OIL INDIA LIMITED (A Government of India Enterprise) CONTRACTS DEPARTMENT P.O. DULIAJAN - 786602, ASSAM

E-TENDER: CDI0773P17

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 services under **Single Stage Two bid** system.

1.0 IFB No.	CDI0773P17
Service Requirement	Miscellaneous wiring jobs in offices, fields, housing and civic installations in Assam and Arunachal Pradesh.
Cost of Bid Document	₹ 5000.00
Bid Security(EMD)	₹ 62,500.00
Period of Sale of Bid Document/Issue of User ID & Password	25.04.2016 TO 24.05.2016(15:30Hrs)
Bid Closing / Opening Date & Time	31.05.2016 (11:00 Hrs / 14:00 Hrs)

- **2.0** For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any Scheduled Bank 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 **Office of 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:

<u>"Application & Tender Fees, IFB No.: CDI0773P17</u>

<u>Description of Services: "Miscellaneous wiring jobs in offices, fields, housing and civic installations in Assam and Arunachal Pradesh"</u>

- **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/Fax No.
- **3.0** No physical Bid documents will be provided. On receipt of requisite Bid Document Cost (in case Cost of Bid Document is submitted in the form of Demand Draft / Banker's Cheque), 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.

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3.0 EXEMPTION OF TENDER FEE:

- **3.1** If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and 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.
- **3.2** Public Sector Units (PSU) are also exempted from payment of tender fee.
- **3.3** Application for exemption of Tender Fee as indicated under Para 3.1 & 3.2 above should reach the office of DGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602(Assam) within the bid selling period.
- **4.0** The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com

Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal https://etenders.srm.oilindia.in/irj/portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

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

E-TENDER NO: CDI0773P17

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for <u>the following mentioned works/services under **SINGLE STAGE TWO BID System** through its e-Procurement site:</u>

DESCRIPTION OF WORK/ SERVICE:

Miscellaneous wiring jobs in offices, fields, housing and civic installations in Assam and Arunachal Pradesh

IFB NO: CDI0773P17

Type of IFB: Single Stage Two Bid System

LOCATION: Offices, fields, housing and civic installations in Assam and Arunachal Pradesh

CONTRACT PERIOD: 02(Two) years with a provision for extension by another 01(one) year at the same rate and terms & conditions at the discretion of OIL.

MOBILISATION PERIOD: 01(One) Month from the date of issue of LOA.

BID CLOSING/ OPENING DATE & TIME: 31.05.2016(11:00HRS/14:00HRS)

Bid Submission Mode: Bid should be submitted online in OIL's E-Procurement portal

Bid Opening Place: Office of the DGM-Contracts, Oil India Limited, Duliajan – 786602, Assam

Bid Validity: 180 days from Bid opening Date

BID SECURITY AMOUNT: Rs. 62,500.00(Rupees Sixty two thousand five hundred) only.

AMOUNT OF PERFORMANCE SECURITY: 2.5% of total Contract Value.

a)	Bid	Security	deposited	vide	Demand	Draft/Ban	ıker	Cheque	/Bank	Guarantee
	No		da	ted		of				

Original hard copy of (a) should reach the office of DGM-CONTRACTS on or before 12:45 Hrs (IST) on the bid closing date or it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A

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scanned copy of this document should also be uploaded along with the Unpriced Techno-commercial bid documents.

- b) Bidders to confirm that in the event of award of Contract, bidder will submit Performance Security Deposit @ 2.5% of contract price and this will not earn any interest.
- 2.0 (a) SEALED ENVELOPES containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of:

DGM-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602, Assam.

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (In case of BG, the same should be valid for minimum 210 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN or it can be paid through the online payment Gateway against this Tender. This BID SECURITY 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(a), 14, 15 & 16 below. Bids without BID SECURITY in the manner specified above will be summarily rejected.

- 2.0 (b) Exemption from submission of Bid Security:
- (i) Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- (ii) 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.
- (iii) 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.
- 3.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.

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4.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.

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 as "Personal" 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 in full and debarred from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/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.

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- 8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/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.
- 8.3 In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ 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.
- 8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/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.
- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/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.
- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/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.
- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone (Landline Bill)/Electricity/ 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.
- 9.0 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.
- 10.0 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.

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- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 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 Performance Security Money shall not earn any interest.
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.
- 15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security/Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

16.0 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-

Part-V-Safety Measures (SM)

Integrity Pact-Applicable for this IFB

Proforma and Annexures

17.0 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(Digitally Signed). The proforma has to be returned by the bidder (along with the technical 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

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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: Following person has been appointed as Independent External Monitor: SHRI RAJIV MATHUR, IPS (Retd.), E-Mail ID: rajivmathur23@gmail.com)

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) (http://www.cca.gov.in). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

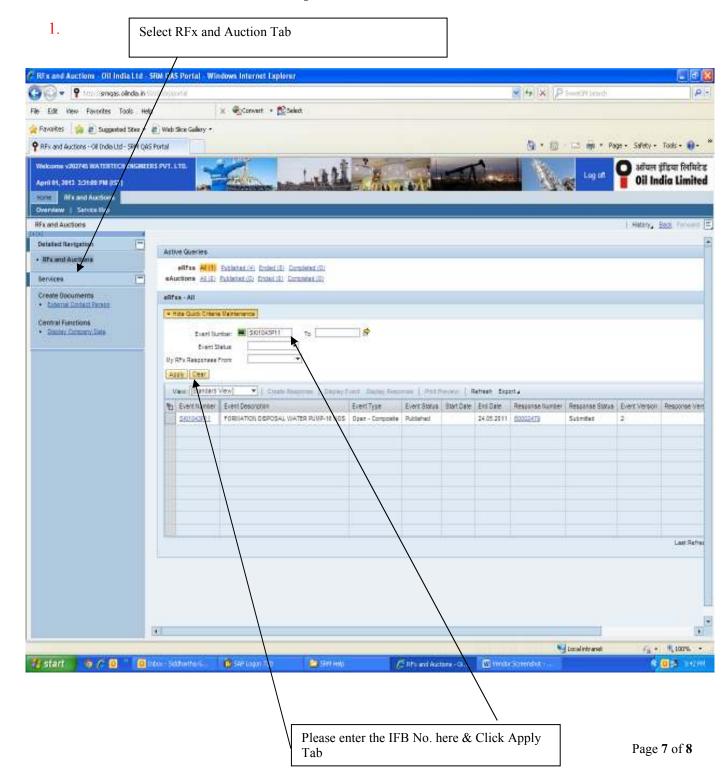
Please note that all tender forms (Bid documents, Integrity Pact, Proforma Annexures) and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The Head Contract, Contracts Department, Oil India Limited, Duliajan-786602,

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 the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab. The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

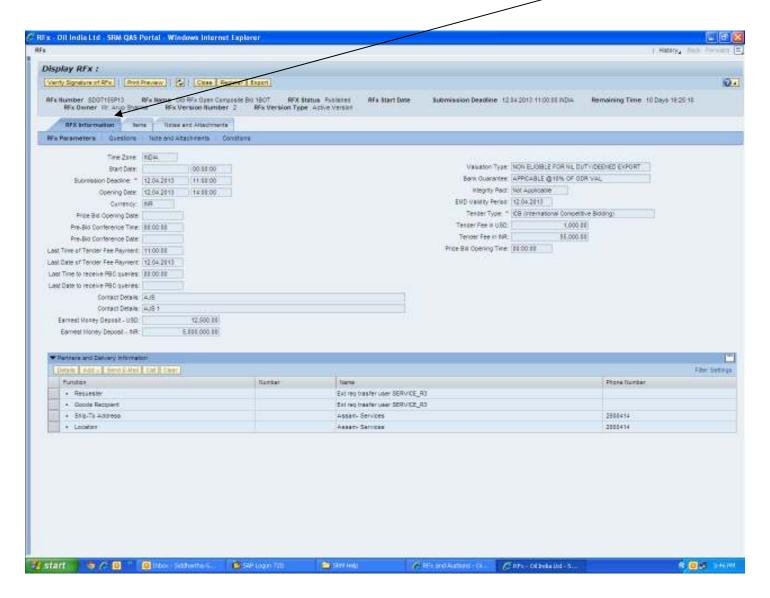
Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.



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After following the above mentioned steps, the details of the IFB under RFx information will be displayed as shown in the page below.



<u>NB</u>: All the Bids must be Digitally Signed using "<u>Class 3" digital signature certificate with Organizations Name (e-commerce application)</u> 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.

DGM-CONTRACTS

INSTRUCTIONS 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) Bid closing date and time
 - (iii)Bid opening date, time and place
 - (iv)Bid submission place
 - (v)Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii)Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (Part-I)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)
- e) Special Conditions of Contract (Part-III-SCC)
- f) Schedule of company's Plants, Materials and Equipments-(Part-IV)
- g) Safety Measures (Part-V-SM)
- h) Integrity Pact
- i) Price Bid Format
- i) BRC/BEC
- k) (Proforma & Annexures).
- 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 the 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 C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] 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: The complete bid should be submitted online in the e-portal.

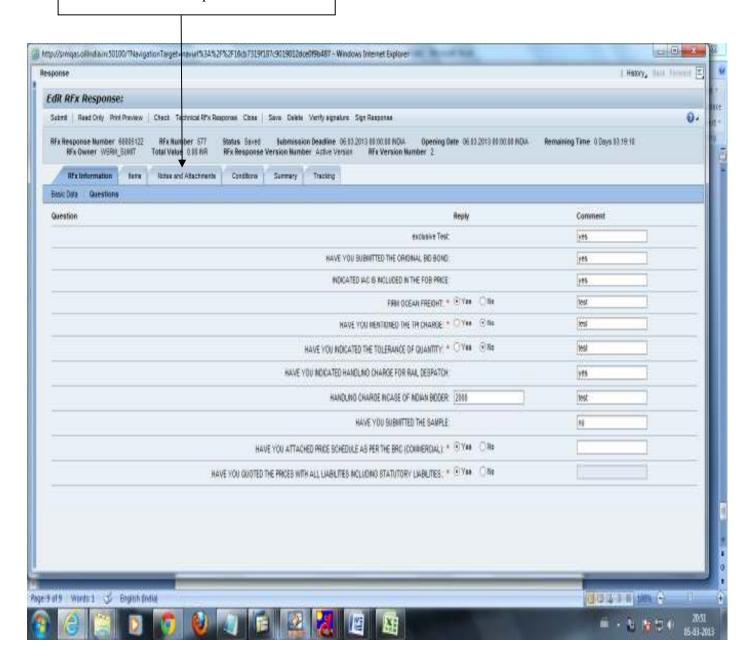
6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal.

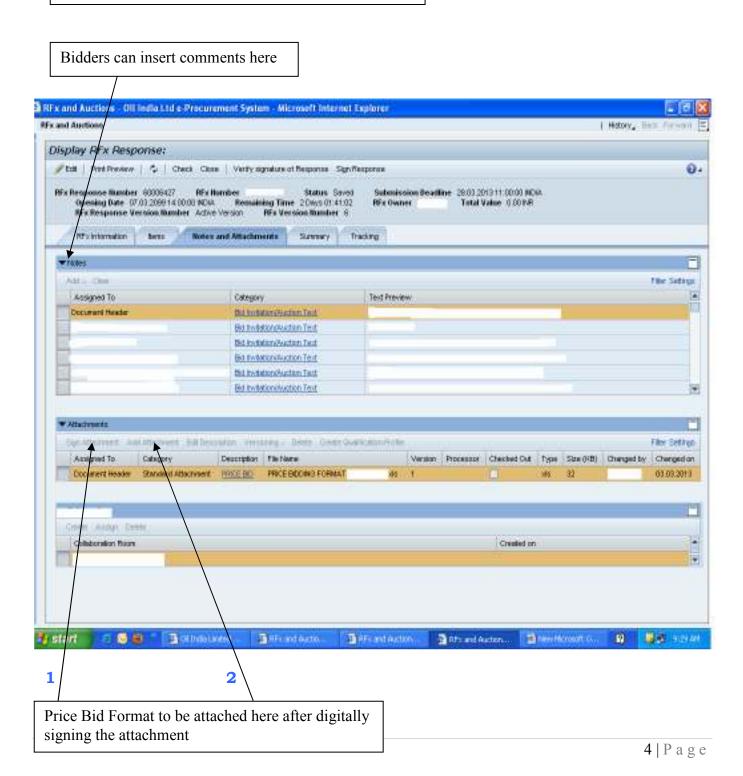
7.0 BID PRICE:

- 7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.
- 7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid



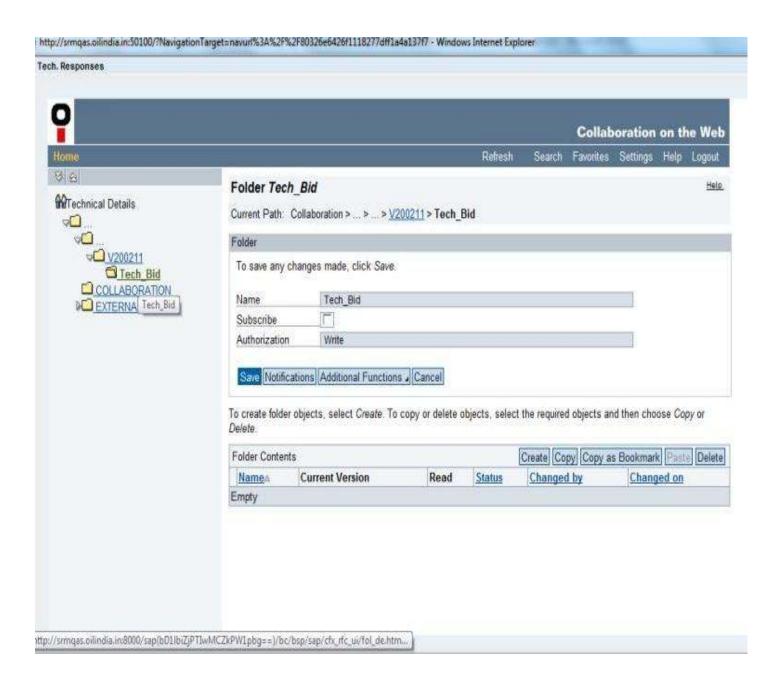
Next Screen on clicking Notes & attachment Tab and go to edit mode

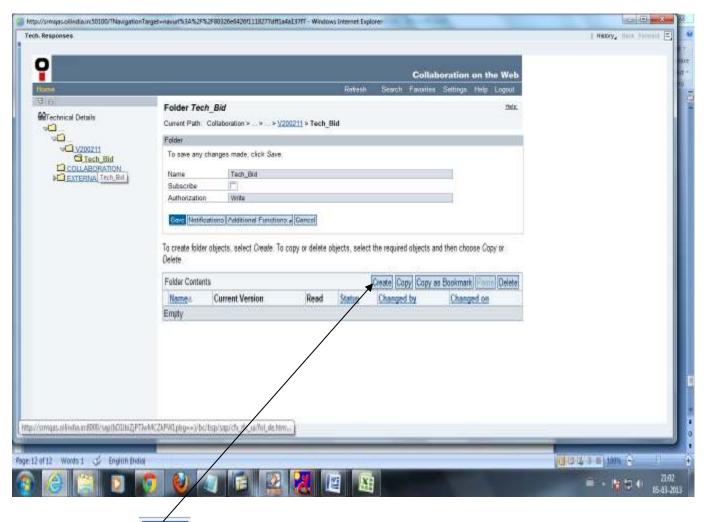


Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on Response. (Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window (Screen shot Below)





Click on button to create and upload new document.

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

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the 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.

10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [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.

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 it's proper usage by their employees.

- 11.2 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.
- 11.2 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.
- 11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.
- 11.4Bidder shall submit the Bid, duly completed in terms of the Bid Document.

12.0 **DEADLINE FOR SUBMISSION OF BIDS**:

- 12.1 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 date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.
- 12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 12.3 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 mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

13.1 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.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.1 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 date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.
- 14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 EXTENSION OF BID SUBMISSION DATE:

15.1 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder

whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

16.0 BID OPENING AND EVALUATION:

- 16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. In technical bid opening date, only Technical RFx will be allowed to open by the system. Bidders therefore should ensure that techno-Commercial bid is uploaded under the Technical RFx Tab Page only and no price should be mentioned anywhere under the Technical RFx.
- 16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. 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.
- 16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above
- 16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3
- 16.6 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 vise 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.
- 16.7 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.

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

17.0 EVALUATION AND COMPARISON OF BIDS:

- 17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 17.3 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.

18.0 CONTACTING THE COMPANY:

- 18.1 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 16.6.
- 18.2 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.

19.0 AWARD CRITERIA:

19.1 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.

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

20.1 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.

21.0 NOTIFICATION OF AWARD:

- 21.1 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 email (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

- 22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

24.0 BID DOCUMENT:

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.

25.0 Mobilization Period: 01(One) Month from the date of issue of LOA.

BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER:

AA. BID REJECTION CRITERIA (BRC)

The bid shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

I) BIDDER EXPERIENCE:

- i) Bidder must have relevant experience of having successfully completed similar works with PSUs / Central Govt. / State Govt. Organization/public limited company in last 7(seven) years ending last day of the month previous to the one in which bids are invited, which should be either of the following: should have successfully completed similar jobs/contracts of value
- 1. Three contracts each of minimum value Rs.50,00,000.00 (Rupees Fifty lakhs only) OR
- 2. Two contracts each of minimum value Rs.62,50,000.00 (Rupees Sixty Two Lakhs Fifty Thousand only)

OR

3. Single contract of minimum value Rs.1,00,00,000.00 (Rupees One Crore only)

Note:-

- (i) "Similar Works" means all work involving carrying out internal electrification jobs of permanent nature like internal wiring, fixing of lights, fans, switchboards, MCCB/MCB distribution boards, earthing etc. in residential buildings, houses and office/commercial complexes.
- ii) Average Annual financial turnover during the last 3(Three) accounting years reckoned from bid closing date shall be at least Rs.37,50,000.00 (Rupees Thirty seven lakhs fifty thousand only).

II) TECHNICAL REQUIREMENT FOR BIDDERS

a) The Bidder must have valid Electrical Contractor's License issued or recognized by State Licensing Board, Govt. of Assam. Bidder must submit copy of all necessary documents related to experience, technical requirement (valid Electrical Contractor's License) and turnover etc. otherwise bid will be rejected.

III) DOCUMENTARY EVIDENCE:

- A) For proof of Annual turnover, any one of the following documents/photocopies of the documents must be submitted along with the bid:
- i) A certificate issued by a practicing Chartered/ Cost Accountants Firm, with membership no. and firm registration no. certifying the Annual Turnover and nature of business.

OR

- ii) Audited Balance Sheet and Profit and Loss account for last 3(three) accounting years reckoned from the bid closing date.
- B) For proof of requisite experience, any one of the following documents/photocopies of the documents must be submitted along with the bid:
- i) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)'/Service Entry Sheet of jobs successfully completed, during last 07(seven) years ending last day of the month previous to the one in which bids are invited, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

ii) Certificate issued by any other Govt. PSUs / Central Govt./State Govt. Organization/public limited company in last (07) seven years ending last day of the month previous to the one in which bids are invited showing:

- (a) Gross value of job done; and
- (b) Nature of job done; and
- (c) Contract Period.
- (d) Contract Number & Date
- iii) Non- submission of the documents as specified in BRC above will result in rejection of bids.

BB. BID EVALUATION CRITERIA (BEC):

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) as per PRICE BID FORMAT of the tender. The qualified bidder with the lowest offered rate shall be awarded the work.
- 2. In case of identical lowest offered rate by more than 1(One) bidder, the selection will be made by draw of lot amongst the bidders offering the identical lowest rates.

3. PURCHASE PREFERENCE TO MSE's:

- (a) Purchase preference to Micro and Small Enterprises 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:
- (b) 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.
- (c) 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.
- (d) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than 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.
- (e) Documents required to be submitted by MSEs: Copy of valid Registration Certificate, if 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. 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."

Note:

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 Equipment

Part-V: Safety Measures Part-VI: Integrity Pact Proforma & Annexures

CC. COMMERCIAL:

1. Bids are invited under Single Stage Two bid system.

- 2. Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 3. Bid security (EMD) shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security (EMD) will be rejected, except those are exempted.
- 4. The system will not permit to submit any bids after the scheduled bid closing date and time.
- 5. Any bid received in the form of Telex /Cable /Fax /E-Mail /Courier will not be accepted.
- 6. Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.
- 7. Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the item, Zero (0) should be entered in place of 'Unit Price' against such part of work.
- 8. Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected
 - a) Performance Bank Guarantee clause
 - b) Force Majeure clause
 - c) Tax liabilities clause
 - d) Arbitration clause
 - e) Applicable Law
 - f) Liquidated Damage clause
 - g) Integrity Pact
- 9. The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.
- 10. Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

11. INTEGRITY PACT: The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide 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.

DD. GENERAL

- 1. Bidders should provide self-attested/attested copies of Service Tax Registration Certificate, VAT registration Certificate, PAN Card, P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)
- 2. In case bidder takes exception to any clause of Tender 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 the 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. 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 BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the Company, failing which the bid will be rejected.
- 4. In case any of the clauses in the BRC contradict with other clauses of bid document elsewhere, than the clauses in the BRC shall prevail.
- 5. OIL will not be responsible for delay or non-receipt of applications for participating in the bid and will not entertain any correspondence in this regard.
- 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.

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

OIL INDIA LIMITED

(A Govt. of India Enterprise) Contracts Department, Duliajan, DISTRICT: DIBRUGARH ASSAM, PIN: 786602

DESCRIPTION OF WORK/SERVICES:-

Miscellaneous wiring jobs in offices, fields, housing and civic installations in Assam and Arunachal Pradesh

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/Smtiand Shri/Smti
carrying on business as partners /proprietor under the firm name
and style of M/s with the main Office atin 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
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.

E-TENDER: CDI0773P17

GCC

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 **104 Weeks** from the commencement date mentioned in the work order. The Contractor must complete the work 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, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c.) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

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 neighborhood.
- 10. The tendered all-exclusive of Price (the Contract price) except service is Rs. XXXXXXXXX (Not to be filled up by the bidder). This will be entered at the time of Signing of the agreement 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 oftener than monthly, up to the amount of 92.5% 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 & 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. 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. FORCE MAJEURE:

21.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such

cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 21.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 21.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

22. TERMINATION:

- 22.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION**): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 22.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE**: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 21.0 above.
- 22.3 **TERMINATION ON ACCOUNT OF INSOLVENCY**: 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.
- 22.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 22.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT**: In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 22.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirely without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 22.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any

other reason not covered under the above clause from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

- **23. CONSEQUENCES OF TERMINATION**: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 23.1 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 23.2 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

24. SETTLEMENT OF DISPUTES AND ARBITRATION:

24.1 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:

- 1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 day's 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.
- 2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding	Number of	Appointing Authority		
claim for interest and	Arbitrator			
counter claim, if any)				
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.		

- 3. 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.
- 4. 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.
- 5. 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.

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

- 8. 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.
- 9. 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.
- 10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- 11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- 12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

24.2 <u>Arbitration (applicable in case of Contract awarded on Public Sector Enterprise)</u>:

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, Department 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 24.1 & 24.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

25. I.B. 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.

25.1 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.

26. 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).

27. Furnishing Fraudulent Information/Document:

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

28. <u>Liquidated Damages for Delay in Mobilisation and/ or Completion of Works and Services:</u>

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization/completion date subject to a maximum ceiling of 7.5% of contract value.

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 Attorne		
by the hand of	(Full Name of Signatory)		
its Partner/Legal Attorney			
	(Seal of Contractor's Firm)		
	(Signature of witness)		

And in presence of	
Date:	(D. 11 N
	(Full Name of Signatory)
	Address:
	(Signature of Acceptor)
SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED	Designation
Dete	

SOQ E-TENDER: CDI0773P17

OIL INDIA LIMITED (A Govt. of India Enterprise)

Description of Service: Miscellaneous wiring jobs in offices, fields, housing and civic installations in Assam and Arunachal Pradesh

Part-II Schedule of Work, Unit and Quantity (SOQ): Please do not quote here

Ser. Line	Description of Services	Quantity	UOM <mark>*</mark>
10	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). Length of upto 7 meter. Make of cable: Havells/Finolex/L&T/Polycab, Make of PVC Casing Capping: AKG/Presto Plast or BIS approved make, Make of casing box: Anchor/Legrand/Richa or equivalent or Approved by Engineer in Charge.	1,600	NO
20	Wiring for light plug point with 3X1.5 s: 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 along with 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.	750	М
30	Circuit wiring 2x2.5 sq mm+1x2.5 sq mm P: Wiring for circuit / submain/Power wiring along with 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.	2,800	М
40	Power wiring with 2 x 4 mmsq PVC wire+: Wiring for circuit/ submain/Power wiring along with 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	1,000	М

soq	E-TENDE	R: CDI077	73P17
	Plast or Equivalent or BIS approved or Approved by Engineer in Charge.		
50	Circuit wiring 2x6 sqmm +1x6 sq mm PVC w: Wiring for circuit/ submain wiring along with earth wire with the 2x 6 mmsq + 1 x 6 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.	400	M
60	Circuit wiring 4x10 sq mm + 2x10 sq mm P: Wiring for circuit/ submain wiring along with earth wire with the 4x 10mmsq + 2 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 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.	200	М
70	Point wiring in PVC conduit: 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 / recessed medium grade ISI approved 25 mm size PVC conduit, suitable GI box 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). Concealed Point wiring includes laying of PVC conduit in the roof/Wall also. Make of cable: Havells/Finolex/L&T/Polycab, Make of PVC conduit: AKG/PLaza ,Make of Modular switch :Legrand/L&T/Scheider/Crabtree or Approved by Engineer in Charge.	100	NO
80	Supply & fixing of 3 Module PVC box with: Supplying, fixing and installation of 3 modules PVC Box along with modular base & cover plate for modular switches in Surface etc as required. Internal connection of wire is included in the item. Make of Modular item :Legrand/L&T/Scheider/Crabtree or Approved by Engineer in Charge.	400	NO
90	Supply & fixing of 4 Module PVC box with: Supplying, fixing and installation of 4 modules PVC Box along with modular base & cover plate for modular switches in Surface etc as required. Internal connection of wire included in the item. Make of Modular item: Legrand/L&T/Scheider/Crabtree or Approved by Engineer in Charge.	350	NO
100	Supply and Fixing of 8 Module PVC box w: Supplying, fixing	400	NO

soq	E-TENDER: CDI0773P17		
	and installation of 8 modules PVC Box along with modular base & cover plate for modular switches in Surface etc. as required. Internal connection of wire is included in the item. Make of Modular item ::Legrand/L&T/Scheider/Crabtree or Approved by Engineer in Charge.		
110	Supply and fixing 3 Module box with 6 A: 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/Scheider/Crabtree or Approved by Engineer in Charge.	1,000	NO
120	Supply and fixing 4 Module box with 16 A: 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/Scheider/Crabtree or Approved by Engineer in Charge."	350	NO
130	Supply and fixing of Modular Regulator: Supply, installation and wiring of 1 Module step Fan Regulator 100W Make: Legrand/L&T/Crabtree/Schneider or as approved by Engineer In charge	200	NO
140	Supply and fixing of modular type blanki: Supply, installation of Blank Plate Make: Legrand/L&T/Crabtree /Schneider or as approved by Engineer In charge	400	NO
150	Supply and fixing of 6 A Modular Switch: Supply, installation and fixing of 6 A Modular switch in the existing modular boxes, Make of Modular switch: Legrand/L&T/Scheider/Crabtree or Approved by Engineer in Charge.	3,500	NO
160	Supply and fixing of ceiling rose: Supplying and fixing 3 pin, 5 amp ceiling rose	3,500	NO
170	Fixing of ceiling fan: Installation, testing and commissioning of ceiling fan including wiring the down rods of standard length upto 30cm with 1.5 sqmm FRLS PVC insulated, copper conductor, single core cable etc. as required. Make of cable: Havells/Finolex/Polycab	400	NO
180	Fixing of exhst fan 300 mm sweep: Installation, Testing and commissioning of exhaust fan from 300 mm sweep to 450 mm sweep 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.	100	NO
190	Supply and fixing of Chemical Earth e: 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	50	NO

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	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		
200	Supply and fixing of 1 x 14 WT5 batten f: Supply, Installation, testing and commissioning of CRCA box type,1x14W T5 fluorescent fitting with all accessories and tube etc,including fixing arrangement on wall, wiring and connection with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required. Fitting shall be similar to Crompton Greaves cat no: T5JB13114EB or equivalent. Make: Philips/Crompton/GE/Bajaj/Havells or Approved by Engineer in Charge.	100	NO
210	Supply and fixing of 1 x 28 WT5 batten f: Supply, Installation, testing and commissioning of CRCA box type,1x28W T5 fluorescent fitting with all accessories and tube etc,including fixing arrangement on wall, wiring and connection with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required. Fitting shall be similar to Crompton Greaves cat no:T5JB1328EB or equivalent. Make: Philips /Crompton/GE/Bajaj/Havells or Approved by Engineer in Charge.	400	NO
220	Supply and fixing of suspended type 1x28: Supply, Installation, testing and commissioning of pre-wired, 1x28 WT5 Suspended type fluorescent fitting with all accessories and tube etc., including supplying and fixing ball and socket arrangement,/Hooking arrangement in ceiling, 2 no. down rods of 20 mm dia X 1.6 mm thick steel conduit upto 45 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. Fitting shall be similer to Philips make TCS150 1xTL5-28W type luminaire, including 1 No 28W TL5 tube Make: Philips/Crompton/GE/Bajaj/Havells or Approved by Engineer in Charge.	200	NO
230	Supply and fixing of suspended type 2 x: Supply, Installation, testing and commissioning of pre-wired, 2 x 28 W T5 Suspended type fluorescent fitting with all accessories and tube etc., including supplying and fixing ball and socket arrangement/Hooking arrangement in ceiling, 2 no. down rods of 20 mm dia X 1.6 mm thick steel conduit upto 45 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. Fitting shall be similar to Philips make TCS150 2xTL5-28W type luminaire, including 2 No 28W TL5 tube Make: Philips/Crompton/GE/Bajaj/Havells or Approved by Engineer in Charge.	100	NO

soq	E-TENDE	R: CDI077	73P17
240	Supply and fixing of suspended /recess t: Supply, Installation, testing and commissioning of pre-wired, 4x 14 W T5 Recess mounted fluorescent fitting with all accessories and tube etc., including supplying and fixing of hanging arrangement, connection with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc as required. Fitting shall be similar to Bajaj make BLMRA 418 TD WEB4 luminaire, including 4 No 14 W TL5 tube and reflector. Make: Philips/Crompton/GE/Bajaj/Havells or Approved by Engineer in Charge.	30	NO
250	Supply and fixing of Single phase 63 A M: Supplying, installation and fixing of 6 way as outgoing with double door, single pole and neutral, sheet steel, MCB distribution board, 240 volts, on surface, complete with 100 A tinned 6 way copper busbar, 6 way neutral busbar, 6 way earth bar, din rail, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required. DB shall have following as incomer:63 A double pole RCBO, sensitivity 30 mA -1 nos. Outgoings are 10 A MCB C curve-3 nos,20 A MCB C curve-3 nos. Make of RCBO, MC Bs and box shall be of same make and shall be Schneider/ Siemens/Legrand/Indo Asian or Approved by Engineer in Charge. DB shall be similar to Legrand cat no- 6077 10	30	NO
260	Supply and fixing of Single phase 63 A M: Supplying, installation and fixing of 8 way as outgoing with double door, single pole and neutral, sheet steel, MCB distribution board, 240 volts, on surface, complete with 100 A tinned 8 way copper busbar, 8 way neutral busbar, 8 way earth bar, din rail bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required. DB shall have following as incomer: 63 A double pole RCBO, sensitivity 100mA -1 nos. Outgoings are 10 A MCB, C curve-4 nos, 20 A MCB, C curve-4 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 11	20	NO
270	Supply and Fixing of Single phase 63 A M: Supplying, installation and fixing of 12 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	25	NO
280	Supply,Installation,Testing & commission: 3 phase 8 way 63A MCB DB: 3 phase 8 way TPN prewired MCB DB with double door of following specification: DB shall be as per IS	12	NO

SOQ	i i	K: CDIU/	SPI
SUQ	8623, Suitable for Flush mounting and surface mounting application with 100 A copper busbar for each phase, with neutral bar, earth bar and cable ties for cable management, fully insulated busbar and neutral bar. DB shall have proper arrangement for door earthing and corner shields for better protection, Pan assembly for ease of installation, masking sheet, reversible doors, with provision for four pole MCB/Isolator/RCCB/RCBO as incomer and SP MCB as outgoing, supplied with wire set and MCBs. Wires shall be FRLS copper single core cables of sufficient capacity. DB shall have protection against mechanical impact, minimum protection index shall be IK 09 with acrylic door of IEC-62262 and Ingress protection of IP43. Limiting dimensions of DB shall be: front side length with door: 700 mm, breadth: 500 mm and depth 70 mm. Knockouts on the top shall be of following dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia. Knockouts on both sides shall be of fellowing dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia. Knockouts on both sides shall be of fellowing dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia. Knockouts on both sides shall be of fellowing dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia. Knockouts on both sides shall be of fellowing dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia. Knockouts on both sides shall be of fellowing dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia.	R: CDIO7	SF17
	be of following dimensions: 1 no. 32 mm dia and 2 nos., 25 mm dia. Part 1:DB shall have 63 A, 100 mA RCBO as incomer as per IS: 12460 with latest amendments, Part 2. Outgoing distribution in each phase shall consist of 8 nos. of MCB (4 nos. of 10 A and 4 nos. of 20 A MCB), all C curve, 10 KA capacity; total no. of MCBs in DB-24 nos. All MCBs shall be as per IS/IEC 60947-2. Make: Legrand/Siemens/Schneider/Indo-Asian/Havells.		
290	Supply, Installation, Testing & commission: Supply, Fixing and Installation of 7 SEGMENT TPN MCB DB 8 way: Prefabricated 7 SEGMENT 3 PHASE WAY Double door MCB DB suitable for surface/Recess mounting, IP 43 / IP 42 -IK 09 with metal door enclosure. Fully insulated 100A copper bus bar for each phase with insulated neutral and earth bar, door earthing. SIMILAR TO LEGRAND CAT NO 6078 36 flash mounting on brick wall with following specifications. DB shall be fitted with the following incoming & outgoing devices.Seg1: INCOMER (MAIN) 125A 4Pole C series MCB 1NO; Seg 2,3 & 4: (Sub incomer)R-Y-B each phase incomer shall have -63A RCBO DP, sensitivity 100 mA. Seg 5,6 & 7: each phase OUTGOING shall have 32A SP MCB 4 Nos and 20 A MCB 4 nos. with 100 amp. tinned copper busbar should be provided for phase & neutral. Pre- fabricated DB and it's connection loop wires, busbars etc. MCB's shall be from same manufacturer. All MCBs should be 'C' curve, 240v AC rated, 10kA rated breaking capacity, with DMC housing, suitable for class-II tropicalisation (as per IEC) & approved by ISI or IEC. MCBs should have integrated label holder, biconnect upper & lower terminals & air channels for low temp. rise.DB shall be as per IS-8623.All wires inside DB shall have ferrules for identification of circuit no. All unused openings should be fitted with Blanking Plates. Instruction in English for resetting RCBO/RCCB in case of tripping shall be printed on a paper and shall be pasted on inside of the enclosure cover. All ougoing MCBs shall be marked with paint for identification of area being fed. MAKE OF DB and components: Legrand / Schneider / Siemens/Indo Asian/L&T or as approved by	10.00	NO

SOQ E-TENDER: CDIO			73P17		
	Engineer In charge of Electrical Department.				
300	Supply, Installation, Testing & commission: "S/F of VTPN DB: Supply, fixing and Installation of 3 PHASE 12 WAY outgoing vertical TPN MCCB DB.SIMILAR TO LEGRAND MAKE CAT NO 6079 18 on wall with following specifications. DB shall be fitted with the following incoming & outgoing devices. (a)Incomer: One no. 4 pole,400 v AC, 160 amp,16KA MCCB with electronic earth leakage module similar to Legrand cat no 4200 37, shall be approved by ISI or IEC, as incomer(Earth leakage module setting: Adjustable sensitivity: 0.03 - 0.3 - 1 - 3 A) Adjustable tripping: 0 - 0.3 - 1 -3s (with 0.03 A possible only 0s). (b)Outgoings: 1) four (4) nos, 63 amp 'C' curve TP MCB as outgoing 2) six(6) nos 32 amp 'C' curve SP MCB as outgoing, suitable for class-II tropicalisation (as per IEC) & approved by ISI or IEC. All outgoing MCBs should be 'C' curve, 240v AC rated, 10kA rated breaking capacity, with DMC housing, suitable for class-II tropicalisation (as per IEC) & approved by ISI or IEC. MCBs should have integrated label holder, biconnect upper & lower terminals & air channels for low temp. rise. DB should be as per IS-8623 with latest amendment. DB should have external earth terminal & mounting holes. Cable ties & wire leads for wiring incomer MCCB to respective phase & neutral buses should be supplied and wired with single core 35 sqmm stranded copper cable with tinned copper lugs. 250 amp tinned copper busbar should be provided for phase & neutral. Neutral & Earth bar should be 12 way each & suitable for termination of wires with pin type cable lugs. Enclosure type- IP-54 with double door. DB shall have cable entry box on top side for keeping spare length of cables. All wires inside DB shall have ferrules for identification of circuit no. All unused openings should be fitted with Blanking Plates. All outgoing MCBs shall be marked with paint for identification of area being fed. MAKE OF DB and components: Legrand / Merlin Gerin / Siemens or as approved Dept. These VTPN DB will be used to distribute power to SPN DB placed in the floor.	10.00	NO		
310	Supply & Fixing of 100 A MCCB: Supply and fixing of 36 KA 415 V 50 Hz 4P MCCB ,with enclosure of 100 A capacity complete with making necessary connection as required and as specified and directed by the Engineer in charge. Enclosure shall be fixed on the wall with the proper size achoring fastner. Fixing of MCCB in model similar to make 4202 35 or equivalent of Schneider/Siemens/Legrand/Indo Asian.	30.00	NO		
320	Installation, testing and commissioning: Installation, testing and commissioning of 7 Segment DB in the wall. Hole for fixing the DB shall be done by drilling machine and fixed the DB with help of anchoring fastener. All internal connections are done by proper size of lugs. Wire shall be crimped with the lugs. All accessories like gland/Lugs/ferrule shall be supplied by the contractors	20.00	NO		

330	Installation, testing and commissioning: Installation, testing and commissioning of 8 way/12 way TPN DB in the wall. Hole for fixing the DB shall be done by drilling machine and fixed the DB with help of anchoring fastener. All internal connections are done by proper size of lugs. Wire shall be crimped with the lugs. All accessories like gland/Lugs/ferrule shall be supplied by the contractors	20.00	NO
340	Installation, testing and commissioning: "Installation, testing and commissioning of 12 way VTPN DB in the wall. Hole for fixing the DB shall be done by drilling machine and fixed the DB with help of anchoring fastener. All internal connections are done by proper size of lugs. Wire shall be crimped with the lugs. All accessories like gland/Lugs/ferrule shall be supplied by the contractors"	15.00	NO
350	Supply and fixing of 20 A Metallic S/Soc: Supplying and installation of Surface/reccess 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.	75.00	NO
360	Laying and fixing of PVCA cable upto 35: Laying and fixing of one number Armoured PVC insulated and PVC sheathed power cable of 1.1 KV grade on wall surface/ Tray/False ceiling/False floor as required of size upto 35 mmsq. Clamped with 1 mm thick saddle.	300.00	M
370	Laying and fixing of PVCA cable from 35: Laying and fixing of one number Armoured PVC insulated and PVC sheathed power cable of 1.1 KV grade on wall surface/ Tray/False ceiling/ False floor as required of size 35 mmsq to 120 mmsq with clamped with 25 x 3 mm MS flat clamp.	300.00	M
380	Supply of 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.	150.00	NO
390	Supply and Fixing 200 x 250 x 48 mm PVC: "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"	200.00	NO
400	Supply and Fixing 175 x 100 x 48 mm PVC: "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"	200.00	NO
410	Point wiring more than 7 M: Same as item No.10 for the wiring length of per point wiring beyond 7M. Unit will be per meter wiring length for the excess wiring length beyond 7M GRAND TOTAL₹	1,200.00	M

*Note: NO-NUMBER, M-METER

NOTE

1. Bidder to quote Unit Rate for a particular item as per above price bid format.

- 2. Bidders are requested to quote exclusive of 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.
- 3. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.
- 4. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the GRAND TOTAL Value of the bid as per the Price Bid Format. Purchase preference to MSE's as per BEC Clause No.3 will be provided.

*****End of SOQ*****

GENERAL

1.1 Special conditions if contract shall be read in conjunction with the General Conditions of Contract, Schedule of Quantities specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of contract is repugnant to or at variance with any provisions of the Special conditions of Contract, then unless different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnance or variance cannot be reconciled with the tender conditions of contract and shall be to the extent of such repugnance of variations, prevail; it being understood that the provisions of General Conditions of Contract shall otherwise prevail.
- 1.4 Wherever it is stated anywhere in this tender document that such and such a supply is to be effected or such and such a work is to be carried out, if shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention if specifically and expressly stated herein or otherwise explicit from the context.
- 1.5 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/Specifications/Codes of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions of Company will be binding on the Contractor.
- 1.6 The items given under Bill of Quantity shall be read in conjunction with scope of work, scope of supply (by Contractor) and job specifications and in case of any irreconcilable conflict between them the provision in the item under "Bill of Quantity" will override the corresponding provision only if the scope of work, scope of supply and job specifications, which cannot be reconciled in such cases the decision of Company shall be final and binding on the contractor.
- 1.7 In case of contradiction between Indian Standards, General Conditions of Contract, Special Conditions of contract, Specifications Drawings, Bill of Quantity, the following shall prevail in order of precedence.

(i) Letter of intent / Detailed Letter of intent along with statement of Agreed Variations and its enclosures.

- (ii) Bill of Quantity.
- (iii) Special Conditions of Contract.
- (iv) Job specifications/
- (v) Drawings
- (vi) General Condition of contract
- (vii) Indian Standard/Technical/Material Specifications.

2.0 LOCATION OF SITE AND SITE PARTICULARS

- 2.1 Operational areas of OIL INDIA LIMITED in Assam and Arunachal Pradesh.
- 2.2 The intending Bidder shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions and job details before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.

3.0 STATUTORY REQUIREMENT FOR WORK

- 3.1 The contractor should have valid Electrical Contractor License issued or recognized by State Licensing Board, Govt. of Assam. In case license expires during contract period the same shall be renewed by the contractor. The contract shall be terminated if the license is not renewed if required.
- 3.2 Contractor shall employ work persons with valid wireman permit issued by State Licensing Board, Govt. of Assam to carry out all electrical jobs and shall deploy one supervisor holding valid Electrical supervisor's competency certificate issued/recognized by State Licensing Board, Govt. of Assam for supervision of electrical jobs.
- 3.3 Quality of jobs carried out by the Contractor shall be of high standard and should be as per the norms of BIS, NEC, CEA Regulations and other electrical standards recognized by the company.

4.0 POWER

Electricity required for wiring purpose shall be arranged by the contractor. However, electricity may be provided by the Company at its discretion to use drill machine or any other portable tools required for wiring purposes if available at nearest point. The Contractor shall have to arrange for required switch board with proper safety device like RCBO/ELCB/RCCB to draw power and use safely from the existing source.

5.0 SCOPE OF SUPPLY

Company does not envisage supplying any material for this work & contractor has to arrange all materials of his own & the rates quoted shall be deemed to include the same.

6.0 SCOPE OF WORK

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 Bill of Quantities (BOQ), specifications, and drawings, BIS / NEC guidelines and as per the instructions by Engineer-in-charge (electrical), of the Company. The scope of work shall cover internal electrification works of any office building/Industrial house/ Residential area and as specified by concerned Engineer in charge. The broad items/activities covered under internal electrical works shall include the Supply, Carry out & Installation of the following

- i) Point wiring of all lights points, call bell points, Ceiling fan points, exhaust fan points.
- ii) Light plug points, general power points, metal clad plug & socket outlet points etc. including light and power accessories etc. complete in all respects.
- iii) All Surface/concealed wiring shall be through BIS marked Medium/heavy duty PVC Casing capping/conduit on or through wall, roof, floor beams, false ceiling, floors etc.
- iv) Cables from Main Distribution Board to Sub Distribution Board, sub main wiring from main/sub distribution boards to various final distribution boards.
- v) Main Distribution Boards, Sub-Main Distribution Boards and Sub Distribution Boards.
- vii) Light fixtures, and exhaust fans.
- viii) Earthing of all Main CFS, Main DBs and SUB DBs etc. complete in all respects.

8.0 SCHEDULE OF QUANTITIES/RATE

- 8.1 The quantities shown against the various items are only approximate and may vary to any extent individually subject to relevant clause of General Conditions of Contract. Any increase or decrease in the quantities shall not form the basis for alteration of rates quoted and accepted including where low/high rates have been quoted by the successful bidder.
- 8.2 The Engineer in charge reserves the rights to interpolate or extrapolate the rate for any new item of work not finding a place in the Bill of Quantity, for similar items of lower and or higher magnitude available in the Bill of Quantity.

8.3 In case any activity though specifically not covered in Bill of Quantity description but covered under scope of work/spec./drawing etc., contractor has to carry out the same without any extra claim.

9.0 PRICE VARIATION

OIL requires "FIRM PRICES" as indicated in General Conditions or Contract during Contract period and no material or labour escalation shall admissible on any account whatsoever.

10.0 MEASUREMENTS, BILLING & TERMS OF PAYMENT

All works shall be measured in metric system based on actual work done as per the terms and conditions of the Tender documents. Running Accounts bills based on Bill of Quantity shall be prepared and submitted based on joint measurements.

11. DEDUCTIONS FOR INCORRECT WORK:

If, the Engineer-in-charge(Electrical) deems it expedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the contract price shall be made thereof and the decision of the engineer shall be final.

TECHNICAL SPECIFICATIONS

CHAPTER -1

TECHNICAL REQUIREMENTS & MEASUREMENT SYSTEM

1.0 SCOPE

This chapter covers the general technical requirements and measurement system of the various components in Internal Electrical Installation works.

1.0 TERMINOLOGY

1.1.1 The definition of terms shall be in accordance with 18:732-1989 (Indian Standard Code of Practice for Electrical Wiring), except for the definitions of point, circuit, and sub-main wiring, which are defined in clauses 2.2.1, 2.3.1, and 2.3.2 hereunder.

1.2 POINT WIRING

1.2.1 Definition

Point wiring:

A point (other than socket outlet point) shall include all work necessary to complete wiring to the following outlets from the controlling switch or MCB.

1.2.2 Scope

Includes supply & fixing of all specified items like Conduit Casing -capping, accessories like screws, rawl plug, Outlet boxes, junction boxes, pull-through boxes-etc, including metal boxes if any, provided with switch boards for loose wires/conduit terminations, Bushed conduit or porcelain tubing where wiring cables pass through wall etc.

1.2.3 Measurement:

1.2.3.1 Point Wiring:

There shall be no linear measurement for point wiring for light points, fan points, exhaust fan points and call bell points.

These shall be measured by counting only.

1.2.3.2 Wiring for socket outlet points:

Light plug point 6 A, Power point 6/16A, 20A metallic socket wiring shall be measured as total length of wiring and shall be measured on linear basis along the run of wiring depending on the actual number and sizes of wires run .

The power point outlet may be 16A /6 A six pin socket outlet, where so specified in the tender documents.

1.3 CIRCUIT AND SUBMAIN WIRING:

1.3.1 Circuit wiring

Circuit wiring shall mean the wiring from the distribution board up to the tapping point for the nearest first point of that distribution circuit, viz. upto the nearest first switch box.

1.3.2 Sub-main wiring:

Sub-main wiring shall mean the wiring item one main/distribution switchboard to another.

1.3.3 Measurement of sub-main wiring:

The sub main wiring shall be measured on linear basis and paid for separately.

1.4. OTHER WIRING WORKS:

Except as specified above for point wiring, circuit wiring and sub-main wiring, other types of wiring 'shall be measured separately on linear basis along the run of wiring depending on the actual number and sizes of wires run.

1.5 SYSTEM OF DISTRIBUTION AND WIRING:

1.5.1. Control at the point of entry of supply:

There shall be a circuit breaker on each live conductor of the supply mains at the point of entry.

1.5.2 Distribution:

The wiring shall be done on a distribution system through main and/or branch distribution boards. The system design as well as the locations of boards shall be as indicated in BOQ/drawings or as specified by the OIL Engineer-in-charge. Main distribution board shall be controlled by a circuit breaker. Each outgoing circuit shall also be controlled by a circuit breaker. The branch distribution board shall be controlled by a circuit breaker. Each outgoing circuit shall be provided with a miniature circuit breaker (MCB) of specified rating on the phase or live conductor. The loads of the circuits shall be divided, as far as possible, evenly between the

number of ways of the distribution boards, leaving at least one spare circuit for future extension.

The neutral conductors (incoming and outgoing) shall be connected to a common link (multilayer connector) in the distribution board and be capable of being disconnected individually for testing purposes.

'Power' wiring shall be kept separate and distinct from 'Lighting' wiring, from the level of circuits i.e., beyond the branch distribution boards.

1.5.3. Balancing of Circuits:

The balancing of circuits in three wire or poly phase installations shall be arranged beforehand to the satisfaction of the OIL Engineer-in-charge.

1.5.4 Wiring System:

Wiring shall be done only as per "point wiring" or "running metre" standard, as explained above. Lights, fans and call bells shall be wired in the lighting circuits. 6/16A combined socket outlets and other power outlets shall be wired in the 'Power' circuits.5A/6A Socket outlet shall be wired in the light plug point circuit. The wiring throughout the system shall be such that there is no break in the neutral wire except in the form of linked MCCB's, MCB's, RCBO's etc.

1.5.5 Run of Wiring:

The wiring shall be in surface casing-capping and/or concealed conduit. Due consideration shall be given for neatness, good appearance and safety.

1.6 Joints in wiring:

No bare conductor in phase and / or neutral or twisted joints in phase, neutral, and / or protective conductors in wiring shall be permitted. There shall be no joints in the through-runs of cables. If the length of final circuit or sub main is more than the length of a standard coil, thus necessitating a through joint, such joints shall be made by means of approved mechanical connectors in suitable junction boxes.

1.7 RATINGS OF OUTLETS:

Exhaust fan, fluorescent tubes, compact fluorescent tubes, shall be rated according to their capacity.

1.8 CAPACITY OF CIRCUITS:

'Lighting' circuit shall not have more than a total of 10 points of light, fan and socket outlets, or a total connected load of 800W, whichever is less. 'Power' circuit shall have only one outlet per circuit.

1.9 CONFORMITY TO CEA REGULATIONS, 2010 AND STANDARDS:

All electrical works shall be carried out in accordance with the provisions of CEA Regulations, 2010, , BIS AND National Electric code, National Building Code. List of Rules of particular importance to building installations is given in Appendix for reference. The works shall also conform to relevant Indian Standards In all electrical installation works, relevant safety codes of practice shall be followed.

1.10 GENERAL REQUIREMENTS OF COMPONENTS:

1.10.1 Quality of materials:

All materials shall be of such design, size and material as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

1.10.2 Ratings of components:

All components in a wiring installation, conductors, switches and accessories shall be of appropriate ratings of voltage, current, and frequency, as indicated in BOQ.

1.10.3 Conformity to Standards:

All components shall conform to relevant Indian Standard Specification, as per broad list specifying makes of components given in 'Appendix-A' including amendments or revisions there of up to the date of tender acceptance, shall be applicable in the respective contracts.

1.10.5 General Notes:

- a) Items shall be procured from the manufacturer or their authorized dealers only.
- b) All the items shall be brand new and shall bear BIS monogram, wherever specified.
- c) Item shall be guaranteed for a period of one year from the date of installation of materials against any manufacturing defect or workmanship.

1.11 CABLES:

1.11.1 Wiring cables:

Conductors of wiring cables shall be of copper. The smallest size of conductor for various circuits including earthing shall be not less than as follows:

'lighting' 1.5 sq mm. 'Power' 4 sq mm, Sub Main 6 sq mm, Main 10 or 16 sq.mm, All wiring cables shall be Copper, FRLS, single core, PVC insulated, unsheathed, 1100V grade, BIS marked & FIA & TAC approved, with flexible conductor.

1.12 PVC Casing and Capping

1.12.1 Fixing casing-capping

PVC casing and capping shall be BIS marked. PVC casing and capping should be strong and properly fitted so as to hold wires laid in it 70% to its full capacity for all areas. It should be rigidly screwed at 150mm interval crosswise with suitable woodscrews of 25mm length turned in PVC sleeve inserted in neatly drilled holes of proper size and depth with cup washer to give proper grip over more surface area. Providing and fixing of PVC casing and capping include bends, elbows, tees, inside and outside corners, round blocks and painting. It can be run whether in horizontal or vertical position as required. The inspection shall be done from time to time as the work progresses. Capping shall not be put on until the work has been inspected after the wires are laid in position and approved by the Engineer-in-charge.

1.12.2 Providing earth continuity wires:

The earth continuity wire shall be provided in the casing throughout the length of wiring. The size of earth continuity wire shall be same size with the main wire for circuits. All metallic parts, switchboards, light fittings and power sockets shall be connected to the earth wires and the connection shall be electrically and mechanically sound.

1.13 PVC Conduits:

- 1.13.1 All rigid conduit pipes shall be of medium duty PVC conduit of standard quality and be BIS marked.
- 1.13.2 The conduit wiring system shall be complete in all respects, including their accessories. Where a large number of control switches and/or fan regulators are required to be installed at one place, these shall be installed in more than one outlet box adjacent to each other for ease of maintenance.

2.3.1 Bunching of cables:

Cables shall always be bunched so that the outgoing and return cables are drawn into the same conduit. Where the distribution is for three phase loads only, conductors for all the three phases and neutral wire shall be drawn in one conduit.

1.13 WIRING ACCESSORIES:

1.13.1 Control switches for points:

Control switches (single pole switches) carrying not more than 16A shall be modular type complete with plate, as specified, and the switch shall be #ON# when the knob is down. Control switch shall be placed only in the live conductor of the circuit. No single pole switch or fuse shall be inserted in the protective (earth) conductor, or earthed neutral conductor of the circuit.

1.13.2 Socket outlets:

6/16 pin Socket outlets shall be of shutter type modular complete with plate. These shall be rated either for 6A, or 16A. Combined 6 pin 6A/16A pin socket outlet shall be provided in 'Power' circuits wherever specified.6A Socket outlets shall only be of 5 pin type; the third pin shall be connected to earth through protective (loop earthing) conductor. The control switches for 6A and 16A socket outlets shall be kept along with the socket outlets. Generally socket out let shall be installed at a height of above 30 cm but below 130 cm from the floor level. The layout of wiring shall be as approved by Engineer in Charge.

1.13.3 Switch box covers:

These shall be modular type of suitable size.

1.14 FITTINGS:

1.14.1 Indoor type fittings specification:

Mirror optic suspension mount T5 fluorescent tube light luminaire with all accessories and lamps, ready for installation as per the following description.

1) Optical system should provide all round glare and beam control.

- 2) Luminaire shall be supplied with:
 - a) 1/2x28 Watt T5 fluorescent lamp.
 - b) 1/3/4 x14 Watt T5 fluorescent lamp.
- 3) Luminaires shall be pre-wired up to the terminal block and fitted with High Performance electronic ballast (THD<10%) as standard, PF> 0.95; ballast to conform to IS/IEC for safety/ performance.
- 4) Luminaires shall be supplied with all standard accessories (including chains etc.) for suspension mounting.

Power supply: 230/240v, 50 Hz, single phase

Make: Philips/Bajaj/Crompton Greaves/GE/Havells/Osram

The type of fittings shall be as specified in BOQ.

1.16 PRE-WIRED MCB DISTRIBUTION BOARDS:

Pre wired MCB DB's shall be provided only where specified.

The complete board shall be factory fabricated and shall be duly pre wired in the works, ready for installation at site.

The board shall be of wall mounted, cubicle type construction, fabricated out of 1.6mm thick sheet steel, with stove enameled paint finish. The board shall also be provided with a loose wire box as a compartment for the complete width and, depth of the board, and of minimum height of 125mm in case of TPN DB's, and 100mm in case of SPN DB's. The board shall be provided with a hinged cover of 1.6mm thick sheet steel in the front. Only the knobs of the MCB's shall protrude out of the front covers through openings neatly machine made for the purpose. Knock out holes at the bottom, and detachable plate with knock out holes at the top of the board shall be provided. Each distribution board shall be provided with a circuit list giving details of each circuit which it controls and the current rating of the circuit, and the size of the MCB. The board shall be complete with the following accessories:

- a) 100 A copper bus bar(s) for MCB DBs.
- b) 250 A copper busbar for MCCB DB
- c) Neutral link.
- d) Common earth bar.
- e) DIN bar for mounting MCB's
- f) Screw type terminal connectors suitable for incoming and outgoing cables.
- g) Earthing stud(s)

The board shall be fully prewired with single core PVC insulated copper conductors/insulated solid copper links, and terminated on to extended type terminal connectors, suitable for connections to the sizes of the respective conductors. All incoming and outgoing wiring to the pre wired MCB DB's shall be terminated only in extended terminal connectors to be provided within the DB. The terminal connectors shall, therefore, be so provided as to facilitate easy cable connections and subsequent maintenance. Elmex connectors are to be provided. A common copper earth bar shall be provided within the loose wire box. The common neutral bar as well as the terminal connectors shall, however, be provided within the main compartment just below the loose wire box.

1.17 MINIATURE CIRCUIT BREAKERS (MCB's):

'C' series MCB's shall be invariably used for all loads. Ratings (A), number of poles, type as MCB or isolator, etc. shall be as specified in the BOQ. The MCB's shall be of minimum 10KA rupturing capacity.

1.17 SWITCH BOARD LOCATIONS:

1.17.1 General aspects:

Switch boards shall be located as indicated on the drawings or as instructed by OIL's engineer. However exact location will be as per suitable available spaces.

1.18: A switch board shall be installed so that its bottom is 1.30 m from the floor level. Where it is required to terminate a number of casing capping or conduits on a board, it may be convenient to provide a suitable PVC adopter box for the purpose. Such boxes shall be provided with the prior approval of the Engineer-incharge (Electrical) and this will not be paid for separately. No apparatus shall project beyond any edge of the panel.

1.21 FANS, REGULATORS AND CLAMPS:

1.21.2 Fan Regulators:

Electronic modular type fan regulator shall be from approved vendor. The regulators are to be procured from authorized dealer to ensure genuineness of the material. Fan regulator shall be fixed in the switch board as per the ceiling fan circuit shown in the drawing.

1.22 WORKMANSHIP:

Good workmanship is an essential requirement to be complied with. The entire work of manufacture/fabrication, assembly and installation shall conform to sound Engineering practice. The work shall be carried out under the direct supervision of a person holding a valid supervisor's certificate of competency issued by the State Govt. for the type of work involved, employed by the contractor, who shall rectify then and there the defects pointed out by the Engineer-in-charge (Electrical) during the progress of work.

1.23 COMMISSIONING ON COMPLETION:

After the entire wiring is completed, a joint inspection shall be carried out. The contractor shall rectify the defects pointed out by OIL during inspection. The works shall be tested by the contractor and contractor shall submit the test certificates duly signed by the competent persons. The system shall be energized only after OIL approves the work done and submission of test certificate.

APPENDIX-A

APPROVED MAKE OF MATERIALS

i) SINGLE CORE BIS MARKED COPPER FRLS INSULATED STRANDED FLEXIBLE 1100 V GRADE CABLE AS PER IS 694.

FINOLEX/HAVELLS/L&T/POLYCAB/RR KABEL/OR EQUIVALENT MAKE (TO BE APPROVED BY ELECTRICAL ENGINEER-IN-CHARGE)

- ii) COPPER LUGS DOWELL/3D-BILLET/JAINEX/SCHNEIDER(MERLIN GERIN)
- iii) BIS MARKED PVC CASING CAPPING PRESTO PLAST/AKG/PLAZA/RICHA/Equivalent
- iv) METAL CLAD SWITCH SOCKET UNIT- 20/25 Amps. LEGRAND/SCHNEIDER (MERLIN GERIN)/SIEMENS/HAVELLS/INDO-ASIAN
- v) CEILING FAN, 1400 mm Sweep, White in Color. HAVELLS (Pacer)/BAJAJ (Kassels)/ORIENT (PSPO)/USHA (Striker/Sonata Hi-Speed)/Crompton Greaves
- vi) LIGHT FITTINGS SIMILAR TO PHILIPS MAKE:
 - a) Similar to Philips make TCS150 2xTL-5 28W M1EBT 228for 2x 28W T5 fluorescent lamp.
 - b) Similar to Philips make TBS869 4xTL5-14W EBP D8 luminaire for 4x 14w T5 fluorescent lamp
 - c) Similar to Philips TWG207, 1xTL5 14w/(ADRENO V 14 TWG207) .
 - d) Similar to Philips-TWG207HF, 1xTL5 28w/(ADRENO V 28 TWG207)
- vii) MCCB with electronic/microprocessor release having LSiG protection. Legrand Model 4202 35 for 100 A, MCCB /Model 4200 37 (FOR 160 A, MCCB) or Eqvt: SCHNEIDER/SIEMENS/ABB/INDO-ASIAN
- viii) MCB'S & MCB DBs (10KA, C- curve, IP54). SCHNEIDER/SIEMENS/LEGRANDS/ABB/INDO-ASIAN
- ix) Modular switches/Socket/Box -Make& Model. LEGRAND(Myrus)/SCHNEIDER(Vivace)/CRABTREE(Murano)
- x) Modular Fan regulator 100W. LEGRAND(Myrus)/SCHNEIDER(Vivace)CRABTREE(Murano)

OTHER ITEMS:

AS APPROVED BY THE ENGINEER-IN-CHARGE OR AS PER BOQ AND SPECS.

APPENDIX-B

1.24: GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT

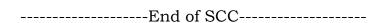
- 1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where 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 wherever required. 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 checkup 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.



Part IV SCPME CDI0773P17

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

Schedule of company's Plants, Materials and Equipments: SCPME: PART-IV

Not Applicable

Part V SM CDI0773P17

TO, **DGM-CONTRACT** OIL INDIA LIMITED **DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

Miscellaneous wiring jobs in offices, fields, housing and civic installations in Assam and Arunachal Pradesh

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. 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) 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.

(Seal)	Yours Faithfully
Date	
M/s	FOR & ON BEHALF OF BIDDE

FUR & UN BEHALF OF BIDDER

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

'Miscellaneous wiring jobs in offices, fields, housing and civic installations in Assam and Arunachal Pradesh'

(IFB No. CDI0773P17)

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

- (A) 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.
 - (B) If the Principal obtains information on the conduct of any of its employees

which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (A) 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 cartelisation 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.
- (B) 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 intensions.

For the Principal	For the Bidder/Contractor
Place: Duliajan.	Witness 1:
Date:	Witness 2:

INTEGRITY PACT

E-TENDER CDI0773P17

PROFORMA - I BID FORM

To
THE HEAD (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM # 786 602

DIST. DIBRUGARH ASSAM # 786 602
Sub: IFB No. : <u>CDI0773P17</u>
Dear Sir,
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 services in conformity with the said conditions of Contract and Terms of Reference for the sum of(Price not to be indicated) stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:
We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of issue of Company's LOA.
We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening 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.
Signature and seal of the Bidder:
(In the capacity of) :
Name of Bidder :

PROFORMA - II

LETTER OF AUTHORITY

To, THE HEAD (CONTRACTS) OIL INDIA LIMITED (A Govt. of India Enterprise) P.O. DULIAJAN DIST. DIBRUGARH ASSAM # 786 602

Sir,
Sub: IFB No. <u>CDI0773P17</u>
We confirm that Mr (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.: for "Miscellaneous wiring jobs in offices, fields, housing and civic installations in Assam and Arunachal Pradesh".
We confirm that we shall be bound by all and whatsoever our said representative shall commit.
Yours Faithfully,
Signature: Name : Designation: For & on behalf of:
Note: This letter of authority shall be printed on letter head of the Bidder and shall be signed by a competent person to bind the Bidder.

PROFORMA - III

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender 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

Authorised Person's Signature:	
Name:	
Designation:	
Seal of the Bidder:	

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

ANNEXURE- I

[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 Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall be signed by a competent person.

ANNEXURE- II

FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or any other format acceptable to Oil India Ltd.

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 certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. CDIO773P17 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: (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
(2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
(a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or(b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;
We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including the date (**/) and any demand in respect thereof should reach the Bank not later than the above date.
Notwithstanding anything contained hereinabove:
(i) Our liability under the guarantee shall not exceed (ii) This Bank Guarantee shall be valid only up to/_/

PROFORMA & ANNEXURE

CDI0773P17

(iii) We are liable to pay the guaranteed amount or any par Bank Guarantee only and only if we receive a written or before//	
SIGNATURE AND SEAL OF THE GUARANTORS	_
Name of Bank & Address	
Witness Address	
(Signature, Name and Address) Date: Place:	
BANK FAX NO:	
BANK EMAIL ID:	
BANK TELEPHONE NO.:	
IFSC CODE OF THE BANK:	

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid i.e minimum 210 days validity.

Note for the bidders:

Bid Security: 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.

ANNEXURE- III

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE FORMAT)

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)
Whereas OIL has placed a contract vide Contract No./Agreement No
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
1. We, the Bank, do hereby undertake to pay to OIL an amount not exceeding Rs
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
Page 7 of 9

Page No.2

- 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.
- 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 on 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.

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

AUTHORIZED SIGNATORY WITH SEAL AND AUTHORIZATION NUMBER

ROFORMA & ANNEXURE	CDI0773P17
BANK FAX NO	
BANK EMAIL ID	
BANK TELEPHONE NO	
IFSC CODE OF THE BANK	

Note:

Performance Security (to be submitted by successful bidder only): If Bank Guarantee is submitted towards 'Performance Bank Guarantee', then successful bidder has 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.
