | Metal |

b. **Standards:**

| | |
|---------------|--|
| Main Material | Particle Board with the density of 680 kg / m ³ |
| Surface | CPL (Continuous Pressure Laminate) in 0.5 mm thickness |
| Process | Postforming in DuckNosed Profile |
| Edging | 2 mm PVC Edging, Black color |
| Color | Dark Cherry |

c. **LHS/RHS configuration to be decided at time of execution.**

d. Unless otherwise specified, tolerance of all dimensions should be within $\pm 10\text{mm}$

- e. **Desired Make & Model:** Godrej "Maestro" or equivalent.

16.0 Executive Desk Unit – Type#3:

a. Dimensions:

| | Executive Table | Side Unit |
|-----------------------|------------------------|------------------|
| Top Thickness | 18mm | 18mm |
| Top Dimensions | 1650mm X 700mm | 1000mm X 450mm |
| Understructure Height | 725mm | 725mm |
| Overall Height | 743mm | 743mm |

b. Specifications:

i. Understructure:

- The understructure in pre-laminated panels, made with PLT boards.
- 3-Drawer storage units to support Tops, made with 18mm PLT boards of different colours.
- Modesty and back panels, made with 18mm PLT boards.

ii. PLT Board Tops (Straight Edges) for Executive Table & Side Unit of 18mm thickness with 2mm PVC lipping

iii. The Executive Table should have an in-built shelf below the work surface.

iv. The Side Unit should have an in-built keyboard pullout tray.

c. LHS/RHS configuration to be decided at time of execution.

d. Colour: Wenge & Savannah Maple

e. Unless otherwise specified, tolerance of all dimensions should be within ± 10 mm

f. Desired Make & Model: Godrej "Trident Middle" or equivalent.

17.0 Panel Based modular furniture system for 8 workstations:

a. Size per workstation: Main desk: 1800 mm (W) x 600 mm (D) x 750 mm (H)
Side desk: 900 mm (W) x 600 mm (D) x 750 mm (H)
Partition height: 1350 mm.

b. Each workstation to be provided with Mobile pedestal [Size: 400mm (W) x 560mm (D) x 560mm (H)], Keyboard pullout tray and CPU trolley

c. Panel thickness: 52.4mm

d. Panel components:

i. 2 nos of vertical extrusion made of aluminium and coated with epoxy powder coating.

ii. Horizontal extrusions made of aluminium and coated with epoxy powder coating at every division of tile/block.

iii. Blocks made out of composite construction of MDF and paper honeycomb.

iv. One no. of fabricated bottom frame (comprising of L-channels, formed plates and steel tube welded together and coated with epoxy powder coating) as a welded structure of steel component.

v. 2 nos of **Pre-laminated bottom tiles made of 9.0 to 9.5 mm thick pre-laminated particle board conforming to IS: 12823 having all its edges with minimum 0.5 mm thick PVC edging**

- vi. 2 nos of **Fabric magnetic top tiles** (fabric upholstered metal tiles in 0.6 mm thick G.I. Grade O as per IS: 277. The fabric upholstered with adhesives)
- vii. 1 no of top trim made of aluminium extrusion.
- viii. Cover Trims and end trims.
- ix. Joinery post made of aluminium extrusion having average wall thickness of 1.2mm and coated with epoxy powder coating.
- x. Die Cast Caps (made of aluminium alloy having average wall thickness of 1.2 mm and coated with epoxy powder coating) to cover exposed top edge of Panel at junctions and ends.

Panels are to be supported on **Double side legs** (fabricated by CO2 welded MS Tube with the MS base plate) with levellers.

- e. Work surface: Made of 25 mm thick pre-laminated particle board having all its edges with minimum 2 mm thick PVC edge banding. The work surface shall be provided with circular cut out of 0.65mm diameter as per the requirement, for passing of wires. These cut outs shall be provided with ABS covers.
- f. **Brackets providing support for work surface:**
 - i. Work surface Bracket mounted on to the Horizontal extrusion and made from 2.0 mm thick CRCA grade D steel as per IS: 513-19. All the work surface are mounted on the works urface through round Philip head diameter 4 mm x 19 length having finish zinc plated blue.
 - ii. Holder Bracket made from 2.0 mm thick CRCA grade D steel as per IS:513-19, slid in between end trim and vertical extrusion and mounted on work surface.
- g. **Unless otherwise specified, tolerance of all dimensions should be within $\pm 10\text{mm}$**
- h. **Desired Make & Model:** Godrej "Wish" or equivalent.

18.0 Integrated Digital Podium with Gooseneck Visualiser (Document Camera) specifications:

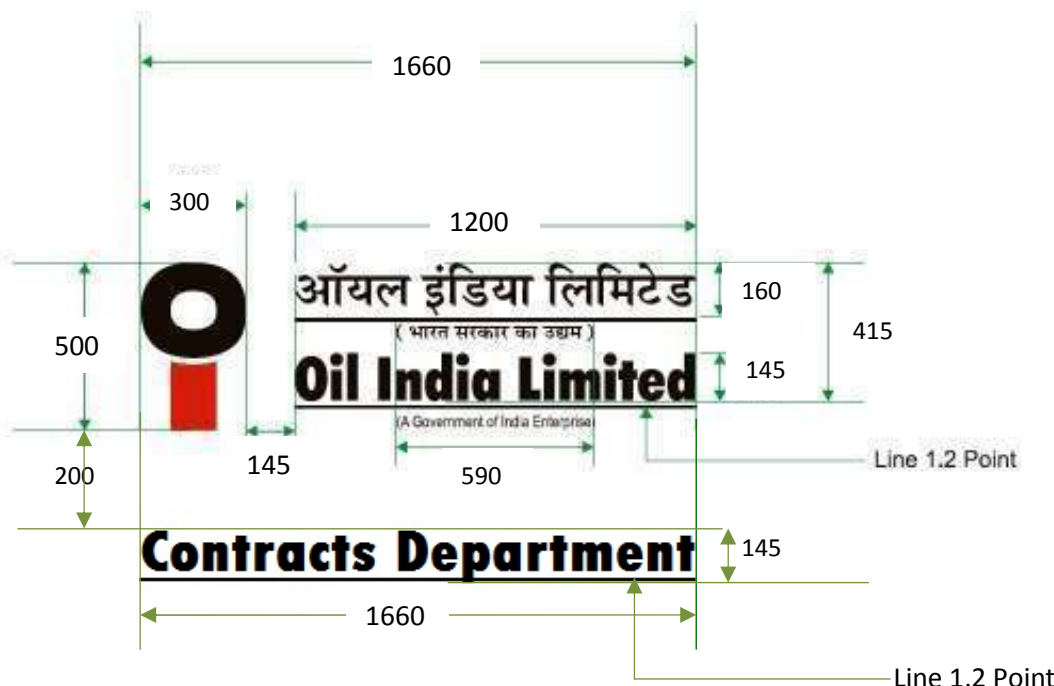
- a. Fully metallic 1.6 mm cabinet powder quoted fitted with cooling fan and with four caster wheels
- b. 22" Multi Touch monitor with adjustable angle of monitor upto 90 deg.
- c. Front Height – 44 Inch, Height (Presenter side) – 40 Inch, top depth – 28 Inch, top width – 26 Inch
- d. Top: 2 USB, 1 XLR and Switching over mechanism for 4 devices, Side: 1 HDMI, VGA In/Out, Audio in/out, LAN port, Power Plug with on/off Switch, Splitter for 2 devices.
- e. Single metallic top tray of Laptop having width – 24 Inch, Length – 24 Inch, one tray for Keyboard.
- f. Front OIL Logo (Ratio as defined in **Drawing-2**) display.
- g. 6 power sockets inside with central power control
- h. Lockable drawer for document camera opposite side of the laptop tray (Depth x Height x Width: 20 x 10 x 14).

- i. Security- All drawers, sliding trays and doors should be lockable.
- j. Front access doors for service.
- k. Integrated computer system: CPU i3, RAM 4 GB, HDD 500 GB, Wireless keyboard & mouse, Windows 7 Professional OS with License.
- l. Inbuilt Audio System comprising of 1 No. Shure Microphone, Bosch Amplifier 120 Watts & 2 Nos. 25W inbuilt speaker
- m. Integrated Gooseneck Visualiser (Document Camera): Full HD 1080p output resolution, 16x Optical, 12 x digital, 10x mechanical Zoom, 30 fps, audio/video recording, LED Light, Compatible with USB Flash drive expandable unto 32 GB, Internal storage up to 240 images, Ports : HDMI In/Out, VGA In/Out, USB In/Out, RS 232, Audio out
- n. **Desired Make & Model:** Edu Assessment Pvt. Ltd. EA-POD-M12 with Document Camera or equivalent.

19.0 75" 4K LED TV WITH STAND:**a. Minimum desired specifications-**

| | |
|---|--|
| Screen Size | 75" (189.3cm), 16:9 |
| OS | Android L |
| Memory | 16GB |
| Display Resolution | 3840 x 2160 |
| 4K Processor | Yes |
| 3D | Yes |
| Built-in Woofer | Yes (2 x Woofer) |
| Dolby® | Dolby Digital, Dolby Digital Plus, Dolby Pulse |
| Wi-Fi Connectivity | Yes |
| Smartphone Connectivity | Yes |
| HDMI™ Connections | Yes, minimum 4 nos. |
| Bluetooth | Yes |
| USB | Yes, minimum 3 nos. |
| Ethernet Connection | Yes |
| Minimum accessories to be provided: Remote Control, Batteries, TV Camera, IR Braster | |

- b. **Desired Make & Model:** Sony Bravia 4K LED TV (KD-75X9400C) or equivalent.
- c. **Probable source of supply:** M/s Much More digital..., Tinsukia, India

20.0 Design & Dimensions for 3D LED Stainless Steel Lettering:

ALL DIMENSIONS ARE IN 'mm'

- a. Probable source of supply: M/s Signage Monster, Chennai, India

21.0 Wall mounted Paper Towel Dispenser & Waste Receptacle:

- a. Paper Towel Dispenser -
- Size: 265mm (W) x 90mm (D) x 365mm (H)
 - Cabinet: 18-8, type-304, 0.8mm (22-gauge) stainless steel
 - Finish: Stainless Steel Satin
 - Capacity: 450 C-fold, 600 multifold
 - Desired Make & Model: Euronics Industries EP 01 or equivalent.
 - Probable source of supply: Euronics Industries, Gurgaon, India
- b. Waste Receptacle -
- Size: 290mm (W) x 130mm (D) x 432mm (H)
 - Cabinet: 18-8 S, type-304, 20-gauge (1.0mm) stainless steel
 - Equipped with inner stainless steel waster remover.
 - Capacity: 16 Liters
 - Desired Make & Model: Euronics Industries KINOX-KWR or equivalent.
 - Probable source of supply: Euronics Industries, Gurgaon, India

22.0 Auto feed shredder:

- Feed width: 225 mm
- Shred size: 3mm x 9mm for paper & 33mm for CD
- Shred Capacity (70 gsm A4 sheets): 6 sheets, 75 sheets when Auto Shred
- Waste Volume (Litres): 23
- Application: Paper, CD, Credit Cards, Clips & Staples
- Desired Make & Model: ANTIVA CC 297CD or equivalent.
- Probable source of supply: Avanti Business Machines Limited, Hyderabad, India

23.0 RFID based access control system:

The RFID based access control system should comprise of the following components:

- Standalone access control system by Keypad and RFID with power supply – 1 no.
- Single leaf Electro Magnetic (EM) lock of capacity 600 lbs with LED/Feedback – 1 no.

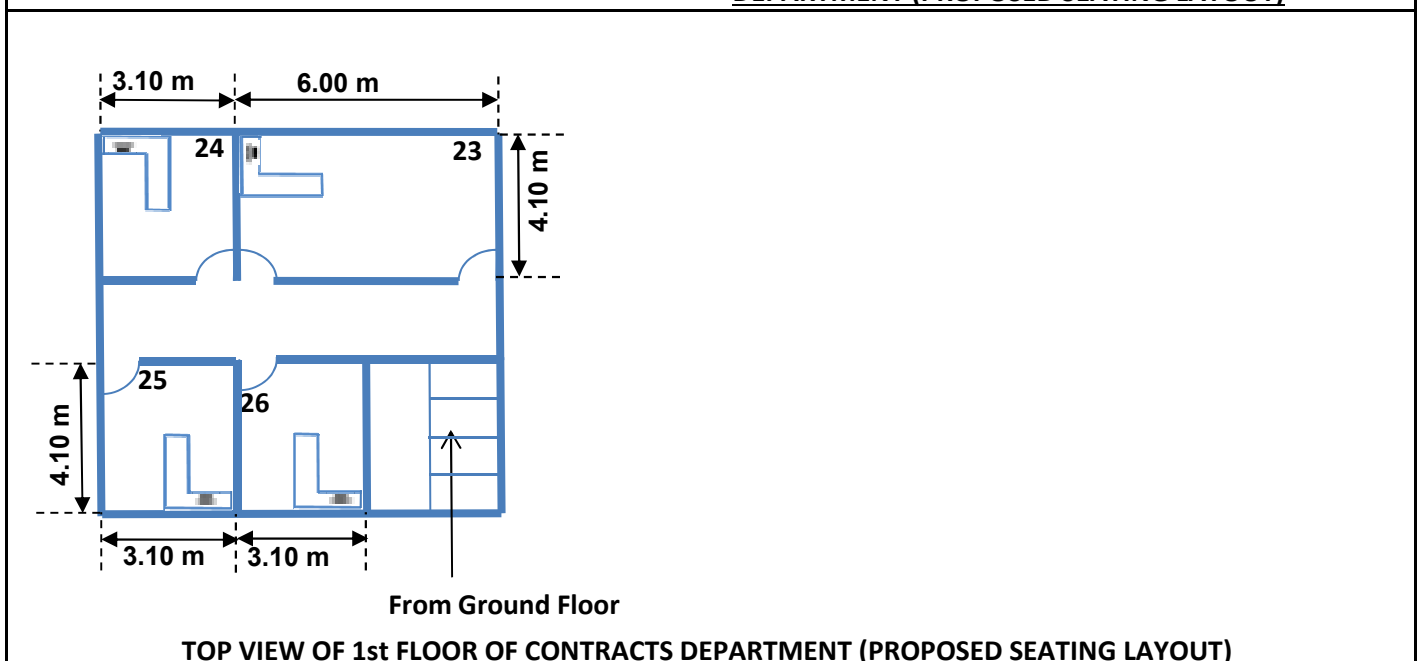
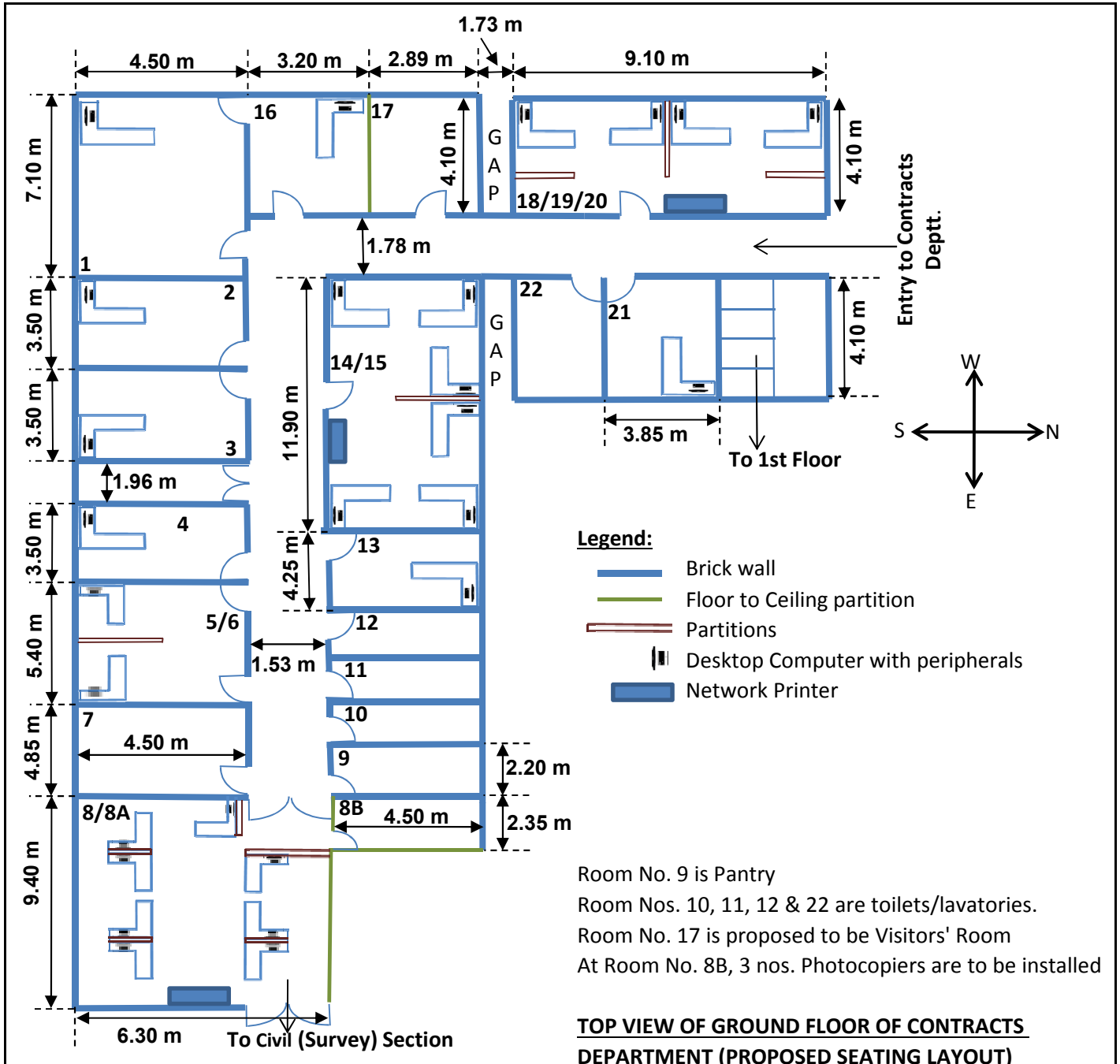
- c. Stainless Steel Push Button Request Door Exit Switch - 1 no.
- d. RFID cards (Dimension: 86 mm x 54 mm x 1.4 mm) for access control with OIL Logo (Ratio as defined in **Drawing-2**) printed on the hard shell side– 100 nos.

24.0 32" LED TV:**a. Minimum desired specifications-**

| | |
|--|--|
| Screen Size | 32" (80.0 cm), 16:9 |
| Display Resolution | Full HD |
| Viewing Angle | 1780 (Right to Left), 1780 (Up to Down) |
| Speaker Type | Bass Reflex Speaker |
| Speaker Configuration | 2ch, Full Range(30x60mm)x2 |
| Dolby® | Dolby Digital, Dolby Digital Plus, Dolby Pulse |
| HDMI™ Connections | Yes, 4 nos. |
| Ethernet Connection | Yes |
| Composite Video Input(s) | Yes, 2 nos. |
| USB | Yes, 2 nos. |
| Wi-Fi Connectivity | Yes |
| Wi-Fi Direct | Yes |
| Accessories to be provided: Remote Control, Batteries | |

- b. **Desired Make & Model:** Sony Bravia Internet LED TV (KD-32W700C) or equivalent.
 - c. **Probable source of supply:** M/s Much More digital..., Tinsukia, India
-





**LIST OF PERSONS TO BE EMPLOYED & UNDERTAKING BY CONTRACTOR
(TO BE PROVIDED BY THE CONTRACTOR WITHIN 30 (THIRTY) DAYS FROM THE DAY OF
ISSUE OF LOI/LOA)**

| Sl. No. | Name of Person | Recent Passport Size Color Photograph | Residential Address | Telephone No. / Mobile No. |
|---------|----------------|--|---------------------|-------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

I/We, _____, the contractor engaged for carrying out the job against Contract No. _____ of Oil India Limited undertake that –

- a. I/We shall engage the above mentioned persons only for execution against the said contract.
- b. I/We shall be directly responsible for any/all disputes arising between me/us and my/our personnel and keep OIL indemnified against all losses, damage and claims arising thereof.
- c. I/We & my/our personnel shall follow the rules and regulations of OIL in force from time-to-time. I/We also understand that I/we may also be required to provide photo passes to the personnel required by me/us for security and safety reasons and I/We shall furnish the details of the same when asked for.
- d. I/We shall be fully responsible for theft, burglary, fire or any mischievous deeds by my/our staff and any loss to OIL shall be recovered from the Bills/ Final bill against the Contract.
- e. I/We shall provide all necessary tools and tackles, equipments, safety belt, safety net, wheel burrow, scaffolding, ladders, drilling m/c & safety equipment etc. required to carry out job at my/our cost and material used by me/us shall be of standard make and approval of Engineer-In-Charge shall be taken for the same.
- f. I/We understand that OIL also reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if in the opinion of OIL, his behaviour/performance is not up to the mark and/or found indulging in unlawful activities, I/We shall immediately comply with such instructions.
- g. I/We understand that it will be the responsibility of contractor to ensure that my/our personnel behave in a proper manner and behaviour.

Yours faithfully,

Signature: _____

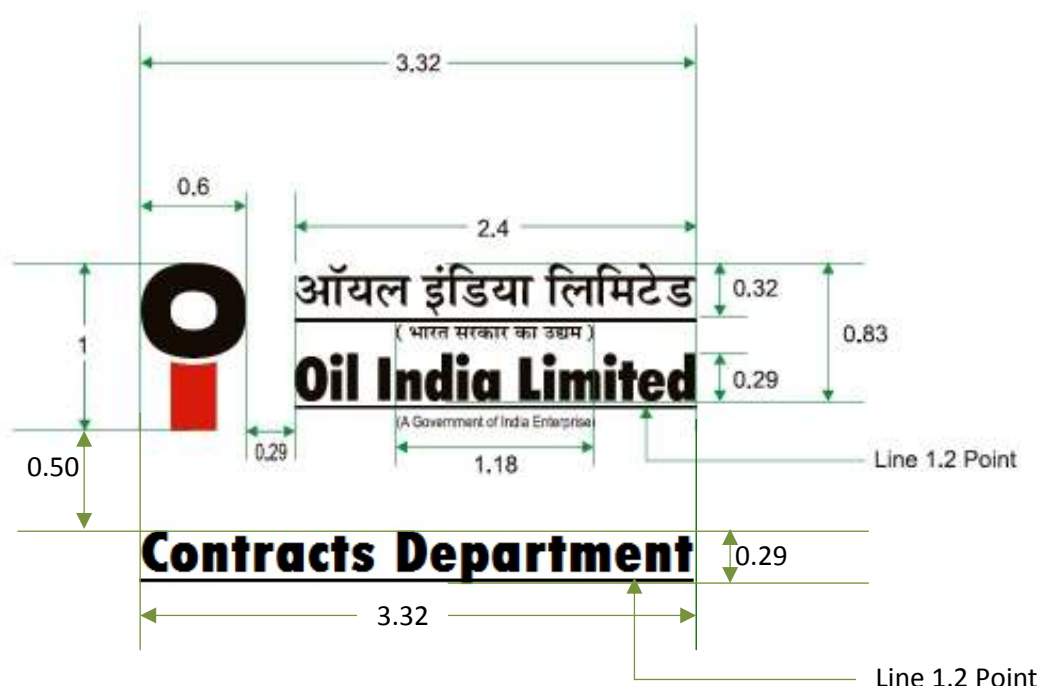
(Seal of the Contractor)

Name & Designation: _____

For & on behalf of _____



Drawing-1: Wall Panel Design



The above shows the proportions of the various elements. The measurements are given on a proportion with the symbol height basis. That means, if the OIL symbol at the left has a height of 1 unit, the width of the written text is 2.4 units and so on.

Drawing-2: OIL Logo Ratio

BID FORM

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

Sub: IFB No. CDI0705P16

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 of _____ **“NOT TO BE QUOTED HERE”** (Total Bid Amount in words and figures) 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 obtain the guarantee of a bank in a sum not exceeding 10% of Total contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for 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 _____ 2016.

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 constructed that the bidder has not taken any exception/deviation to the IFB requirements.

E-TENDER NO. CDI0705P16

PROFORMA-III

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL TENDER No. CDI0705P16

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 Tender Invitation No. **CDI0705P16** for **Renovation of Contracts department including upgradation of electrical network and supply, installation, commissioning of items** 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.

**PROFORMA FOR DECLARATION OF MAKE & MODEL OF ITEMS TO BE PROVIDED
IN TERMS OF BRC CLAUSE NO. 2.14 & CLAUSE 53.0 OF SECTION-I UNDER PART-III (SCC)**

This is in connection with the Bid submitted by against Tender No. CDI0705P16 for Renovation of Contracts department including upgradation of electrical network and supply, installation, commissioning of items.

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 | Make | Model |
|---------------------------|---|------|-------|
| 570 | 36 W LED luminaire | | |
| 740 | 3-seater lounge seating system | | |
| 750 | 2-seater lounge seating system | | |
| 760 | Glass top centre table | | |
| 770 | Glass top side table | | |
| 780 | 14-seater Modular Conference table | | |
| 790 | 9-seater Modular Conference table | | |
| 800 | High Back Conference Chair | | |
| 810 | Very High Back Executive Chair | | |
| 820 | High Back Executive Chair - Type#1 | | |
| 830 | High Back Executive Chair - Type#2 | | |
| 840 | Worstation Chair | | |
| 850 | Visitor Chair - Type#1 | | |
| 860 | Visitor Chair - Type#2 | | |
| 870 | Executive Desk Unit (Type#1) | | |
| 880 | Executive Desk Unit (Type#2) | | |
| 890 | Executive Desk Unit (Type#3) | | |
| 900 | Panel Based modular furniture system for 8 workstations | | |
| 970 | White board of size 900mm x 750mm | | |
| 980 | Integrated Digital Podium with Gooseneck Visualiser (Document Camera) | | |
| 990 | 75" 4K LED TV | | |
| 1010 | Wall mounted Paper Towel Dispenser & wall mounted Waste Receptacle | | |
| 1020 | Auto feed shredder | | |
| 1030 | RFID based access control system | | |
| 1040 | 32" LED TV | | |
| 1050 | 6 Way Dual Arm Swivel Tilt Wall mount for 32" LED TV | | |
| 1060 | 4-Socket Surge Protector | | |
| 1070 | Network Printer | | |
| 1080 | 1.5 TR 5 star Window Air Conditioner | | |
| 1090 | 1.5 TR 5 star Split Air Conditioner | | |

b) I / we confirm that we have enclosed the data sheets & specifications from the OEMs / authorized

Contd.....P/2

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.

FORMAT OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED
For DGM (Contracts)
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of **Renovation of Contracts department including upgradation of electrical network and supply, installation, commissioning of items** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI0705P16.**

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

SEALED with the common seal of the said Bank this _____ day of _____ 2016.

THE CONDITIONS of these obligations are:

- i) If the Bidder withdraws their bid within its original/extended validity.
- ii) If the Bidder modifies/revises their bid sumoto.
- iii) If the Bidder does not accept the order/contract.
- iv) If the Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____ Address _____

(Signature, Name and Address)

Date: _____ Place: _____

* The Bidder should insert the amount of the guarantee in words and figures in INR.

* * Date of expiry of Bank Guarantee should be minimum 150 days from the date of opening of Technical Bid i.e minimum up to **24.09.2016.**

Note: If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

E-TENDER NO. CDI0705P16

PROFORMA-VI

**[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:

Service Tax Registration Number:

Signature of Bidder with Official Seal

STANDARD FORMAT OF PERFORMANCE SECURITY (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,
OIL INDIA LIMITED
DULIAIJAN – 786602
ASSAM

ON NON – JUDICIAL STAMP PAPER OF ADEQUATE VALUE
AS PER STAMP DUTY ACT

This deed of guarantee made between (**Full address of the issuing Bank**) having the head office at (hereinafter called the “Bank”, which expression, unless repugnant to the context or contrary) to the ONE PART and Oil India Limited, a Company incorporated in India, having its Registered Office at Duliajan 786602, Assam (hereinafter called “OIL”, which expression shall include its successors and assignees) of the OTHER PART.

Whereas OIL has placed a contract vide Contract No./**Agreement No.** (hereinafter referred to as the said “Agreement”) for (brief description of the nature of the contract) for the period from to with M/s.(**Contractor**) (Full address of the contractor) having its Regional Headquarters at(hereinafter called the “said Contractor”).

And whereas it is one of the terms of the said Contract/Agreement that the said Contractor shall furnish to OIL a guarantee to the extent of **Rs.** (Rupees) towards the security deposit / mobilization advance/ release of retention money/performance security from a Bank. Whereas the Bank has, at the request of the Contractor, agreed to give in favour of OIL a guarantee in the manner hereinafter appearing which OIL has agreed to accept.

1. We, the Bank, do hereby undertake to pay to OIL an amount not exceeding **Rs.**..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by OIL by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on receipt of a written demand from OIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OIL by reason of any breach by the said Agreement or by reason of the Contractor’s failure to perform, the said Agreement provided such demand in writing is received by the Bank on or before Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, subject however, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee or till..... whichever is earlier. Unless a demand or claim under this guarantee is made on and received by us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.

Contd.....P/2

Page No.2

4. We, the Bank, further agree with OIL that 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 Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by OIL against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of OIL or for any indulgence shown by OIL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

5. We, the Bank, undertake not to revoke this guarantee during the currency of this guarantee except with the previous consent of OIL in writing.

6. This guarantee shall not in any way be affected by the change in the constitution of the contractor or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the contractee company or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed company of the contractee.

7. Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs. (Rupees) our guarantee shall remain in force until..... Unless a claim in writing is received in this office before the close of business on all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated this _____ day of _____ 20__

Place: (Address of the Bank/Branch in full)

**AUTHORIZED SIGNATORY WITH SEAL AND
AUTHORIZATION NUMBER**

Note: If Bank Guarantee is submitted towards 'Performance Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.