



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

**CONTRACTS DEPARTMENT**  
**TEL: 0374-2800548**  
**E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
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### **FORWARDING LETTER**

**Sub: WORKS CONTRACTS IFB No. CDI1571P23 – Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni Club, Duliajan including internal electrification and supply of all materials.**

Dear Sir(S),

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

**2.0** In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under **OPEN E-TENDER SINGLE-STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for ‘**Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni Club, Duliajan including internal electrification and supply of all materials.**’ One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	<b>CDI1571P23</b>
(ii)	Type of Bid	:	<b>Open Indigenous E-Tender, Single-Stage Two Bid System</b>
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.
(vii)	Sketch/Drawing	:	Preliminary drawing is attached as Annexure-II of SCC for tendering purpose only. Detailed drawings will be provided

			after award of Contract.
(viii)	Bid Opening Place	:	Office of GM-Contracts(HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(ix)	Bid Validity	:	120 days from date of Bid Closing. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(x)	Mobilization Period	:	<b>Fifteen (15) days</b> from date issue of Mobilization Notice after issuance of LoA.  Note: The Contractor shall report to Civil Engineering Department within <b>15 days</b> from date of issue of Mobilization Notice for a <b>Kick-off Meeting</b> for obtaining necessary information and instructions for commencement of work. Date of Kick Off Meeting shall be deemed as completion of mobilization.
(xi)	Bid Security/EMD Amount	:	<b>NIL.</b> Refer <b>Clause No. 9.0</b> of Instruction to Bidder (ITB)
(xii)	Bid Security/EMD Validity	:	<b>NOT APPLICABLE</b>
(xiii)	Original Bid Security to be submitted	:	<b>NOT APPLICABLE</b>
(xiv)	Amount of Performance Security	:	<b>3%</b> of Contract value. <b>Refer Clause No. 24.0</b> of Instruction to Bidder (ITB)
(xv)	Validity of Performance Security	:	03 (Three) Months beyond contract period/duration and applicable warranty/ guarantee/ defect liability period.
(xvi)	Location of job		Duliajan, Assam
(xvii)	Duration of the Contract	:	The duration of the contract shall be for a period of Six (06) months from the date of issue of Work Order.

(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<b>Refer Clause No. 30</b> of General Conditions of Contract (GCC) and <b>Clause No. 12.0</b> of Special Condition of Contract (SCC).
(xix)	Bids to be addressed to	:	GM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

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

### **3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 9.0 SCREEN SHOTS

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

Go to this Tab **"Technical Attachment"** for Uploading "Technical Bid".

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

### Note:

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

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

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

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, a header section displays: **RFX Response Number** 60038748, **RFX Number** 1396, **RFX Owner** BHARALI, **Total Value** 0.00 INR, and **RFX Res**. The main content area has tabs for **RFX Information**, **Items**, and **Notes and Attachments**. Under **RFX Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. The **Event Parameters** section contains three highlighted fields with callouts:
 

- Currency:** A dropdown menu set to 'Indian Rupee'. Callout: 'Bidder to select the currency of the Response'.
- Detailed Price Information:** A dropdown menu set to 'No Price'. Callout: '"Total Bid Value" is mandatory in "No Price" RFX'.
- Total Bid Value:** A text input field. Callout: '"Total Bid Value" considering all the taxes & duties.'

 There is also a **Terms of Payment** section with a small icon.

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

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

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

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

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

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

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

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

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

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

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

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

Thanking you.

Yours faithfully,  
**OIL INDIA LIMITED**

(RITESH KUMAR)  
Sr. OFFICER-CONTRACTS (C)  
For GM-CONTRACTS (HoD)  
For RESIDENT CHIEF EXECUTIVE

**Date:20.09.2022**



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

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

**2.0 BID DOCUMENTS:**

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

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

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

### **4.0 AMENDMENT OF BID DOCUMENTS:**

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

### **5.0 PREPARATION OF BIDS:**

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's / Agent's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid: Bids are invited under **Two-Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:
- (A) Technical Bid (to be uploaded in "Technical Attachments" tab):
- a) Complete technical details of the services offered.

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

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

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

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

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

**7.0 BID PRICE:**

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

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

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

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

**9.0 BID SECURITY**

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

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

**11.0 PERIOD OF VALIDITY OF BIDS**

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

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

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

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

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

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

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

**12.2 Submission of bids:**

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

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

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

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

### **13.0 DEADLINE FOR SUBMISSION OF BIDS:**

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

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

**15.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 15.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 15.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval by a Bidder shall be debarred from participation in future tenders of OIL.

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

**17.0 BID OPENING AND EVALUATION:**

- 17.1 Company will open the Bids, including submission made pursuant to Clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 17.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 17.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 17.4 Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 17.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.

- 17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 17.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 17.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **18.0 OPENING OF PRICED BIDS:**

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

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

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

### 19.1 Discounts / rebates:

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

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

## **20.0 CONTACTING THE COMPANY:**

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

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

## **21.0 AWARD OF CONTRACT:**

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

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

## **23.0 NOTIFICATION OF AWARD:**

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

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

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

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

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

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



prescribed time) to designated account of OIL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **25.0 SIGNING OF CONTRACT:**

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

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

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

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

## **27.0 MOBILIZATION AND ADVANCE PAYMENT:**

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

- 27.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 27.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

## **28.0 GOODS AND SERVICES TAX:**

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

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

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

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

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

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

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

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

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

- 28.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 28.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

- 28.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 28.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 28.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 28.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 28.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 28.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

**29.0 INTEGRITY PACT:**

- 29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PART-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 29.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 29.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract

29.4 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.),  
E-mail ID: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
- b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC  
E-mail ID: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh,  
E-Mail ID: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

### **30.0 LOCAL CONDITIONS:**

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

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

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

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

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

### **BID EVALUATION CRITERIA (BEC):**

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

### **1.0 ELIGIBILITY CRITERIA**

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

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

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

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

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

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

### **2.0 TECHNICAL EVALUATION CRITERIA:**

- 2.1 Experience: Bidder must have experience of executing at least one 'SIMILAR WORK' of minimum value **₹ 76,56,000.00** (Rupees Seventy-Six Lakh and Fifty-Six Thousand) only in previous 07 (seven) years reckoned from the original bid closing date in in PSUs / Central Government / State Government Organization / Public Limited Company.

#### **Notes to BEC-BRC Clause No. 2.1**

1. **'SIMILAR WORK'** mentioned above means experience in "Successful completion of interior works including internal electrification works".
2. For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

A. Contract document showing details of work,

AND

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

The submitted document(s) must contain the following:

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

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

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

- (i) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.
- (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
- (iii) If the prospective bidder has executed a contract in which similar work is a component of the contract.

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

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

2.2 The bidder or their collaborators / consortium partner must have experience in permanent nature of electrification works in Commercial/Residential/Industrial building/godowns/premises of PSU/Central Govt./State Govt./Public Limited Company during the last 7(seven) years reckoned from the original bid closing date. The bidder or their collaborators / consortium partner must submit documentary evidences such as

- (i) Purchase Order/Work Order/Signed Contract Copy(s), and

(ii) Invoice with Payment receipt/ performance certificate /completion certificate/ any other documents which substantiate completion of the work

- 2.3 The bidder shall have a valid Electrical Contractor's License, till the date of bid closing, issued by Electrical Licensing board, Govt. of Assam/ any other State Government Electrical Licensing Board of India or shall form a consortium / tie-up / collaboration with an Electrical contractor, having required technical credentials as described in Clause No. 2.2 above and holding valid Electrical Contractor's License issued by Electrical Licensing board, Govt. of Assam/ any other State Government Electrical Licensing Board of India for executing the jobs. In support of the above the bidder shall submit a copy of Electrical Contractor's License of the Bidder or their collaborators / consortium partner.

### **3.0 FINANCIAL EVALUATION CRITERIA**

- 3.1 Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 45,93,200.00** (Rupees Forty-Five Lakh Ninety-Three Thousand and Two Hundred).

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

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

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

#### **Notes to BEC Clause No. 3.0**

1. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:
  - (i) A certificate\* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XI**.

Or

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

\*Note:

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



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

#### **4.0 COMMERCIAL EVALUATION CRITERIA**

- 4.1 Bids are to be submitted under Single-Stage Two-Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the Price Bid should contain the quoted price.
- 4.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected.
- 4.3 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Securing Declaration” (Proforma-V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.4 Bid Documents / User Id & Password for OIL’s E-Tender portal are not transferable.
- 4.5 Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.
- 4.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 4.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

- 4.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 4.9 Bids are invited under **Single-Stage Two-Bid System**. Bidders must submit both “Technical” and “Price” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under “Technical Attachment” Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under “Notes and Attachments”.
- 4.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
  - (ii) Bid Securing Declaration
  - (iii) Period of validity of Bid
  - (iv) Price Schedule
  - (v) Performance Bank Guarantee / Security deposit
  - (vi) Delivery / Completion Schedule
  - (vii) Scope of work
  - (viii) Guarantee of material / work
  - (ix) Liquidated Damages clause
  - (x) Tax liabilities
  - (xi) Arbitration / Resolution of Dispute Clause
  - (xii) Force Majeure
  - (xiii) Applicable Laws
  - (xiv) Specifications
  - (xv) Integrity Pact
- 4.11 There should not be any indication of price in the Un-Priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 4.12 Bid received with validity of offer less than **120 (One Hundred Twenty) days** from Bid Closing Date.
- 4.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PART-VI** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

## **5.0 PRICE EVALUATION CRITERIA:**

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

- 5.2 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- 5.3 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.
- 5.4 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.
- 5.5 **Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.**
- 5.6 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.
- 5.7 The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.
- 5.8 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 5.9 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 5.10 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 5.11 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

## **6.0 GENERAL:**

- 6.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere

submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

- 6.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 6.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 6.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**7.0 PURCHASE PREFERENCE CLAUSE:**

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

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

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

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

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

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

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY / OIL / Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

**1.2.5 COMPANY's Site Representative / Engineer:**

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

**1.2.6 Sub-Contract:**

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

**1.2.7 Sub-Contractor:**

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

**1.2.8 Contractor's Representative:**

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

**1.2.9 Contract Price / Value:**

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

**1.2.10 Firm price:**

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

**1.2.11 Service / Works / Operations:**

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

**1.2.12 Equipment / Materials / Goods :**

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

**1.2.13 Drawings:**

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

**1.2.14 Specifications:**

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

**1.2.15 Engineer In-charge (EIC):**

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

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

**1.2.19 Day:**

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

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

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

**1.2.23 Bid / offer:**

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

**1.2.24 Guarantee:**

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

**1.2.25 Mobilization:**

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

accepted by the COMPANY after inspection.

**1.2.26 De-mobilization:**

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

**1.2.27 Willful Misconduct:**

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

**1.2.28 Gross Negligence:**

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

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

**2.0 CONTRACT DOCUMENT:**

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

**2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or



oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

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

**3.0 WAIVERS AND AMENDMENTS:**

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

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

**4.0 CONTRACT TIMELINE:**

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

**4.2 Date of Commencement of Operation:**

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

**4.3 Duration of the contract:**

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

**5.0 SCOPE OF WORK / CONTRACT:**

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

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

- 6.1** Perform the work described in the Terms of Reference / Scope of Work. The

CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours / personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

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

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

**8.0 DUTIES AND POWER / AUTHORITY:**

**8.1 OIL's site representative / engineer:**

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting / countersigning on reports made by the CONTRACTOR's

representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

v. He shall have the authority, but not obligation at all times and any time to inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

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

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

## **8.2 CONTRACTOR's representative:**

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

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

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

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

## **9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

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

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

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

**9.3** However, COMPANY shall provide available medical assistance/facilities to

CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

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

**10.0 PERFORMANCE SECURITY:**

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque\* / NEFT / RTGS / Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

OR

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

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

- 10.3** The domestic CONTRACTOR / Service Provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.4** The foreign CONTRACTOR / Service Provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **03 (three)**

**months** beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

- 10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and / or non-performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

# Subject to credit in OIL's account within prescribed time

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

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

**11.0 SIGNING OF CONTRACT:**

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

**12.0 CLAIMS, TAXES & DUTIES:**

- 12.1 Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.
- 12.2 Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding

commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

**12.3 Taxes:**

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax

credit (as applicable).

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

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

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

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

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

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

#### **12.4 Goods and Services Tax:**

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

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

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

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

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

- 12.4.4** The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.
- 12.4.5** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8** Claim for payment of GST / Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10** The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

**12.5 Anti-profiteering clause**

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

**13.0 CUSTOMS DUTY, IF APPLICABLE:**

- 13.1.1** CONTRACTOR shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is



inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

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

**14.0 INSURANCE:**

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

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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

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

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

**14.5 Certificate of Insurance:**

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

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

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure

revalidation / renewal, etc., as may be necessary well in time.

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

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

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

**14.9 Principal Assured:**

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

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

**14.10 Waiver of subrogation:**

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

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

**14.11 Deductible:**

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

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

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

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

permission of the Central Government”.

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

#### **14.13 Loss Payee Clause:**

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

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

#### **14.14 On account payment to OIL in case of claim**

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

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

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

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

submit the proof of such insurance coverage to the satisfaction of OIL.

- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

**viii) Any other insurance policy set forth in the SCC**

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

**15.0 LIABILITY:**

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

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

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

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

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

their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

**15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

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

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

**16.0 LIMITATION OF LIABILITY:**

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

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

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

**18.0 CONSEQUENTIAL DAMAGE:**

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

**19.0 RISK PURCHASE:**

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

**20.0 INDEMNITY AGREEMENT:**

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

character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**21.0 INDEMNITY APPLICATION:**

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

**22.0 ROYALTY PATENTS:**

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

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

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

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

**24.0 SUBCONTRACTING / ASSIGNMENT:**

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

**24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro

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

**25.0 RECORDS, REPORTS AND INSPECTION:**

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

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

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

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

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

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



Contract if so required by COMPANY.

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

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

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

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

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

- 27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based up to 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.
- 28.0** **PAYMENT OF COMMISSION / FEE / REMUNERATION OF INDIAN AGENT / CONSULTANT / REPRESENTATIVE / RETAINER / ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/Fee/remuneration of the Indian agent/consultant/associate/representative/retainer, if any, will be paid within 30 days of the payment of

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

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

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.  
  
(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

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

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities

arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

**30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:**

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

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

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

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

**31.0 FORCE MAJEURE:**

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

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

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

each such occasion.

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

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

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

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

### **32.0 SET-OFF:**

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

### **33.0 WITHHOLDING:**

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

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

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

- i) Order issued by a Court of Law or statutory authority in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
- iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

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

**34.0 APPLICABLE LAWS:**

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

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

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984

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

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

### **35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours / personnel to be engaged under the contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable

to the CONTRACTOR under the contract or any other contract(s).

- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4<sup>th</sup> & 19<sup>th</sup> of every month to Engineer in Charge a true statement showing in respect of the 2<sup>nd</sup> half of the preceding month & the 1<sup>st</sup> half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

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

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

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have



the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

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

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

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

**39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:**

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

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

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

contractual completion/mobilization date will be to COMPANY's account.

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

**40.0 SEVERABILITY:**

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

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

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

#### **42.0 SETTLEMENT OF DISPUTES:**

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

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

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

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

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

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

5) The parties agree that they shall appoint only those persons as arbitrators

who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**42.4 Resolution of disputes through conciliation by OEC**

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside

Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

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

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL

reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

**42.5 Exclusions**

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

**43.0 COMPLETION OF CONTRACT:**

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

**44.0 TERMINATION:**

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

**44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

**44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account

of Force Majeure as set forth in Article-31.0 [above](#).

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

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

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

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

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

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

- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice



to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

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

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

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

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

**45.0 TO DETERMINE THE CONTRACT:**

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

**46.0 WITHOUT DETERMINING THE CONTRACT:**

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

**47.0 ERRING/DEFAULTING AGENCIES:**

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

**48.0 MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Estimated Quantity</b>
<b>A</b>	<b>Civil Items</b>		
10	Earth work in excavation	M3	35.47
20	Back filling with available excavated earth	M3	17.74
30	Plinth Filling	M3	42.23
40	PCC (1:3:6)	M3	40.17
50	50mm Thk DPC (1:2:4)	M2	29.14
60	Water proofing material on DPC	BAG	9.59
70	RCC all work (1:1.5:3) upto Plinth	M3	16.47
80	RCC above Plinth (1:1.5:3)	M3	6.8
90	Shuttering in footings, bases of columns	M2	48.96
100	Shuttering in lintels, beams	M2	104.9
110	Shuttering in Columns, Pillars	M2	16.2
120	Flat brick Soling (1:3)	M2	264
130	Full brick masonry in foundation (1:4)	M3	8.74
140	Brick work above PL (1:4)	M3	17.38
150	Half brick masonry in superstructure (1:4)	M2	156.33
160	12 mm Cement plaster (1:4)	M2	225.85
170	15 mm Cement plaster (1:4)	M2	215.28
180	Cement plaster skirting 18mm thick	M2	58.95
190	Ceramic wall tiles.	M2	93.6
200	Granite stone slab Flooring	M2	92.46
210	Kota stone slab flooring over 20 mm (average)	M2	137.15
220	Vitrified floor tiles Double charge	M2	668.11
230	Vitrified tiles in skirting, riser	M2	99.12
240	Bamboo wood flooring with planks	M2	8.33
250	Wood work in frames of doors, windows	M3	0.73
260	Non-decorative door shutter.	M2	29.43
270	Plain lining / cladding with Decorative	M2	145
280	Decorative high pressure laminated sheet	M2	45.36
290	Cement Board in wall	M2	101.78
300	Steel reinforcement for RCC work (TMT bar)	KG	1,826.92
310	M.S. grills in frames of windows etc.	KG	370
320	Structural steel work	KG	2,539.12
330	Structural work tubular trusses	KG	5,216.64
340	Precoated galvanised iron profile sheets	M2	810
350	Precoated galvanised iron profile Ridges	M	60.28
360	Precoated galvanised iron profile Gutter	M	110.55
370	uPVC Rain water pipe	M	56

380	uPVC 87.5° Bend	NO	32
390	uPVC Plain shoe	NO	32
400	uPVC Coupler	NO	16
410	Gypsum Board Ceiling (Verandah)	M2	639.48
420	Cement based putty	M2	941.21
430	Acrylic Smooth exterior paint	M2	393
440	Painting with synthetic enamel paint	M2	941.21
450	Painting wood work with Deluxe Multi Surface	M2	73.58
460	Painting Steel work with Deluxe Multi Surface	M2	49.32
470	Aluminium sliding door bolts (300x16mm)	NO	10
480	Brass tower bolts (250x10mm)	NO	10
490	Brass handles 125 mm	NO	20
500	Aluminium hydraulic door closer	NO	14
510	Brass hanging type door stopper	NO	14
520	Brass butt hinges	NO	49
530	Plinth protection 50mm thk of cement concrete 1:3:6	M2	117.90
540	Demolishing of cement concrete	M3	29.05
550	Demolishing of Brick work	M3	17.07
560	Dismantling doors, windows (steel or wood)	NO	10
570	Dismantling of roofing Sheet	M2	576
580	Dismantling of floors and roofs laid in cement	M2	581
590	Health Faucets	NO	2
600	CPVC pipes, External work 100mm dia Pipes	M	40
610	Brick masonry chamber	NO	1
620	50mm dia CPVC pipes External work	M	20
630	15mm dia CPVC Pipes concealed pipe	M	30
640	20mm dia G.I. Pipes concealed pipe	M	15
650	C.P. brass long nose bib cock	NO	10
660	C.P. brass long body bib cock	NO	10
670	C.P. brass stop cock (concealed)	NO	16
680	Toilet paper holder : C.P. brass	NO	4
690	50mm Gun metal non- return valve Horizontal	NO	2
700	50mm Gun metal non- return valve Vertical	NO	2
710	uPVC Two track sliding window	M2	24.66
720	uPVC two panels sliding door	M2	11.52
730	Vitreous china Dual Flush , Floor Mounted	NO	2
740	Vitreous china flat back type front urinal	NO	2

	basin		
750	Flush cock (Push valve)	NO	2
760	Vitreous China pedestal wash basin	NO	2
770	Decorative Mirror	NO	4
780	CP Soap Tray	NO	4
790	CP towel rail	NO	7
800	Chrome Plated bottle trap	NO	6
810	C.P. Grating	NO	4
820	PVC false ceiling (Restaurant)	M2	260
830	Wall panelling work with 12mm Waterproof	M2	29.52
840	Wall panelling work with 19mm Waterproof	M2	163.59
850	Wall cladding with MCM INFINITY 056	M2	40.25
860	F.R.P. World Map	NO	1
870	Double Door lock	NO	2
880	Decorative Stainless Steel Handle	NO	12
<b>B</b>	<b>Kitchen Items</b>		
10	Table with Bottom Shelves	NO	1
20	HOT PLATE FOR CHAPATI	NO	1
30	Table with Bottom Shelf for Tandoor	NO	1
40	TANDOOR (GAS)	NO	1
50	2- Burner Gas Cooking Range	NO	1
60	Add. Cost Bottom Shelf For the Above Gas	NO	1
70	1- Burner Gas Cooking Range	NO	1
80	Table with Bottom Shelves 420x820x800	NO	1
90	Single Sink Unit	NO	1
100	Table with Bottom Shelves 820x500x850	NO	1
110	2 Door Work Top Chiller	NO	1
120	Add. Cost over head 2nos shelf with warmer	NO	1
130	2 Burner Gas Range for Chinese Cooking	NO	1
140	Add. Cost Bottom Shelf For the Above Gas	NO	1
150	Table with Bottom Shelf 450x900x900+150	NO	1
160	Side Table with Bottom Shelves 420x820x800	NO	1
170	2 Door Work Top Chiller 1200x700x850	NO	1
180	Add. Cost of overhead 2nos shelf with warmer	NO	1
190	Hood made On Chapati 56x36x20	NO	1
200	Hood made On Gas Tandoor 40x36x20	NO	1
210	Hood made On Chinese cooking 68x38x20	NO	1
220	Hood made On Indian cooking 84x36x20	NO	1

230	2H.P. EXHAUST	NO	1
240	1H.P. Axial flow Fan For Supply Air	NO	1
250	MS Structure for the Both Fan	NO	2
260	Guard MS Net FOR EXHAUST	M	25.9
270	25x25x3 M S angle Bracket	NO	16
280	G I duct for Air Supply System	M	25.9
290	Dumper Control Grill	NO	9
300	Freight Charges of Kitchen	SET	1
310	Installation Charges of Kitchen	SET	1
<b>C</b>	<b>Electrical Items</b>		
10	Point wiring with 3x1.5 sq. mm in PVC conduit	P	168
20	Light plug point wiring with 3x1.5 sq. m	M	270
30	Circuit wiring with 3x2.5 sq. mm PVC wire	M	450
40	Power wiring with 3 x 4sq.mm PVC wire	M	180
50	Circuit Wiring with 6x10.0 sq mm PVC wire	M	150
60	Supply and Fixing of 3 Module Switchboard	NO	6
70	Supply and Fixing of 8 Module Switchboard	NO	24
80	Supplying and fixing of 6 A S/Socket	NO	54
90	Supplying and fixing 16 A S/Socket	NO	9
100	Supply & fixing of 6 A Modular switch	NO	168
110	Supply and fixing of modular type blank	NO	39
120	Supply and fixing of ceiling rose	NO	6
130	Supply and fixing of Modular Regulator	NO	3
140	Supply, Installation, testing and commissioning	NO	3
150	Supply and fixing of Hexagonal Fan Box	NO	3
160	Supply, Installation, testing and commissioning	NO	3
170	Supply, Installation, testing and commissioning	NO	44
180	Supply, Installation, testing and commissioning	NO	6
190	Supply, Installation, testing and commissioning	NO	108
200	Supply, Installation, testing and commissioning	NO	4
210	Supply of LED down light of minimum 300 Lumen	NO	24
220	Supply of LED down light of minimum 1800	NO	3
230	Supply of recessed LED round panel	NO	54
240	Supply of LED down light of minimum 900 Lumen	NO	4

250	Supply and Fixing of 200 mm X 250 mm X 100 mm	NO	4
260	Supply and Fixing of 150 mm X 150 mm X 60 mm	NO	30
270	Supply, Installation, Testing & commissioning	NO	3
280	Supply, Installation, Testing & commissioning	NO	1
290	Supply and fixing of Earth electrode	NO	2
300	Supplying and laying GI strip connection	M	50
310	Supply & fixing of 3.5C x 25mm sq XLPE A	M	100
320	Supply & fixing of 1C x 16 mm sq XLPE Al	M	200
330	Supply of 3.5C x 70mm sq XLPE ARMOURED A	M	150
340	Supply of 1C x 25 mm sq XLPE Al cable	M	150
350	Laying of cable and Cable Trench	M3	50
360	Supply, Installation, Testing & commissioning	SET	1

**Notes:**

1. The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab.
2. Tenure of Agreement: The duration of the contract shall be for a period of Six (06) months considered from the date of issue of Work Order.
3. Mobilisation Period: **Fifteen (15) days** after issuance of LoA.

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

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

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

## **1.0 INTRODUCTION**

This service contract is for Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni Club, Duliajan including internal electrification and supply of all materials.

## **2.0 DEFINITIONS**

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

2.1 **Agreement** means this service agreement.

2.2 **Company's Engineer/Engineer-in-Charge (EIC)** shall mean the person or the persons appointed by the Company from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

2.3 **"Inspection"** means initial/periodic inspection carried out by the Company's Engineer to ascertain that the job is being executed as per the contract terms & condition.

2.4 **"Licence and Permits"** means any requirement of statutory Licence & permit (if applicable) shall be completed by the Contractor to the satisfaction of the Company and the same shall be available to produce before the Company or statutory officials as and when asked for it.

2.5 **"Statutory Acts"** means all the State and Central Government statutes and regulations applicable as may be in force from time to time and shall particularly include but not be limited to the following:

- a) The Contract Labour (Regulations & Abolition) Act, 1970, and the rules framed there under.
- b) The Minimum Wages Act, 1948,
- c) The Employees Provident Fund & Miscellaneous Act, 1952,
- d) The Workmen Compensation Act, 1923 &
- e) Industrial Disputes Act, 1947
- f) Industrial Employment (Standing Order Act, 1946)
- g) Inter-State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- h) Payment of Wages Act, 1936.
- i) GST Act
- j) CEA regulations, 2010 and related electrical standards
- k) National Building Code-2016

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



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

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

### **3.0 SPECIAL CONDITIONS:**

- a) The Contractor shall obtain and submit the Labour Clearance Advice (LCA) / Labour Clearance Certificate (LCC) within 14 days of signing the contract agreement. If the contractor fails to submit the LCA / LCC within 14 days of signing the contract agreement, the period of delay in submission of LCA / LCC shall be deducted from the contractual period while issuing the work order. In such cases, the contract time period (i.e. 6 months) shall not be applicable and the contractor must complete the work within the reduced time period allotted to the contractor as per the work order issued. However, if submission of LCA / LCC is delayed, under some exceptional circumstances, for any reason not attributable to the contractor, the same should be recorded by the contractor with documentary proof. In such cases, the decision as to whether the reason of delay is attributable to the contractor or not shall be taken by the Head of Civil Engineering Department and the work order will be issued accordingly.
- b) 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.

### **4.0 SCOPE OF WORK**

- 4.1 This specification covers the details for Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni Club, Duliajan including internal electrification and supply of all materials as per minimum specifications elaborated in this Tender.
- 4.2 All materials, manpower, tools, equipment and consumables shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job.

### **4.3 SCOPE OF CIVIL AND OTHER WORKS (EXCLUDING ELECTRICAL)**

#### **1.0 GENERAL:**

The contractor must complete the work in all respect within the work duration allotted to him as per work order. However, any delay in completion of the work due to reasons not attributable to the contractor will be considered based on hindrance register maintained during delay analysis of the work after its completion and the same will be considered during calculation of LD as per Contract. Moreover, the duration of the work allotted to the contractor is inclusive of Sundays and Holidays but excluding such type of hindrances not attributable to the contractor.

All materials used in the work shall conform to the latest revision of the relevant Indian Standard Specifications to the extent practicable. Where no such specifications exist, they shall be of the best quality available in the market. Wherever ISI certified materials and products are available, these alone shall be used. All materials shall be stored at site in accordance with IS-4082-1996.

Unless specially provided for in the contract the tendered rates shall include the cost of carriage, transport, loading, unloading and stacking as directed for all materials required on the work. Where a tender provides a rate for transport of materials, it includes for all loading, unloading and stacking on the site in such position and manner as directed. Any materials found not conforming to specification must be removed from site within 48 hours.

All jobs as per the scope of work shall be carried out in accordance with relevant Indian Standard specifications and direction of Engineer-In-Charge.

Barricading of the construction site if required shall be carried out by the contractor as per site conditions and direction of Engineer-In-Charge at his own cost.

Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Scope of work & Terms of reference, where any provision of the General Conditions of Contract is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the General Conditions of Contract and shall prevail to the extent of such repugnance or variations.

## **2.0 SITE CLEARANCE:**

Before the earthwork is started, the area coming under cutting and/refilling shall be cleared of shrubs, vegetation, grass, uprooting of tree stumps and such others, and rubbish removed up to a distance of 50 meters outside the periphery of the area under clearance. The rate of such site clearance is included in the rate of earthwork.

## **3.0 STORAGE:**

Materials shall be transported, handled and stored at site carefully to the approval of Engineer so as to prevent any damage of any kind to be kept at his own risk and cost. Cement shall be stored in a weather proof shed, the floor of which shall be raised 300 mm clear from the ground and 600 mm away from the wall all round in order to protect from rain and moisture.

## **4.0 CEMENT CONCRETE/ REINFORCED CEMENT CONCRETE WORK:**

All C.C. work in 1:3:6 proportions shall be done with 18 mm graded down broken stone. Broken stone shall be properly screened before use. All reinforced cement concrete work to be done in prop. 1:1.5:3 unless otherwise specified -- 18mm down to 12mm graded down broken stone as per related drawings and instructions of site Engineer to be followed in case of any discrepancies. Proper vibration to be done as per IS recommendation. Floor paneling to be done in the line of expansion joint as directed by Engineer In-charge.

Cement: The cement used shall be any of the following with the prior approval of Site Engineer.

- i) Portland Pozzolana Cement (PPC) conforming to IS-12269-1987
- ii) Ordinary Portland Cement -43 grade conforming to IS-8112-1976

The cement supplied shall be from reputed manufacturers as mentioned under recommended vendor list for civil items.

The actual issue and consumption of cement on work shall be regulated and proper accounts shall be maintained. The theoretical consumption of cement shall be worked out as per latest CPWD specification. In case the cement consumption is less than theoretical consumption including permissible variation, recovery shall be effected from the Contractor at twice the moving price of cement of OIL prevailing at the time of recovery. In case of excess consumption no adjustment/extra payment shall be made to the Contractor.

Fine Aggregate - Fine aggregate shall be hard, durable, clean and free from adherent coating and organic matter. It shall not contain harmful impurities such as pyrites, coal, lignite, mica, shale or similar laminated material, clay, alkali, soft fragments, seashells and organic impurities in such quality as to affect the strength or durability of the concrete. Fine aggregate to be used for reinforced concrete shall not contain any material liable to attack the steel reinforcement. Fine aggregate which is chemically reactive with alkalis of cement is harmful as cracking of concrete may take place.

Coarse Aggregate - Coarse aggregate shall be obtained from natural sources such as stone, gravel, etc. crushed or un-crushed or a continuation thereof from approved quarries. This shall consist of coarse material most of which is retained on 4.75mm sieve. Aggregate shall be hard, strong, dense, durable, clean and free from veins and adherent coatings. It shall be free from soft, feeble, thin, elongated or laminated pieces and shall be roughly cubical in shape. It shall be clear and free from dirt and any other deleterious matter.

Reinforcement bars - The following types of steel for reinforcement shall be used in reinforced concrete construction and these shall conform to Indian Standards or as revised from time to time mentioned against each

- 1) Mild steel and medium tensile steel bars and hard drawn steel wire - IS: 432.
- 2) HYSD bars - IS: 1786.

Reinforcement bars of primary producers as specified in the approved vendor list will only be allowed at site.

Bending & Placing steel reinforcement in position Bending shall be carried out as per relevant IS specification and direction of the Engineer-in-charge. All reinforcement

bars shall be accurately placed in position with spacing and cover as shown in the drawing or as specified and firmly held so during the placing, vibrating and setting of concrete. Bars shall be thoroughly cleared of rust, seals, grease, oil and any other foreign matter before placing them in position. The overlap jointing shall be staggered. The bars shall be fixed with 22G binding wire. Precast cover blocks 1:2 (1 cement: 2 sand) cement mortar 40 mm square and necessary thickness shall be used to keep the reinforcement bars in proper position. For this block, no extra payment to be made. Wire required for binding shall not be measured separately. Tack welding shall also be permitted in lieu of building with steel wire.

Proportioning of mix - Proportioning shall be done by volume. Boxes of suitable size shall be used for measuring sand and aggregates. The size of the boxes (internal) shall be 35 x 25cm and 40cm deep. The unit of measurement for cement, shall be a bag of cement weighting 50 Kg and this shall be taken as 0.035 cubic meter. While measuring the aggregate and sand the boxes shall be filled without shaking, ramming or hammering. The proportioning of sand shall be on the basis of its dry volume and in case of damp sand, allowances for bulk age shall be made.

Mixing - Mixing of reinforced cement concrete shall, as a rule be done in a mechanical mixer. However, the Engineer-in-charge may permit hand mixing in specific cases where in his opinion it is not practicable to resort to mechanical mixing, either on account of the quality of cement concrete required is small or for any other reason. In such cases, it should be ensured that the inferior quality of concrete produced by hand mixing will not adversely affect the structure.

Consistency - The quantity of water to be used for each batch containing 50 Kg of cement, to give the required consistency shall not be more than 34 litres for 1:3:6, mix 32 litres for 1:2:4 mix, 30 litres for 1:1.5:3 mix and 27 litres for 1:1:2 mix. In case of vibrated concrete, the above quantity shall be suitably reduced. The quantity of water shall be regulated by carrying out regular Slump Test.

Placing of concrete - Before placing the concrete the sub-base/form work shall be cleared of all injurious or foreign matter, watered and well consolidated. Formwork shall be clean and free from all foreign material. It is necessary that the time between mixing and placing of concrete does not exceed the initial setting process. Mixed concrete that has been left standing shall not be used after the initial set has commenced the addition of water (or cement) to make such a mixture more workable shall not be allowed. In foundation trenches or such other situations, the entire concrete used in the work shall be laid gently (not thrown) in layers not exceeding 15cm. The concrete so deposited shall be thoroughly vibrated by means of mechanical vibrators till dense concrete is obtained.

Curing - Concrete shall be carefully protected during first stage of hardening from harmful effects or excessive heat, drying winds, rain or running water and shock. After the concrete has begun to harden i.e. about 1 to 2 hours after its laying it shall be protected from quick drying with moist gunny bags or any other material approved by the Engineer-in-charge. After 24 hours of laying of concrete the surface shall be

cured by flooding water up to 25mm depth or by covering with wet adsorbent materials. The curing shall be done for a minimum period of 7 days from the date of pouring of concrete, unless otherwise specified.

Finishing - In case of roof slabs the top surface shall be finished even and smooth with wooden trowel, before the concrete begins to set. The surface of RCC slab on which the cement concrete or mosaic floor is to be laid shall be roughened with brushes while the concrete is green. This shall be done carefully without disturbing the concrete. Before laying the floor, the laitance shall be removed, the surface of slab hacked and a coat of cement slurry at 2.75 Kg of cement per square metre shall be applied, so as to get a good bond between RCC and concrete floor. The exposed surface which is to receive plaster or where it is to be joined with brick masonry wall shall be properly roughened immediately after the removal of form work, taking care to remove the laitance completely without disturbing the concrete. Before the surface is plastered, it shall be cleaned and wetted so as to give good bond between concrete and plaster.

### **5.0 FORM WORK:**

The formwork shall be rigid and so corrected as to retain the shape and dimensions of the member being cast. Form work for concrete shall be seasoned timber/steel or other approved materials as per directions of the Engineer-in-Charge. It shall be sufficiently tightened to prevent loss of cement slurry and all holes and joints shall be chaulked with putty. It shall have sufficient strength and rigidity to withstand the load of concrete, and vibrations, movement of men, materials and plants and any other incidental loads without excessive deflection beyond permissible limits. The formwork shall be so constructed as to be removable in sections by inscribing or otherwise loosening - them without hammering or levering with force. Only wedges, clamps bolts or screws etc. shall be used in preference to nails or spikes. All side pieces shall be easily removable without disturbing the bottom pieces. Where however, use of nails and spikes become unavoidable, these shall be left projecting so that they can easily be withdrawn.

Surface treatment for shuttering - Forms shall be cleaned with soap solution or row linseed oil shall be applied after thoroughly cleaning the surface. Care shall be taken that such approved composition is kept out of contact with the reinforcement.

In no circumstances shall forms be struck until the concrete reaches strength of at least twice the stress to which concrete may be subjected at the time of removal of form work. All form works shall be removed without such shock or vibration as would damage the concrete.

### **6.0 BRICKWORK:**

- a) All bricks shall be of 75 class designation quality locally available as approved by the Site Engineer.
- b) Bricks shall be of size as specified in the item of work or of nominal size where no particular size is mentioned.

- c) Bricks shall be well burnt, sound, hard with sharp edges of uniform size and shape free from cracks, stones or particles of lime and other defects, shall be kiln burnt and satisfy the following requirement:
- i) They shall give a clear metallic sound when struck
  - ii) They shall be of uniform colour and size
  - iii) They shall not be cracked, stratified or under or over burnt
  - iv) The tolerance in dimensions shall be +/- 12mm in length, 6mm in width and 3mm in height.
  - v) Keys or frogs shall be formed on one of the larger sizes, except in the case of machine extruded bricks where no frogs are required
  - vi) The increase in weight when soaked in water for 24 hours shall not be more than 20% of the dry weight of the bricks.
- d) If required by the Site Engineer, necessary test shall be conducted at the contractor's expense to ensure quality. In general, the bricks shall be the best quality locally available.

Bricks used for masonry in cement mortar or composite mortar shall be thoroughly soaked in clean water for at least an hour immediately before use (The absence of bubbling when the soaked brick is immersed in water is the test for thorough soaking). The soaked bricks shall be kept on a platform free from dirt, mud or any foreign element. Bricks shall be laid in English bond unless otherwise specified. Care must be taken that the bricks are perfectly clean and free from lime, moss or dirt of any kind. If necessary they must be scrubbed before use. Half or cut bricks shall be not used except for closures which may be required to complete the bond. It shall be ensured that all horizontal and vertical joints are completely filled with mortars without any void in brickwork. Brickwork shall be raised truly plum (or true to required better where so specified). All courses shall be laid truly horizontal. Vertical joints shall be truly vertical and those in alternate courses shall be in the same vertical line. The thickness of brick courses shall be uniform. Great care must be taken to masonry in progress of construction damp. When work is left off for the day troughs shall be formed, by means of fillets of mortar 51mm high all-round the unfinished work and shall be kept filled with water. Vertical or inclined surfaces must be frequently watered from a rose headed can. Water should not be dashed with violence against new work as this washes out the mortar. Should the work be delayed owing to holidays or for other reason, the contractor must make adequate arrangements for keeping the work wetted, and shall continue to do so for at least ten days or such longer time as directed, after the brickwork has been completed.

## **7.0 CEMENT MORTAR:**

- i) Must be Freshly mixed: Cement mortar will only be mixed in such quantities as can be used up on the work within half an hour of mixing. Mortar which has been mixed longer or which has taken its initial set will on no account be used

on the work or remixed with fresh mortar. It must be immediately removed from the site or work.

- ii) Method of mixing: The cement and sand will be mixed dry in the specified proportions, by turning over at least three times on the mixing platform. Only sufficient water will then be added, through a rose of a watering can, to produce a workable mixture. The wet mortar will be thoroughly worked or mixed by repeatedly turning over, not less than three times on the mixing board.
- iii) Size of mixing platform and precaution against it : All mixing of mortar must be done on platforms of angle size and workman bringing the material to and from the platform must not be permitted to walk about on it, thereby bringing mud or dirt to the place, where the mortar is being mixed. The platform must be clean and level and all joints closed or filled so that the cement is not washed out.
- iv) Proportion of cement and sand: Where not otherwise specified, cement mortar for plaster will consist of one part of cement to two parts of sand. For mortar for brick or stone masonry work the proportion unless otherwise specified, will be one part of cement to three parts sand.

## **8.0 WOOD WORK:**

The work shall be carried out as per detailed drawings and/or as directed by the Engineer-in-charge. The wooden members of the frame shall be planed smooth and accurate to the full dimensions. Rebates, rounding, moulding etc. as shown in the drawing shall be done before the members are joined into frames. Timber will be 1st class seasoned as approved by the Engineer-in-charge.

Jointing - Jointing in timber frames must be made carefully and accurately. They shall be strong, neat and shall fit without wedging or filling. The joints shall be pinned with hard wood 10 to 15mm dia after the members of the frame are pressed together in a suitable vice-mechanism.

Surface treatment - Woodwork shall be painted, oiled, polished or otherwise treated as specified. All portions of timber abutting against masonry or concrete portion of building shall be coated with boiling coat tar or other type of approved wood preservative or primer, before placing them in final position.

Hold fasts - Hold fasts used for fixing doors and window frame shall be made of 40 x 3mm flat iron long unless otherwise specified. It shall have a hole on one end for fixing to frame, at the other end the flat iron shall be split and bent at right angles in the opposite direction. The hold fast shall be tightly fixed to the frame by means of bolts, the bolt hole in frame being plugged suitably and finished neat. The hold fast shall be embedded into masonry by concrete block as described in the item of work.

**9.0 DOORS:**

i) The flush door shutters (solid core type) decorative and non-decorative type shall conform to IS: 202 (Part I).

ii) Door frame (Chowkaths) of door, windows, other similar works wrought, framed and fixed in position in contact with C.C. or brick masonry walls including supplying, fitting and fixing with M.S. flat hold fast as per design and embedded in cement concrete block in prop 1:2:4 and with two coats of kiricide oiling to the timber faces in contact with C.C. and masonry as directed and specified.

**10.0 PLASTER WORK:**

i) Preparation of surface: All putlog holes in brick work and junction between concrete and brick work shall be properly filled in advance. Joints in brick work shall be raked about 10mm and concrete surface hacked to provide grip to the plaster. Projecting burrs of mortar formed due to gaps at joints in shuttering shall be removed. The surface shall be scrubbed clean with wire brush/coil brush to remove dirt, dust etc. and the surface thoroughly washed with clean water to remove efflorescence, grease and oil etc. and shall be kept wet for a minimum of six hours before application of plaster.

ii) Proportion: The cement plaster shall be in specified proportion of cement and sand.

iii) Mixing: The cement and sand should be thoroughly mixed in dry condition. After dry mixing the materials shall be wetted with just sufficient water to bring the mortar to proper consistency of thick paste. Mortar should be used immediately after mixing and arrangements shall be made so that not more than 30 minutes elapse between the cement first coming in contact with the moisture and laying.

iv) Placing: Plaster shall be laid over the prepared surface in one coat to the specified thickness and rubbed with "PATAS" and trowel and shall be smooth, free from waviness and trowel marks.

v) Sequence of operations: For external plaster, the plastering operations shall be started from the top floor and carried downwards. For internal plaster, the plastering operations may be started wherever the building frame and cladding work are ready and the temporary supports of the ceiling resting on the wall or the floor have been removed.

vi) Curing: Each coat shall be kept damp continuously till the next coat is applied or for a minimum period of 7 days. Moistening shall commence as soon as plaster is hardened sufficiently. Soaking of walls shall be avoided and only as much water as can be readily absorbed shall be used.

**11.0 DAMP PROOFING COURSE:**

It shall consist of 1:1.5:3 plain cement concrete or as otherwise specified in the item of work with approved water proofing materials of specified thickness. The surface



shall be kept wet for seven days. Before commencing the superstructure work, the top of concrete course shall be dried and cleaned of all materials.

## **12.0 WASHABLE DISTEMPER/OIL BOUND DISTEMPER/PLASTIC EMULSION PAINTING:**

Preparation of surfaces: The surface shall be thoroughly brushed free from dust, dirt, grease, mortar droppings and other foreign matter and sand papered smooth. Thereafter a smooth surface shall be prepared by applying putty, made of plaster of paris mixed with water on the entire surface including filling up the undulation and then sand papering the same after it is dry.

Primer coat: The primer where used as on undecorated surfaces shall be alkali resistance primer or acrylic based cement primer as specified in the item. These shall be of the same manufacture as oil bound distemper/ plastic emulsion paint. If the wall surface plaster has not dried completely alkali resistance primer shall be applied before distempering the walls. But if the distempering is done after the wall surface is dried completely, cement primer shall be applied.

Application of acrylic emulsion paint: Over the plastered surface, putty is to be applied in two coats or more following which, the surface is to be lightly sand papered to make it smooth. Before application of the paint, priming coat must be applied for receiving the distemper/plastic paint taking care not to rub out the priming coat. Paint shall be applied in two coats or more over the prepared surface.

Paints supplied shall be of approved make and prior approval must be obtained from Engineer-In-Charge before procurement and mobilization at site. If materials are mobilized without obtaining prior approval from Engineer-In-Charge, the same are liable to be rejected and shall be removed from site.

## **13.0 SYNTHETIC ENAMEL PAINT:**

Preparation of surface: The surfaces before painting shall be cleaned of all rust, scale, dirt and other foreign matter sticking to it with wire brushes, steel wool in case of steel surfaces and sand papering in case of wooden surfaces. Thereafter, one coat approved primer paint will be applied on the surface. Synthetic enamel paint (of approved make) shall be applied - two or more coats to give an even shade.

## **14.0 FILLING EXCAVATED EARTH IN FOUNDATION TRENCHES AND PLINTH OR UNDER FLOORS:**

As soon as the work in foundation has been completed and measured, the sides of foundations shall be cleared of all debris, bricks bats, mortar dropping etc, and filled with earth in layers not exceeding 30cms, each layer shall be adequately watered, rammed and consolidated before the succeeding one is laid. Earth shall be crammed with iron rammers where feasible, and with the butt ends crowbars where rammer cannot be used.

The plinth shall be similarly filled with earth in layers not exceeding 30cms, adequately watered and consolidated by ramming with iron or wooden rammers. When filling reaches the finished level, the surface shall be flooded with water for at least 24 hours, allowed to dry and then rammed and consolidated, in order to avoid any settlement at a later stage.

Sand filling in plinth: Sand shall be clean and free from dust, organic and other foreign matter. Sand filling shall be done in a manner similar to earth filling in plinth. Concreting of floor shall not be started until the Engineer-in-charge has inspected and approved the filling.

#### **15.0 VITRIFIED TILES / CERAMIC TILES / GLAZED TILE FINISH:**

Tiles shall be of the best quality from an approved manufacturer. The tiles shall be flat, true to shape and free from flaws such as crazing, blisters, pinholes, specks or welts. Edges and underside of the tiles shall be free from glaze and shall have ribs or indentations for a better anchorage with the bedding mortar. Dimensional tolerances shall be as specified in IS: 13756.

Base concrete or the RCC slab on which the tiles are to be laid shall be cleaned, wetted and mopped. The bedding for the tile shall be with cement mortar 1:4 (1 cement: 4 coarse sand) or as specified. The average thickness of the bedding shall be 20 mm or as specified while the thickness under any portion of the tiles shall not be less than 10 mm.

Mortar shall be spread, tamped and corrected to proper levels and allowed to harden sufficiently to offer a fairly rigid cushion for the tiles to be set and to enable the mason to place wooden plank across and squat on it.

Over this mortar bedding neat grey cement slurry of honey like consistency shall be spread at the rate of 3.3 kg of cement per square metre over an area up to one square metre. Tiles shall be soaked in water washed clean and shall be fixed in this grout one after another, each tile gently being tapped with a wooden mallet till it is properly bedded and in level with the adjoining tiles. The joints shall be kept as thin as possible and in straight lines or to suit the required pattern.

Where full size tiles cannot be fixed these shall be cut (sawn) to the required size, and their edge rubbed smooth to ensure straight and true joints.

Tiles supplied shall be of approved make and approval for the items must be obtained from Engineer-In-Charge before procurement and mobilization at site. If materials are mobilized without obtaining prior approval from Engineer-In-Charge, the same are liable to be rejected and shall be removed from site.

**16.0 PLINTH PROTECTION AND SURFACE DRAIN:**

Plinth protection and surface water drain shall be provided along the outer periphery of the building as per drawing and with PCC (1:3:6) over bricks flat laid in CM 1:4 and finished with 15mm thick cement plaster in prop. 1:2 with floating coat of neat cement finish or as specified in the item.

**17.0 SANITARY, PLUMBING WORKS AND WATER SUPPLY FITTINGS & FIXTURES:**

All sanitary, plumbing and water supply fittings and fixtures shall conform to the latest IS specifications and shall be of approved make. Approval for the items must be obtained from Engineer-In-Charge before procurement and mobilization at site. If materials are mobilized without obtaining prior approval from Engineer-In-Charge, the same are liable to be rejected and shall be removed from site. All waste and soil pipes and fixtures shall conform to IS specifications and shall be jointed as specified.

**18.0 ANTITERMITE TREATMENT (IS 6313):**

Injecting chemical emulsion of Chlorpyrifos emulsifiable concentrates 20% with 1% concentration for pre-construction anti-termite treatment and creating a continuous chemical barrier under and all-round the column pits, trenches, top surface of plinth filling, junction of walls and floor along the external perimeter of building expansion joints, surroundings of pipes and conduits etc. complete as per specification.

**19.0 ALUMINIUM WORK:**

Aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge.

**20.0 uPVC DOOR/WINDOWS:**

The uPVC casement / fixed / sliding windows and doors shall be factory fabricated by the approved manufacturer and installation work shall be carried out by them or their authorized vendor duly approved by the Engineer-in-charge.

**21.0 STRUCTURAL STEEL WORK:**

All steel and other material shall be procured and supplied by the CONTRACTOR, from the approved list of manufacturers. Contractor shall use materials for fabrication as specified in the approved drawings. All materials supplied by the Contractor shall be in sound condition, of recent manufacture, free from defects such as mill scales, slag intrusions, laminations, pitting, flaky, rust etc. and be of full weight and thickness as specified. Whenever the Contractor desires to substitute

structural members / shapes, plates for the sizes shown on the approved drawings, for want of availability of requisite materials, such substitutions shall be made only after authorization in writing by the Engineer-In-Charge.

All workmanship and finish shall be of the best quality and shall conform to good engineering practice and the best-approved method of fabrication. All materials shall be finished straight and shall be machined / ground smooth, true and square where so specified.

All structural steel shall be erected as per approved Design/fabrication drawings.

## **22.0 GRANITE/ / MARBLE SLAB WORK:**

The slabs shall be of approved selected quality, hard, sound, dense and homogenous in texture, free from cracks, decay, weathering and flaws. The slabs shall be hand or machine cut to the required thickness. Slabs shall be supplied to the specified size with machine cut edges or fine chisel dressed to the full depth. All angles and edges of the slabs shall be true and square, free from any chipping giving a plane surface. The type, size, thickness and colour/shade etc. of the slabs for flooring/dado/skirting shall be as specified in the respective items of the work. Preparation of the concrete base, laying and curing shall be done efficiently. Concrete base shall be finished below the finished floor level equal to the thickness of stone slab and cement mortar below.

## **23.0 SUPPLY AND INSTALLATION OF COMMERCIAL KITCHEN:**

The detail item specifications are mentioned in the Schedule of Quantity (SOQ). For any ambiguity in the understanding of the item specifications, the decision of Engineer-in-Charge will be final and binding to the Contractor.

## **24.0 SUPPLY OF MATERIALS:**

All items/materials to be supplied by the contractor for the project shall be as per the make list provided. Prior approval must be obtained from Engineer-In-Charge for the items/materials before procurement and mobilization at site. If items/materials are mobilized without obtaining prior approval from Engineer-In-Charge, the same are liable to be rejected and shall be removed from site if directed.

The following main sanitary items/bathroom fittings to be supplied for the job shall be of the make and model as mentioned alongside or of equivalent make and model as approved by Engineer-in-Charge:

Sl. No.	Item Description	Make	Model
1	Vitreous chine dual flush coupled water closet	Jaquar	LYS-WHT-38851P180UFSM
2	Vitreous china flat back type lipped front urinal basin	Jaquar	URH-WHT-13257
3	Vitreous China wash basin	Jaquar	OPS-WHT-15801
4	CP soap Dish	Jaquar	AQN-CHR-7731
5	CP Bottle trap	Jaquar	ALD-CHR-769
6	CP towel rail	Jaquar	ACN-CHR-1111SM
7	Toilet paper holder	Jaquar	ACN-CHR-1151N
8	Flush cock	Jaquar	CON-CHR-1081KN
9	Health Faucet/SS Jet	Jaquar	ALD-CHR-573
10	Two way bib cock	Jaquar	ORP-CHR-10041PM
11	Pillar cock	Jaquar	ORP-CHR-10001PM
12	Bib Cock	Jaquar	ORP-CHR-10037PM
13	Stop cock	Jaquar	CQT-CHR-23083K

## **25.0 TESTS FOR QUALITY CONTROL:**

Manufacturer test certificate shall be submitted by the contractor as and when instructed by Engineer-in-Charge and no separate payment shall be made by OIL for the same. Following tests to be carried out/test certificates to be produced by the contractor as and when directed by the Engineer-in-charge.

- 1.Cube test for RCC work
- 2.Manufacture Test certificate for cement, structural steel, reinforcement steel, roofing sheet etc. wherever applicable shall be produced prior to its use in construction.
- 3.Brick test
- 4.Test for fine and coarse aggregate
- 5.Water for construction and curing
- 6.Any other tests/manufacturer test certificate as per the direction of Engineer-in-charge.

Note: Some of the above tests like cube test for RCC, brick test, test for fine and coarse aggregate etc. will be carried out at OIL in-house laboratory of Civil Engineering Department at the discretion of the Engineer-in-Charge. In case the facility is not available in the OIL in-house laboratory due to any reasons, the tests shall be carried out by the Contractor from any Government Institute/approved laboratory at its own cost as per direction of Engineer-in-Charge.

**26.0 MEASUREMENT & PAYMENT:**

Payment for all works done shall be made on the basis of actual work done as per the schedule of quantity (SOQ) and schedule of rate (SOR). For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of quantity (SOQ), deviation order for the same shall be made on the rates as decided by the Company's Engineer based on OIL adopted internal estimation procedure/policy. Contractor must submit running account (RA) bills for the works executed time to time for release of payments.

In case of positive variation in quantities of any items from the quantity mentioned in the tender/contract SOQ, the contractor will have to carry out the positive varied quantity at the existing contract/quoted rate.

**27.0 SAFETY MEASURE:**

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

**28.0 RECORD KEEPING:**

i) A site order book will be maintained which will be in the custody of the Engineer-in-charge or his representative and all instructions given to the Contractor will be recorded in the site order book and the same has to be signed by the contractor to comply with the instruction given therein.

ii) A cement register has to be maintained to maintain the records of use of cement and the same has to be signed by the contractor.

iii) A hindrance registers to be maintained at site by the contractor.

iv) Register for daily tool box meeting along with list of daily engaged work persons.

**29.0** In case of any ambiguity/conflict among various documents the decision of Engineer-in-charge will be final and binding.

**30.0 CONTRACTOR'S GODOWN:**

The contractor must make adequate arrangement as directed by the Engineer-in-Charge, for the storage in suitable godown of all perishable materials such as cement. On no account may cement be stacked on the ground either in or outside godown.

**31.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:**

- i. The contractor shall provide all Labour, supervision and transport and such specified materials 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.

- ii. Contractor shall have to produce necessary cash memos towards forest produce used against the contract (if applicable) to HOD (Civil) from the authorities prior to processing of final payment. In absence of cash memos, the final bill shall not be processed.
- iii. Contractor must use mixture machine and vibrator for the RCC works. The Contractor shall use pump if needed for dewatering for excavation job for which no extra payment will be made.
- iv. Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- v. Efficient workmen to be engaged by the Contractor.
- vi. Materials if rejected should be removed from site within 48(forty-eight) hours of rejection, failing which the company reserves the right to get the rejected materials removed at the risk and cost of the contractor.
- vii. The Company reserves the right to get the part or whole work completed through other agency at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.
- viii. Water that may accumulate on the site during progress of the works or in trenches and excavation from other than accepted risks shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Contractor's expense.
- ix. If needed water and electricity will have to be arranged by the Contractor at his own cost. However, if felt, water and single phase power supply may be provided by Company on Chargeable basis depending on its availability & approved by the competent authority.
- x. The Contractor will be required to work expeditiously at the site.
- xi. Welding and cutting sets with fuel & operator, welder, fitter etc. shall be arranged by the Contractor at his cost at site for fabrication and erection work.

- xii. Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor (wherever applicable) to Engineer-in-Charge before starting of dismantling or the other execution of job.
- xiii. The contractor must submit a work plan in bar chart for the overall execution of the job within contractual period.
- xiv. Contractor must maintain all the records listed as per contract document and submit the same along with the bill for checking and processing of running and final bill.
- xv. Contractor must submit the MTC documents along with supporting documents like challan/unpriced invoice etc. of the materials, wherever applicable and as directed by Engineer-In-Charge.

**32.0 MAKE LIST FOR CIVIL ITEMS:**

Sl. No.	Item Description	Recommended Manufacturer/Brand/Make
1	Steel Reinforcement Bar	SAIL/ RINL/TATA /JSW/JSPL/Shyam Steel or equivalent
2	Cement	Star Cement /Dalmia /Ambuja/Ultratech /Birla /Lafarge or equivalent
3	Structural steel	SAIL/JINDAL/RINL/TATA or equivalent
4	Vitrified Floor tiles (Double Charged)	Johnson/Nitco/AGL/Orientbell /Kajaria or equivalent
5	Ceramic Floor & Wall Tiles	Somany/Johnson/Nitco/AGL/Orientbell /Kajaria or equivalent
6	Aluminium extruded sections for door/windows/partitions	HINDALCO/JINDAL/NALCO or equivalent
7	Wall putty	J.K.Birla/ Birla White/ ASIAN paints/ Berger /Dulux or equivalent
8.	Interior & Exterior Paints	ASIAN Paints / Berger/ NEROLAC/Indigo Paints or equivalent
9	Water proofing compounds	FORSOC / Pidilite / BASF / SIKA/CICO or equivalent
10	Admixture chemicals	FORSOC / Pidilite / BASF / SIKA/CICO or equivalent
11	CPVC Pipes & Fittings	Astral, Ashirwad, Supreme, Prince, Finolex or equivalent.
12	uPVC Pipes & Fittings	Astral, Ashirwad, Supreme, Prince, Finolex or equivalent



13	Door & Window Fittings & Fixtures	Godrej / Doorset /Ozone or equivalent
14	Flush Door / Plywood / Block Board / Veneer	Century /Green Ply /Green Panel/Archid Ply or equivalent
15	Laminates	CenturyPly /Greenlam / Marino or equivalent
16	Vitreous chinaware water closet, Wash basin, urinals, sink etc.	Parryware, Hindware, Cera, Jaquar or equivalent
17	Bathroom & Toilet fittings & fixtures	Parryware, Hindware, Cera, Jaquar or equivalent
18	Glass	Saint Gobain, Gujrat Guardian Glass or equivalent
19	False ceiling (Gypsum Board)	Armstrong/ Anutone /Gyproc Saint-Gobain/ Hunter Douglas or equivalent
20	UPVC Door and Windows	Winsta Kommerling/ Finesta/ Encraft

Note: If any material/item other than the above are to be used/supplied for the project, prior approval of make to be obtained from Engineer-in-Charge before procurement.

### **33.0 .PLANTS AND EQUIPMENTS TO BE PROVIDED BY THE CONTRACTOR:**

The contractor should be capable of mobilizing the following plants and equipment to the site as and when required for successful completion of the job:

- i) Concrete Mixture Machine - 01 Nos.
- ii) Concrete Vibrator (Needle Type) - 01 Nos.
- iii) Sump Cone - 1 No.
- iv) Cube mould (150mm x 150mm x 150mm) - 06 Nos.

### **34.0 INDEMNITY AGREEMENT:**

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

### **35.0 Building and Other Construction Workers Welfare Cess Act 1996:**

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

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

#### **4.4 SCOPE OF WORK FOR ELECTRICAL JOBS**

The SCC for the Electrical Part of the Tender comprises two basic parts as follows:

- A. GENERAL
- B. TECHNICAL

##### **A. GENERAL**

1. Special conditions of contract shall be read in conjunction with the General Conditions of Contract, Bill of Quantities, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
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.
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.
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, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.
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.

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.

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 SITE PARTICULARS:**

2.1 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/endorsed by State Licensing Board, Govt. of Assam. In case license expires during contract period the same shall be renewed by the contractor.

3.2 In case of bidder submitting experience & contractor license of other parties, bidder must submit a MoU entered into with the collaborators / consortium partner with the Electrical firm whose experience and electrical contractor license they have submitted along with the bid within 30 days from date of award of the contract towards providing the requisite service as per the terms of the contract.

3.3 Bidder or their collaborators / consortium partner having valid Electrical Contractors' License issued by any State Government Electrical Licensing Board of India other than that of Assam must submit either a valid Electrical Contractors' License issued by Electrical Licensing Board, Government of Assam in their name or get their Electrical Contractors' License recognized / endorsed by Electrical Licensing Board, Government of Assam for executing the job at Assam within 30 days from date

of award of the contract and the same will be subsequently renewed till the completion of the contract.

3.4 Contractor shall employ wiremen with valid wireman permit (covering relevant portions), issued/recognized by State Licensing Board, Govt. of Assam to carry out all electrical jobs and shall deploy one supervisor holding valid Electrical supervisor's competency certificate (covering relevant portions), issued/recognized/endorsed by State Licensing Board, Govt. of Assam for supervision of electrical jobs.

3.5 Validity of all certificates/permits/licenses if expires, shall be renewed by the contractor for the entire contract period.

3.6 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 on chargeable basis at its discretion to use drill machine or any other portable tools required for wiring purposes if available at nearest point. The 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. However for welding machine power supply will not be provided by the company, contractor may use Diesel Welding Generators for the same.

#### **5.0 SCOPE OF SUPPLY:**

Company does not envisage supplying any material for this work & contractor shall arrange all materials, instruments, tools and tackles etc. required for execution of the work.

#### **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 contractor shall finally give a certificate of electrical work executed by him stating the job done as per the requirement of Central Electricity Authority Regulations, 2010. The work shall be carried out as described in Schedule of Quantities (SOQ), specifications, and drawings, BIS/NEC guidelines and as per the instructions by Engineer -in-charge (electrical), of the Company. The scope of work shall cover electrification works of any office building/Industrial house/ residential area or as specified by concerned Engineer in charge.

The broad items/activities covered under "electrical works" shall include the supply, installation, testing and commissioning of any or all of the following:

- i) Point wiring of light points, call bell points, Ceiling fan points, and exhaust fan points.
- ii) Plug points, general power points, metal clad plug & socket outlet points etc. including light and power accessories etc., complete in all respects.
- iii) All surface/concealed wiring through BIS marked medium/heavy duty PVC Casing capping/conduit, on or through wall, roof, floor beams, false ceiling, floors etc.
- iv) Main Distribution Boards (VTPN DB), Sub Distribution Boards (SPN DB) and switch boards as required.
- v) Cables from LT Panel (OIL Existing Source) to Main Distribution Boards (VTPN DBs), Main Distribution Boards (VTPN DBs) to Sub Distribution Boards (SPN DBs & TPN DBs) and circuit wiring from sub distribution boards to various switch boards.
- vi) Light fixtures and ceiling, wall & exhaust fans.
- vii) VRF Air Conditioning System.
- viii) Earthing of VTPN DB, TPNDBs, SPN DBs, ACs etc. complete in all respects.

**7.0 SCHEDULE OF QUANTITIES/RATE:**

7.1 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.

7.2 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.

7.3 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.

7.4 The words "Bill of Quantity", "BOQ", "Schedule of Quantity" and "SOQ", appearing in this document, carry the same meaning.

**8.0 PRICE VARIATION:**

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

**9.0 MEASUREMENTS, BILLING & PAYMENT:**

9.1 All works shall be measured in metric system based on actual work done as per the Payment for all works done shall be made on the basis of actual work done as per the schedule of quantity (SOQ) and schedule of rate (SOR). For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of quantity (SOQ), deviation order for the same shall be made on the rates as decided by the Company's Engineer based on OIL adopted internal estimation procedure/policy. Contractor may submit running account (RA) bills for the works executed time to time for release of payments.

9.2 In case of positive variation in quantities of any items from the quantity mentioned in the tender/contract SOQ, the contractor will have to carry out the positive varied quantity at the existing contract rate.

**10.0 CONTRACT DRAWINGS:**

Contractor has to prepare all working drawings mentioned below and obtain approval from the engineer in charge (Electrical) before starting of the civil work.

- a) Layout diagram of complete wiring showing route for wiring from LT Panel to VTPNDB, VTPN DB to TPN DB, TPN DB to SPN DB, SPN DB to Switch Board, Light and ceiling fan positions, VRF AC positions etc.
- b) Schematic diagram for complete electrical work.
- c) Single line diagram of Electrical System
- d) The contract shall keep at least one copy each of drawings, conditions of contract, specifications, instructions and schedule of quantities at the site of works available for reference by any authorized representative Engineer-in-charge (Electrical), at all times during the progress of the works.

**11.0 COMPLETION DOCUMENTS:**

The contractor shall submit 4 copies of AS BUILT layout drawings to OIL after completion of the work. These complete drawings shall give the following information:

- a) Layout of all equipment, switch boards, DB's etc.
- b) Single line diagram of Electrical System
- c) Location of DB's, Sub-mains, junction boxes & earthing
- d) Schematic diagram for overall electrical distribution

- e) Layout of lighting & power wiring
- f) Cable schedule
- g) Operation & Maintenance Manuals for equipment if any
- h) Manufacturers test report & data sheets for equipment if any
- i) Electrical test certificate for the electrical work done as per CEAR, 2010

## **B. TECHNICAL**

### **1.0 SCOPE**

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

### **2.0 TERMINOLOGY**

The definition of terms shall be in accordance with 1 S: 732-1989 (Indian Standard Code of Practice for Electrical Wiring), except for the definitions of "point", "circuit", and "sub-main wiring", which are defined hereunder.

### **2.1 POINT WIRING**

#### **2.1.1 Point wiring:**

A point wiring (other than socket outlet point wiring)

- Shall extend from the controlling switch/MCB /controller to the corresponding point/ device (lamps/luminaire/fan/exhaust fan/call bell etc.). Point/device refers to either single devices (like lamps, fans, etc.) or multiple devices controlled from one single switch/MCB/controller (like chandeliers, group of decorative lamps, etc.). Point wiring does not include switch which is covered under a separate item (supply and fixing of modular switch).
- Includes supply & fixing of all items as specified in SOQ, like device holders, wires, conduit/casing- capping, accessories like screws, raw plug, outlet boxes, junction boxes, pull -through boxes etc., including metal/PVC boxes if any, provided with switch boards for loose wires/conduit terminations, bushed conduit or porcelain tubing where wiring cables pass through wall etc.
- Shall be measured in terms of number of "points" only. There shall be no linear measurement for point wiring, or for the number and size of wires used.
- Details of wire size, material, conduit/casing capping, colour of insulation as in SoQ.
- It is to be noted that point wiring is estimated to cover approximately 7.0 metre wiring on an average.

#### **2.1.2 Light plug point (socket outlet point) wiring: A Socket (" plug point") outlet point wiring**

- Shall extend from the switchboard to the corresponding wall socket outlet. Sockets may include a single socket or multiple sockets (of same rating) in one module.

- Shall be reckoned as total length of wiring and shall be measured on linear basis along the run of wiring.
- Details of wire size, material, conduit/casing capping, colour of insulation as in SoQ.

**2.2 CIRCUIT WIRING:**

Circuit wiring

- Shall extend from the distribution board up to the switch board/box.
- Include all wiring accessories
- Shall be reckoned as total length of wiring and measured on linear basis along the run of wiring
- Details of wire size, material, conduit/casing capping, colour of insulation as in SoQ.

**2.3 POWER PLUG POINT WIRING:**

Power plug point wiring

- Shall extend from distribution board to combined 5/6 A & 15/16 A 6 pin socket outlet and 20A MCB Switch/ socket.
- Include all wiring accessories
- Shall be reckoned as total length of wiring and measured on linear basis along the run of wiring
- Details of wire size, material, conduit/casing capping, colour of insulation as in SoQ.

**2.4 SUB-MAIN WIRING**

Sub-main wiring

- Shall extend from one main/distribution switchboard to another.
- Shall be reckoned as total length of wiring and measured on linear basis along the run of wiring.
- Includes all wiring accessories
- Details of wire size, material, conduit/casing capping, colour of insulation as in SoQ.

**3.0 OTHER WIRING WORKS:**

As per the details given in the SoQ.

**4.0 SYSTEM OF DISTRIBUTION AND WIRING:**



#### 4.1 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.

#### 4.2 Distribution:

The wiring shall be done on a distribution system through main and/or branch (sub-main) distribution boards. The system design as well as the locations of boards shall be as indicated in BOQ/drawings or as specified by the OIL Engineer-in-charge. Main distribution board (VTPN) shall be controlled by a circuit breaker. Each outgoing circuit shall also be controlled by a circuit breaker. The branch distribution board shall be controlled by a circuit breaker. Each outgoing circuit shall be provided with a miniature circuit breaker (MCB) of specified rating on the phase or live conductor. The loads of the circuits shall be divided, as far as possible, evenly between the number of ways of the distribution boards, leaving at least one spare circuit for future extension. The neutral conductors (incoming and outgoing) shall be connected to a common link (multilayer connector) in the distribution board and be capable of being disconnected individually for testing purposes.

'Power' wiring shall be kept separate and distinct from 'Lighting' wiring beyond the branch distribution boards.

#### 4.3 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.

#### 4.4 Wiring System:

- Wiring shall be measured only as per "point wiring" or "linear basis ", 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.

#### 4.5 Run of Wiring:

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

### **5.0 JOINTS IN WIRING:**

No bare conductor in phase and / or neutral or twisted joints in phase, neutral, and / or protective conductors in wiring shall be permitted. There shall be no joints in the through -runs of wires. There shall be no looping of earth wires and neutral wires between points. All light points, plug points etc. shall have their individual neutral

and earth wires laying up to the switchboard or distribution board as the case may be.

## **6.0 RATINGS OF OUTLETS:**

MCBs / switches / controllers for devices like light fittings, ceiling fans, exhaust fan etc. shall be rated according to the corresponding device capacity.

RCCBs for household circuits and similar installations should be rated for 30mA tripping current. Socket Outlets shall be rated according to their intended use only.

## **7.0 CAPACITY OF CIRCUITS:**

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

## **8.0 CONFORMITY TO CEA REGULATIONS, 2010 AND STANDARDS:**

All electrical works shall be carried out in accordance with the provisions of CEA (Measures relating to safety and electric supply) Regulations 2010, National Electric code and National Building Code. The works shall also conform to relevant Indian Standards.

In all electrical installation works, relevant safety codes of practice shall be followed.

## **9.0 TESTING OF WIRING / INSTALLATION:**

Wherever required by OIL's engineer-in-charge, capping shall not be fixed on the casing till the work has been inspected with the wires in position and approved. Inspection will be done in stages, as work progresses.

On completion of an electrical installation (or extension thereof) OIL's engineer -in-charge may require a test certificate for the installation/wiring job before energizing the circuits. In such instances, contractor shall issue a test certificate, countersigned by certified supervisor under whose supervision the job was carried out.

The following tests should be carried out:

- i) Insulation resistance test
- ii) Earth continuity test
- iii) Earth electrode resistance test

All necessary test instruments shall be arranged by the contractor.

## **10.0 GENERAL REQUIREMENTS OF COMPONENTS:**

### **10.1 Quality of materials:**

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

### **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.

### **10.3 Conformity to Standards:**

All components shall conform to relevant Indian Standard Specification, including amendments or revisions there of up to the date of tender acceptance.

#### 10.4 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.

### **11.0 WIRES AND CABLES:**

#### 11.1 Wiring:

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,
- 'Light Plug Point': 1.5 sq. mm,
- 'Circuit Wiring': 2.5 sq. mm,
- 'Power': 4 sq. mm,
- Sub-Main: 10 sq. mm,
- Main: 10 or 16 sq. mm depending on the installed load.

All wiring cables shall be FRLS, single core, multi-stranded, PVC insulated, unsheathed, 1100V grade, BIS marked & FIA & TAC approved, with flexible conductor.

#### 11.2 Cables:

Cables shall be armoured, PVC insulated and PVC sheathed power cables of 1100 V grade. They shall be fitted on wall surface/ Tray/False ceiling/False floor as required, clamping shall be with 1 mm thick saddle, wherever required.

### **12.0 PVC CASING AND CAPPING:**

12.1 PVC casing and capping shall be BIS marked.

12.2 Providing and fixing of PVC casing and capping include bends, elbows, tees, inside and outside corners, round blocks and painting:

PVC casing and capping should be strong and properly fitted so as to hold wires laid in it up to 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. It can be run whether in horizontal or vertical position as required.

12.3 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.

**13.0 PVC CONDUITS:**

13.1 All rigid conduit pipes shall be of medium duty PVC conduit of good quality and be BIS marked.

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.

13.3 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.

**14.0 WIRING ACCESSORIES:**

14.1 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.

14.2 Socket outlets:

6/16 pin Socket outlets shall be of shutter type modular complete with plate. These shall be rated either for 6A, or 6/16A combined. Combined 6 pin (6A/16A) socket outlet shall be provided in 'power' circuits wherever specified. 6A Socket outlets shall only be of 5 pin type; the earth pin shall be connected to earth through protective (loop earthing) conductor. The control switches for 6A and 16A socket outlets shall be kept along with the socket outlets. Generally socket outlet 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.

14.3 Switch box covers:

These shall be modular type of suitable size.

14.4 Ceiling rose – Only one flexible cord shall be connected per ceiling rose. For multiple pendants, each pendant shall have its own rose, or a specially designed rose shall be used.

**15.0 FITTINGS:**

Indoor type fittings specification:

Suspension mount and batten mount LED luminaire with all accessories and lamps, ready for installation as per the following description.

- i) Optical system should provide all round glare and beam control.
- ii) Luminaire shall be as follows:
  - a) Recessed Round LED panel as detailed in SoQ.
  - b) LED downlight as detailed in SoQ.
- iii) Luminaires shall be pre-wired up to the terminal block and fitted with High Performance driver (THD<10%) as standard, PF> 0.95; driver to conform to IS/IEC for safety/ performance.
- iv) Luminaires shall be supplied with all standard accessories (including chains, brackets, mounting clamps etc.) for suspension and/or wall mounting.
- v) Power supply: 230/240 V, 50 Hz, single phase
- vi) The type of fittings shall be as specified in SOQ.

**16.0 PRE-WIRED MCB DISTRIBUTION BOARDS:**

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

The complete board shall be factory fabricated and shall be duly pre-wired, 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 be provided with a hinged cover of 1.6mm thick sheet steel on the front. Only the knob/dolly of the MCB's shall protrude out of the front covers through openings neatly machine made for the purpose. Knock out holes at the bottom, and detachable plate with knock out holes at the top of the board shall be provided.

VTPN and TPN DB shall also be provided with two nos. loose wire box and SPN DB shall be provided with one no. loose wire box as a compartment for the complete width and depth of the board, and of minimum height of 125mm in case of VTPN/TPN DB's, and 100 mm in case of SPN DB's.

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 TPN DBs
- b) 125 A copper bus bar for VTPN DB (fitted with 125A MCCB)
- c) Neutral link
- d) Common earth bar

- e) DIN bar for mounting MCB's
- f) Screw type terminal connectors suitable for incoming and outgoing cables.
- g) Earthing stud(s)

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

#### **17.0 MINIATURE CIRCUIT BREAKERS (MCB's):**

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

#### **18.0 SWITCH BOARD LOCATIONS:**

Switch boards shall be located as indicated on the drawings or as instructed by OIL's engineer. Switchboards should not be installed in places likely to be exposed to the weather. However exact location will be as per suitable available spaces.

Unless otherwise specified, a switch board shall be installed so that its bottom is 1.30 m from the floor level. Switchboards shall be well clear of door openings and with an open (unimpeded) space in front of the switchboard for easy access.

Where it is required to terminate a number of casing capping or conduits on a board, it may be convenient to provide a suitable PVC adapter box for the purpose. Such boxes shall be provided with the prior approval of the Engineer-in-charge (Electrical) and this will not be paid for separately. No apparatus shall project beyond any edge of the panel.

#### **19.0 FANS, REGULATORS AND CLAMPS:**

Fan Regulators:

Electronic modular type fan regulator shall be of approved makes. The fans, regulators etc., are to be procured from authorized dealer to ensure genuineness of the material.

#### **20.0 EARTHING:**

Earthing shall be done with G.I. earth pipe 3 metre long, 100 mm dia ( Conforming to BIS:1239) including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required. G.I. Earth strap shall be supplied with the earth electrode for

connecting the earth electrode to the equipment. Earth strap shall be terminated in the electrode/equipment with proper size of zinc coated nuts and bolts.

**21.0 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.

**22.0 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.

**23.0 SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VRF AIR CONDITIONING SYSTEM:****23.1 PART 'A' (SUPPLY)****1) Variable Refrigerant Volume / Flow**

Supply Installation, testing and commissioning of Top Discharge Modular type outdoor units, with all multi scroll DC Inverter compressors for cooling & heating applications. The unit runs with inverter compressor only. All inverter capacity controlling compressors shall be suitable for  $415 \pm 10\%$  volts, 50 Hz. special coated fins, panel, inverter based condenser fan M.S. hot dip galvanized stands / supports, electrical & microprocessor panel, isolating valves and all the necessary accessories for proper functioning of the units. All ODU's are having Hi-POR technology for Oil return mechanism to high pressure side and Active Refrigerant Control systems to increase efficiency and performance of the unit. Unit shall yield COP of 3.69 at 100% load at AHRI condition (Ambient 35 Deg DBT & Inside: 19 Deg WBT). Condenser shall be capable to operate for outside ambient of 53 Deg C. All outdoor unit must have a heat exchanger having an anticorrosive coating to ensure long lasting performance, even in corrosive environments. It has to have two level of coatings, one - acrylic resin coating is applied for strong protection from various corrosive external conditions, and two - a Hydrophilic Film keeps water from accumulating on the heat exchanger, minimizing moisture build-up. Dual Sensing SLC (Smart Load Control) - ODU-Dry Bulb Temperature & Relative Humidity.

**1.1) Outdoor Units:****a) 10 HP (2 nos.)**

b) 14 HP (1 no.)

1.2) Indoor Units:

Supply of Floor Standing (Tower) Type unit of following Capacities. The unit is having powerful throw upto 15 mtrs. With less temperature difference between upper and lower part of the room. The set includes IDU & Cordless Remote.

a) Floor Standing (Tower) Type 4.0 TR (7 nos.)

b) Y- Joints (4 nos.)

c) Copper piping for the units (as per requirement)

2) Warranty:

(a) Warranty of the entire unit shall be minimum one (1) year against any manufacturing defect from the date of commissioning.

(b) Warranty of the compressors shall be minimum five (5) years against any manufacturing defect from the date of commissioning.

3) Documents:

(a) Documents to be submitted after award of contract prior to supply of materials:

(i) Catalogue containing the features of offered make and model

(ii) Valid dealership certificate

(b) Documents to be submitted at the time of supply:

(i) Duly signed warranty certificate

(ii) One set of operation/maintenance manual against each unit

**23.2 PART 'B' (Installation, Testing and Commissioning)**

a) Installation, testing & commissioning of 34 HP VRV System with 100 % DC Inverter Scroll Compressor, complete Indoor Unit as specified in equipment schedule along with low side works of Indoor installation, piping with nitrile insulation, drain pipe, nitrogen flushing, vacuuming, gas charging and balancing of the complete system.

b) All masonry work/civil works such as supports for the condensing units, cutting away and making good of RCC/PCC/ slabs and making & closing of trenches etc.

c) Power supply connection to all outdoor units from VTPN DB.

d) Power supply connection to all indoor units from switch sockets.

e) Provision of drain pipes to be provided.

f) Any kind of false ceiling works, boxing work, wooden framework/carpentry work. Provisions of boxing, false ceiling and wooden frames for grills, if necessary and essential for the proper functioning of the systems.



g) Any under deck or over deck insulation, thermal or acoustic insulations works for false ceiling or walls etc. All air tight partitions above false ceiling.

h) The Outdoor Unit Mounting MS / Concrete structure with load bearing capacities of minimum 250 Kgs each for ODU shall have to be erected/constructed on the designated area at a height of 12 inches from ground level.

i) Any kind of dismantling work.

j) Scaffolding of any kind to be provided.

**Make List of Electrical Items:**

Sl. No.	Item Description	Approved Make
1	All Single core BIS marked, copper FRLS PVC insulated stranded flexible 1100 v grade cable (as per IS 694 of size/rating as specified in SOQ)	FINOLEX/HAVELLS /L&T/POLYCAB/RR KABEL/KEI
2	All Earth Wire of size as specified in SOQ	FINOLEX/HAVELLS /L&T/POLYCAB/RR KABEL/KEI
3	Copper lugs	DOWELL/3D-BILLET/JAINEX/SCHNEIDER (MERLIN GERIN)
4	PVC conduit	RICHA/PLAZA/AKG/PRESTO PLAST/Anchor
5	Metal clad switch-socket unit, 20/25 Amps	LEGRAND/SCHNEIDER/SIEMENS/HAVELLS/INDO-ASIAN
6	Ceiling fan, 1400 mm Sweep, White in Colour.	HAVELLS(Pacer)/BAJAJ(Kassels)/ORIENT (PSPO)/USHA/CROMPTON GREAVES
7	LIGHT FITTINGS (including Driver) i) LED Downlight ii) Recessed LED panel light	PHILIPS /CROMPTON/ORIENT/BAJAJ/HAVELLS
8	All MCCB	INDO ASIAN/LEGRAND/SIEMENS / ABB /L&T/HAVELLS
9	All MCB'S (10KA, C- curve)	ABB/INDO-ASIAN/L&T /SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS
10	All RCBO Note: Make of RCBO, MCBs and box shall be of same make.	ABB/INDO-ASIAN/L&T/ SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS
11	All MCB DB Note: MCB DB and MCBs/RCBO fitted therein have to be of same make.	ABB/INDO-ASIAN/L&T/ SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS

12	VTPN DB Note: VTPN DB and all components fitted therein have to be of same make.	ABB/INDO-ASIAN/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS/HAVELLS
13	Modular switches/Socket/Box / Blank plate	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS/MK
14	Modular Fan regulator 100W	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS/MK
15	Metal GI Box	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS/MK
16	Metal enclosure for MCB	LEGRAND/SCHNEIDER/ SIEMENS INDOASIAN/L&T/HAVELLS
17	Exhaust fan	USHA/HAVELLS/CROMPTON/BAJAJ
18	VRF Air Conditioning System	LG ELECTRONICS / VOLTAS/ BLUE STAR / CARRIER/ LLOYD/ HAIER/DAIKIN
19	LT Power Cable	NICCO/ASIAN/CRYSTAL/UNIVERSAL/ CCI/ RPG/INCAB/POLYCAB/ANKUR/ NECAB
20	Earthing cable	NICCO/ASIAN/CRYSTAL/UNIVERSAL/ CCI/ RPG/INCAB/POLYCAB/ANKUR/ NECAB
21	GI Pipe for earthing	JINDAL/TATA

## 5.0 General Requirement

- i. Contractor shall be solely responsible for providing all requirements to his personnel, including payment of wages & all allowances, PPEs etc. as mentioned in the contract.
- ii. Jobs carried out by the contractor shall be inspected by Engineer In-charge or his representative. In case any non-conformance is observe, contractor will have to attend/rectify/repair the same at their own cost within stipulated time.
- iii. The Contractor shall arrange gate passes for all their personnel and all personnel shall display their passes when on duty to the any installation/plant security as and when asked for.
- iv. OIL will not be liable for any loss, theft or any other damage to the contractor's property in OIL premises including that of the contractor's employees or any third party personnel.
- v. The Contractor shall provide at his own expenses, facilities like transport, boarding & lodging, medical etc. to all his employees, working under the Contract. All medical care, hospital treatment expenditure, etc. shall be the responsibility of the Contractor.
- vi. Contractor shall ensure that his personnel on duty will perform their assigned duties safely, effectively and efficiently.
- vii. No additional terms & conditions over and above the conditions mentioned in the contract shall be entertained.

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

- (i) 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.
- (ii) Order the Contractor to remove any inferior material(s) from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
- (iii) Order the Contractor to remove or replace any workman/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel engaged by the Contractor shall be final and binding on the Contractor.
- (iv) 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.
- (v) Order deviations in SOQ & Specification document of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

ix. The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities and items stipulated in (SOQ).

## **6.0 Special Terms and Conditions:**

### **i. OIL's Scope of Supply:**

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

### **ii. Contractor's Scope of Supply:**

- a. The Contractor shall bear the cost of all Personal Protective Equipment (PPE) for all of their employees to be deployed for working.

The contractor shall ensure strict compliance of personnel protective equipment (PPE) by the workforce engaged by the contractor. In case of damage to PPE, the contractor shall provide a new PPE to his workforce at his own cost. The Contractor shall ensure

that all necessary safety gears/PPEs are available with their employees and properly used while executing work.

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

iii. **Indemnity and Insurance:**

The contractor shall provide insurance covered from the date of starting to the end of defect liability period of the contract for the following events which are due to the contractor's risks.

(a) Loss of or damage to the works plants and materials.

(b) Loss of or damage to the equipment.

(c) Loss of or damage of property (except the works, plant, materials & equipment) in connection with the contract.

(d) Personal injury or death of all his manpower deployed by him.

In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim.

The policies and certificates for insurance shall be submitted by the contractor to the engineer in charge before the actual execution of the work. In case, the Contractor fails to arrange the Insurance as mentioned above against any or all insurable risks, the Contractor shall be liable for loss or damage arising from such events or causes.

Contractor shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the company.

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

## **7.0 IMPORTANT NOTES**

- i. Bidder must submit 'Compliance Sheet' as per Proforma-XVII of the Tender Document along with their technical bids explicitly mentioning compliance/ non-compliance to detailed NIT Specifications mentioned in Annexure-III of SCC of the tender document.

## **8.0 MOBILIZATION**

- i. **MOBILIZATION PERIOD: Fifteen (15) days** from date of issuance of LoA.
- ii. **TERMS OF MOBILISATION:** The Contractor shall report to Civil Engineering Department, OIL, Duliajan-Assam, within **Fifteen (15) days** from date of issue of Mobilization Notice for a **Kick-off Meeting** for obtaining necessary information and instructions for commencement of work. Date of Kick Off Meeting shall be deemed as completion of mobilization.

- 9.0 DURATION OF THE CONTRACT:** The duration of the contract shall be for a period of Six (06) months from the date of issue of Work Order.

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

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

**12.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS AND SERVICES:** In the event of the Contractor's default in timely completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

### **13.0 WARRANTY AND REMEDY OF DEFECTS**

- i. **Defects Liability Period:** Twelve (12) months from the date of completion of work. The Contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer In-Charge (EIC) which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by Contractor or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the EIC or in default, the EIC may carry out such works by other work and deduct actual cost incurred towards Labour, supervision and materials consumables or otherwise plus overheads from any sums that may then be or at any time thereafter, become due to the Contractor or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the work/equipment, is found defective and is rectified/replaced, the period of liability for such equipment/portion of work shall be operative from the date such rectification/replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only. Notwithstanding the above provisions the supplier's guarantees/warranties for the replaced equipment shall also be passed on to the Company.
- ii. In case an item has got a guarantee/warranty period, then the same is to be passed on to OIL. If such item fails before its guarantee period is over, then contractor has to rectify/replace it at his own cost. However, in case of critical items, if the guarantee/warranty period is beyond defect liability period, then guarantee/warranty shall applicable for that period also.
- iii. Standard accessories & warranty provided by the OEMs/ authorised dealer of OEMs for all items must be passed on to OIL. The warranty shall cover replacement of defective hardware/items etc.

### **14.0 AREA OF OPERATION**

Inside of Zaloni Club, Oil India Limited, Duliajan, Dibrugarh, Assam, 786602.

### **15.0 HSE POLICY**

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

### **16.0 GST: AS PER ANNEXURE-I TO SCC**

### **17.0 NOTICES**

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

<b><u>COMPANY</u></b>	
a) <b><u>For CONTRACTUAL MATTERS</u></b>  GM-Contracts OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a>	b) <b><u>For TECHNICAL MATTERS</u></b>  GM – CIVIL (i/c) HoD CIVIL ENGINEERING DEPARTMENT OIL INDIA LIMITED, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 8859 Email: <a href="mailto:ddharani_saikia@oilindia.in">ddharani_saikia@oilindia.in</a>
<b><u>CONTRACTOR</u></b>  <div style="text-align: center;"> _____  _____  Phone No.: </div>	

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

**GOODS & SERVICE TAX**

- (1) In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.
- (2) Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- (3) "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- (4) Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- (5) Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- (6) Where the OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- (7) The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- (8) Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the

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

- (9) The bids will be evaluated based on total price including GST.
- (10) Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- (11) Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- (12) GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- (13) GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- (14) Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- (15) Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- (16) TDS under GST, if applicable, shall be deducted from contractor's/ Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- (17) The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.



- (18) It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- (19) In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- (20) Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- (21) Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- (22) GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- (23) In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- (24) Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- (25) Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- (26) Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- (27) The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- (28) The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its

own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

- (29) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (30) OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (31) Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- (32) Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

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

Note: OIL GSTIN numbers are as follows:

Assam: 18AAACO2352C1ZW

Arunachal Pradesh: 12AAACO2352C1Z8

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

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- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- (i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and

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

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

\*\*\*End of Annexure-I to SCC\*\*\*



**ZALONI CLUB LOBBY- VIEW FROM ENTRANCE**

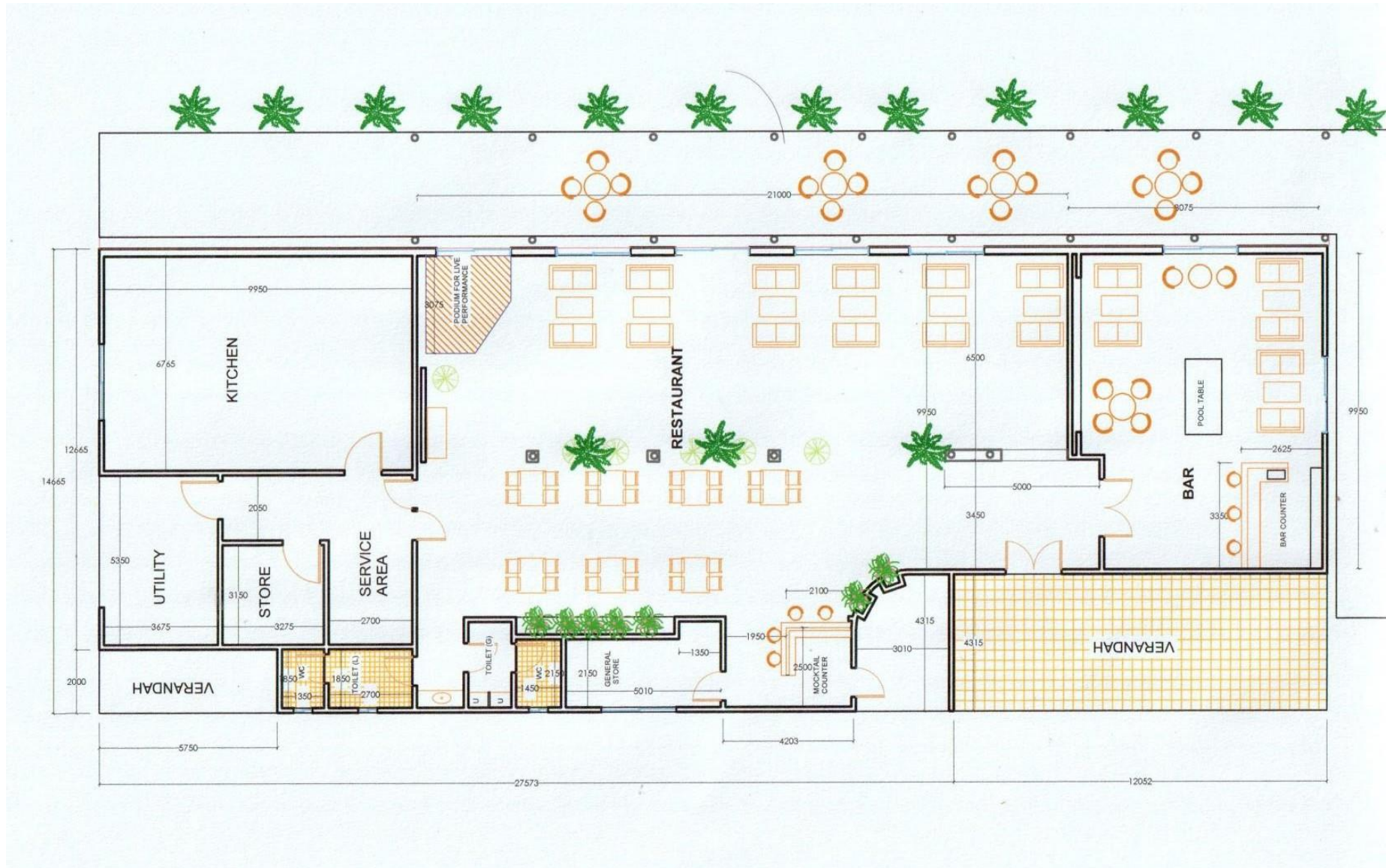


**ZALONI CLUB LOBBY- VIEW FROM LEFT CORRIDOR**





**ZALONI CLUB LOBBY- VIEW FROM RIGHT CORRIDOR**



SCHEMATIC VIEW OF ZALONI RESTAURANT





**ZALONI CLUB RESTAURANT- VIEW FROM ENTRANCE**





**ZALONI CLUB RESTAURANT- VIEW FROM KITCHEN END**



**ZALONI CLUB RESTAURANT- VIEW OF MOCKTAIL COUNTER**





**ZALONI CLUB BAR- VIEW FROM ENTRANCE**



**ZALONI CLUB BAR- VIEW OF BAR COUNTER**





**ZALONI CLUB- REAR SIDE OF RESTAURANT**

**Detailed Specification**

<b>Item No.</b>	<b>Item Name</b>	<b>Description</b>
<b>A</b>	<b>Civil Items</b>	
10	Earth work in excavation	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.  All kinds of soil.
20	Back filling with available excavated earth	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth consolidating each deposited layer by ramming and watering.
30	Plinth Filling	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.
40	PCC (1:3:6)	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level:  1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size)
50	50mm Thk DPC (1:2:4)	Providing and laying damp-proof course 50mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand(zone-III) : 4 graded stone aggregate 20mm nominal size)
60	Water proofing material on DPC	Extra for providing and mixing water proofing material in cement concrete per 50kg work in doses by weight of cement as per manufacturer's specification.
70	RCC all work upto Plinth (1:1.5:3)	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering , shuttering, finishing and reinforcement - All works up to plinth level:  1:1.5:3 (1 cement: 1.5 coarse sand: 3 graded stone aggregate 20 mm nominal size)

80	RCC above Plinth (1:1.5:3)	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement: 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).
90	Shuttering in footings, bases of columns	Centering and shuttering including strutting, propping etc., and removal of form for: Foundations, footings, bases of columns etc. for mass concrete
100	Shuttering in lintels, beams,	Centering and shuttering including strutting, propping etc., and removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers
110	Shuttering in Columns, Pillars,	Centering and shuttering including strutting, propping etc., and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts
120	Flat brick Soling (1:3)	Providing and laying of Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto 30.00m.
130	Full brick masonry in foundation (1:4)	Brick work with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:4(1 cement : 4 coarse sand)
140	Brick work above PL (1:4)	Brick work with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in: Cement mortar 1:4 (1 cement : 4 coarse sand)
150	Half brick masonry in superstructure	Half brick masonry with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level.

	(1:4)	Cement mortar 1:4 (1 cement : 4 coarse sand)
160	12 mm Cement plaster (1:4)	12 mm Cement plaster of mix 1:4 (1 cement : 4 fine sand)
170	15 mm Cement plaster (1:4)	15 mm Cement plaster on the rough side of single or half brick wall mix 1:4 (1 cement : 4 fine sand)
180	Cement plaster skirting 18mm thick	Cement plaster skirting up to 30 cm height, with cement mortar 1:3 (1 cement: 3 coarse sand), finished with a floating coat of neat cement. 18mm thick
190	Ceramic wall tiles.	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.
200	Granite stone slab Flooring	Providing and laying Polished Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge.  Polished Granite stone slab of all colour and texture except Black, Cherry/Ruby Red
210	Kota stone slab flooring over 20 mm (average)	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4



		(1 cement : 4 coarse sand)
220	Vitrified floor tiles Double charge	<p>Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622 of approved brand &amp; manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc.</p> <p>Tiles must be cut with the zero chipping diamond cutter only. Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, levelling system and rubber mallet for placing the tiles gently and easily.</p> <p>Double charge vitrified tile polished finish of size Size of Tile 600 x 1200 mm</p>
230	Vitrified tiles in skirting, riser	<p>Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours &amp; shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joint with white cement &amp; matching pigments etc. complete.</p> <p>Size of Tile 600x600 mm</p>
240	Bamboo flooring planks wood with	<p>Providing &amp; fixing in position Phenol bonded Bamboo wood flooring with planks of sizes 14mm thick, minimum 1800mm length and minimum 100 mm wide, in approved colour, texture and finish, having Performance Appraisal Certificate (PAC) issued by Building Materials &amp; Technology Promotion Council (BMTPC). The flooring shall be fixed with tongue and groove interlocking system, with underlayment of 4mm thick expanded polyethylene foam sheets having density 40kg/cum, over prepared surface with necessary quarter round planks of size 1900mm x 18mm and door reducer of size 1900mm x 44mm, wherever required. The bamboo wood planks shall have minimum density of 1000 Kg/cum &amp; minimum Hardness 1000 Kgf. with Eco friendly UV coating, all complete as per direction of the Engineer in-charge.</p>

250	Wood work in frames of doors, windows, e	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately).  Sal wood
260	Non-decorative door shutter.	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:  35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws
270	Plain lining / cladding with Decorative	Providing and fixing plywood 4 mm thick, one side decorative veneer conforming to IS: 1328 (type-1), for plain lining / cladding with necessary screws, including priming coat on unexposed surface with :  Decorative veneer facings of approved manufacture
280	Decorative high pressure laminated sheet	Providing & Fixing decorative high pressure laminated sheet of plain / wood grain in gloss / matt/ suede finish with high density protective surface layer and reverse side of adhesive bonding quality conforming to IS : 2046 Type S, including cost of adhesive of approved quality.  1.5 mm thick
290	Cement Board in wall	Providing and fixing of external wall system on Light gauge steel frame work with outer face cement boards as per standard sizes fixed with self- drilling / taping screws / fasteners @ 60cm c/c of approved make. A groove of 2 mm to 3mm shall be maintained and grooves shall be sealed with silicon based sealant. The board shall be fixed in a staggered pattern. Screws shall be of counter sunk rib head of 1.60mm to 4 mm thick or 8 to 10 auge of length varying from 25 to 45 mm and. Internal face 12.5 mm thick gypsum plaster board fixed on cement board as per standard sizes fixed with selfdrilling / taping screws / fasteners @ 60cm c/c of approved make, proper taping and jointing to be done using fiber mesh tape and epoxy and acrylic based jointing compound for seamless

		<p>finish.(cost of frame work to be paid for separately)</p> <p>Outer face: Outer face having 8 mm thick cement bonded particle Board fixed on 10 mm thick cement bonded particle board. (Termite, Fire and Moisture Resistance) as per IS 14276:1995. Inner face:-12.5 mm thick gypsum plaster board conforming to IS 2095:2011 fixed on 8 mm thick cement bonded particle board (Termite, fire and moisture resistance) confirming to IS:14276:1995)</p>
300	Steel reinforcement for RCC work (TMT bar)	<p>Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.</p> <p>Thermo-Mechanically Treated bars of grade Fe-500D or more.</p>
310	M.S. grills in frames of windows etc.	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete.
320	Structural steel work	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.
330	Structural work tubular trusses	<p>Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.</p> <p>Hot finished welded type tubes</p>
340	Precoated galvanised iron profile sheets	Providing and fixing pre coated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer in-charge. The sheet shall be fixed using selfdrilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding

		the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.
350	Precoated galvanised iron profile Ridges	Providing and fixing pre coated galvanised steel sheet roofing accessories 0.50 mm (+0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete :  Ridges plain (500 - 600mm)
360	Precoated galvanised iron profile Gutter	Providing and fixing pre coated galvanised steel sheet roofing accessories 0.50 mm (+0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete :  Gutter (600 mm over all girth)
370	uPVC Rain water pipe	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 110 mm diameter
380	uPVC 87.5° Bend	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.  Bend 87.5°  110 mm bend
390	uPVC Plain shoe	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.  Shoe (Plain)  110 mm Shoe

400	uPVC Coupler	<p>Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.</p> <p>Coupler 110 mm</p>
410	Gypsum Board Ceiling (Verandah)	<p>Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts &amp; bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cut outs made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the</p>

		cost of painting with: 12.5 mm thick tapered edge Glass Reinforced Gypsum (GRG) board conforming to IS: 2095-(Part 3):1996 (Boards with BIS certification marks)
420	Cement based putty	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.
430	Acrylic Smooth exterior paint	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20kg/ 10sqm.
440	Painting with synthetic enamel paint.	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work
450	Painting wood work with Deluxe Multi Surface	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications: Painting wood work with Deluxe Multi Surface Paint of required shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primer applied @0.75 ltr/10 sqm of approved brand and manufacture
460	Painting Steel work with Deluxe Multi Surface	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications : Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/ 10 sqm over an under coat of primer applied @ 0.80 ltr/ 10 sqm of approved brand and manufacture
470	Aluminium sliding door bolts (300x16mm)	Providing and fixing aluminium sliding door bolts I.S.I. marked anodised ( anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with nuts and screws etc. complete with nuts and screws etc. complete :300x16 mm
480	Brass tower bolts (250x10mm)	Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete : 250x10 mm

490	Brass handles 125 mm	Providing and fixing bright finished brass handles with screws etc. complete:  125 mm
500	Aluminium hydraulic door closer	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.
510	Brass hanging type door stopper	Providing and fixing bright finished brass hanging type floor door  Stopper with necessary screws, etc. complete.
520	Brass butt hinges	Providing and fixing bright finished brass butt hinges with necessary screws etc. complete :  125x85x5.5 mm (heavy type)
530	Plinth protection 50mm thk of cement concrete 1:3:6	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement: 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources) over 75mmthick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.
540	Demolishing of cement concrete	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)
550	Demolishing of Brick work	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.  In cement mortar

560	Dismantling doors, windows (steel or wood)	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :  Of area 3 sq. metres and below.
570	Dismantling of roofing Sheet	Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 metres lead of: G.S. Sheet
580	Dismantling of floors and roofs laid in cement	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead  For thickness of tiles 10 mm to 25 mm
590	Health Faucets	Providing and fixing 8 mm dia C.P. / S.S. Jet with flexible tube upto 1 metre long with S.S. triangular plate to European type W.C. of quality and make as approved by Engineer - in - charge.
600	CPVC pipes, External work 100mm dia Pipes	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. External work 100 mm nominal dia Pipes metre
610	Brick masonry chamber	Constructing brick masonry chamber for underground C.I. inspection chamber and bends with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover with frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg), R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 fine sand : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand), finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design: Inside dimensions 455x610 mm and 45 cm deep for single pipe line : With common burnt clay F.P.S. (non-modular) bricks of class designation 7.5



620	50mm dia CPVC pipes External work	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. External work 50 mm nominal dia Pipes
630	15mm dia CPVC Pipes concealed pipe	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls 15 mm nominal dia Pipes
640	20mm dia G.I. Pipes concealed pipe	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls 20 mm nominal dia Pipes
650	C.P. brass long nose bib cock	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms. 15 mm nominal bore
660	C.P. brass long body bib cock	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standards and weighing not less than 690 gms. 15 mm nominal bore
670	C.P. brass stop cock (concealed)	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931. 15 mm nominal bore
680	Toilet holder : paper C.P. brass	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931 15 mm nominal bore

690	50mm Gun metal non- return valve Horizontal	Providing and fixing gun metal non- return valve of approved quality (screwed end) 50 mm nominal bore Horizontal
700	50mm Gun metal non- return valve Vertical	Providing and fixing gun metal non- return valve of approved quality (screwed end) : 50 mm nominal bore Vertical
710	uPVC Two track sliding window	<p>Supplying and installing uPVC- Sliding Windows made out of Lead free green profile having "GREENLINE" mark of BIS standard uPVC multi chambered sections of wall thickness 2.4mm with corners fusion welded, fully reinforced with Galvanized steel 1.5/2mm including interlock profile, glazing bead, grooving bead, brush seal, aluminium sliding track, stainless steel rollers, sealing wedge block, Espag, int handle, pop up handle, keeper, drain cap, fisher screws, packing pieces with all necessary stainlessness screws etc. complete as directed. The windows must be installed complete with all kinds of ironmongery including EPDM gaskets, bridging wedges and glass packers and with suitable water draining system. Application of silicon sealant from inside / outside of Dowcorning / GE or equivalent. With 5mm clear glass</p> <p>(b) 2 Track Sliding Window without Fly screen using uPVC section of size 58mm x 53mm x 2.4mm thick wall for frame, 37mm x 61mm x 2.4mm thick wall for glass sash having 1.5mm thick reinforcement for both frame &amp; sash, Interlock: 43mm x 23mm (Glass Panel)</p> <p>(WINSTA KOMMERLING/ FINESTA/ ENCRAFT)</p> <p>(i) 2-Panel with 5mm clear float glass</p>
720	uPVC two panels sliding door	<p>Supplying and installing uPVC- sliding door made out of Lead free green profile having "GREENLINE" mark of BIS standard uPVC multi chambered sections of wall thickness 2.8mm with corners fusion welded, fully reinforced with Galvanized steel 2mm including interlock profile, glazing bead, grooving bead, brush seal, locking arrangement, aluminium sliding track, stainless steel rollers, sealing wedge block, Espag, int handle, pop up handle, keeper, drain cap, fisher screws, packing pieces with all necessary stainlessness screws etc. complete as directed. The windows must be installed complete with all kinds of ironmongery including EPDM gaskets, bridging</p>

		<p>wedges and glass packers and with suitable water draining system. Fittings ROTO / GQ or Equivalent. Application of silicon sealant from inside / outside of Dowcorning / GE or equivalent.</p> <p>(II) 2 Track Sliding door without Fly screen using uPVC section of size 58mm x 53mm x 2.8mm thick wall for frame, 37mm x 75mm x 2.8mm thick wall for glass sash, Interlock: 43mm x 23mm (Glass Panel)</p> <p>(WINSTA KOMMERLING/ FINESTA/ ENCRAFT)</p> <p>(a) 2-Panel</p> <p>ii) Using 5mm clear toughened glass</p>
730	Vitreous china Dual Flush , Floor Mounted	<p>Providing fitting and fixing Vitreous china Dual Flush / Floor Mounted Coupled / Extended water closet (European type W.C pan 400mm high) with seat and lead ,CP brass hinges and rubber buffers , CI/MS brackets , 40 mm dia flush band with fittings including painting of fittings and brackets, required.</p> <p>Coupled water closet</p>
740	Vitreous china flat back type front urinal basin	<p>Providing fitting and fixing vitreous china flat back type lipped front urinal basin with standard flush pipe and CP brass spreader and brass unions, etc. complete including painting of fittings and brackets, cutting and making good the walls &amp; floors wherever required.</p>
750	Flush cock (Push valve)	<p>Supplying fitting and fixing Chrome Plated (C.P.) flush cock of approved brand as directed and specified.(G.I. &amp; C.P pipes will be measured and paid separately)</p> <p>Flush cock with wall flange 25mm with plain knob</p>
760	Vitreous China pedestal wash basin	<p>Providing vitreous China wash basin with CI/MS brackets, C.P brass chain with plug, PVC waste pipe including painting of fittings and brackets, cutting and making good the walls wherever required. (Pillar cock, stop cocks, waste coupling are to be paid separately)</p> <p>PEDESTAL BASIN (with pedestal)</p>
770	Decorative Mirror	<p>Providing fitting and fixing Decorative Mirror complete as directed and specified.</p> <p>Size 800mm x 600mm</p>

780	CP Soap Tray	Providing, fitting and fixing CP soap tray / soap dish complete as directed and specified.
790	CP towel rail	Providing, fitting and fixing CP towel rail complete as directed and specified. 600mm
800	Chrome Plated bottle trap	Providing, fitting and fixing Chrome Plated bottle trap complete as directed and specified. Bottle trap (with internal partition) 32mm size with 250mm long wall connection pipe.
810	C.P. Grating	Providing & fitting C.P. Grating 110mm dia
820	PVC false ceiling (Restaurant)	Providing and fixing 7mm thick Plastic wood grain PVC ceiling at all height (40cm x 300cm) including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing

		compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cut outs made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting
830	Wall panelling work with 12mm Waterproof	Wall panelling work on existing brick /rcc wall, columns etc. at all heights below ceiling with 12 mm waterproof Green Ply , Century Ply, Archid ply or equivalent make, fitted on wooden frame made out of 1st class timber or 19 mm lock board wherever necessary and as directed finished with Greenlam or Merinolam lamination with approved brand of adhesive, rowl plug, screws ,nails, etc. all complete.
840	Wall panelling work with 19mm Waterproof	Panelling work on existing vertical wall ,columns etc. at all height below ceiling with 19 mm waterproof Green Ply , Century Ply, Archid ply or equivalent make block boards, fitted on wooden frame made out of 1st class timber or 19 mm block board wherever necessary and as directed finished with Greenlam or Merinolam with approved brand of adhesive, rowl plug, screws ,nails, etc. all complete.
850	Wall cladding with MCM INFINITY 056	Wall cladding work on existing /new brick /rcc /cement/ ply board wall, columns etc. at all heights below ceiling with unfired Flexi Clay Cladding 2.5mm base thickness , Phomi Make MCM INFINITY 058 ( 600mmx300 mm)
860	F.R.P. World Map	F.R.P. World Map of Size 1.8x 2.1 mt approx.. Matelic Black Finish
870	Double Door lock	Providing and fixing bright finished brass Double Door lock, Godrej make Astro 2C or equivalent with necessary screws etc. complete.
880	Decorative Stainless Steel Handle	Providing and fixing Decorative Stainless Steel Handle 600 mm long of approved make with screws etc. complete

<b>B</b>	<b>Kitchen Items</b>	
10	Table with Bottom Shelves	<p>SS Rolling Table with Bottom Shelves.</p> <p>16swg SS Top with Splash., top should be Both side and front side down 2" and with 1/2" 90 bend, Back 6" Height Splash. Top underneath S.S. Channel. Bottom Shelf made of 18swg S S sheet with all side down 1/2" and with 1/2" 90 bend. S S "U" type (1/2"x4"x1/2") 18swg Channel under the Shelf with Stud bolt. 1.5" S.S. pipe vertical with nylon adjustable bullet legs. (Size 400 X 1000 X 850+150, in mm)</p>
20	HOT PLATE FOR CHAPATI	<p>HOT PLATE FOR CHAPATI &amp; ALL TYPE OF PARATHA, South Indian, Plate Thickness : 19mm- Flat , under neath RV type Gas Burner and with One another Open type burner with Grating to Puff the Fulka Roti.</p> <p>Bottom Shelf made of 18swg S S sheet with all side down 1/2" and with 1/2" 90 bend. S S "U" type (1/2"x4"x1/2") 18swg Channel under the Shelf with Stud bolt. 1.5" S.S. pipe vertical with nylon adjustable bullet legs. Side panel with hot air circulation louver made of 20 swg ss sheet. 2no High pressure RV-type &amp; C type burner with pilot ignition &amp; individual control system. CI grid on top one. (Size 1120 X 600 X 850, in mm)</p>
30	Table with Bottom Shelf for Tandoor	<p>SS Support Table with Bottom Shelf for Tandoor. 16swg SS Top with Splash, top should be Both side and front side down 2" and with 1/2" 90 bend, Back 6" Height Splash. Top underneath S.S. Channel. Bottom Shelf made of 18swg S S sheet with all side down 1/2" and with 1/2" 90 bend. S S "U" type (1/2"x4"x1/2") 18swg Channel under the Shelf with Stud bolt. 1.5" S.S. pipe vertical with nylon adjustable bullet legs. (Size 450 X 900 X 900+150)</p>
40	TANDOOR (GAS)	<p>TANDOOR (GAS).</p> <p>Outer Side panel made of 20 swg ss sheet with Inside Thick Insulation.</p> <p>1no High pressure C type burner with pilot ignition &amp; individual control system. Base by 19 mm MS Plate, Burner on plate and One Round type 6mm MS Plate with Perforation, 1/2 cut type, on top of Burner with Stand.</p> <p>Inside Clay Drum as Tandoori Drum (Size 750 X 750 X</p>

		900, in mm)
50	2- Burner Gas Cooking Range	<p>2- Burner Gas Cooking Range</p> <p>Top by 16swg SS Sheet with M S angle underneath Structure. 20swg SS Side panel. 2- High Pressure(70000BTU) and with Flat Type Cast Iron Pan supporter and Pilot Burner. All Individual Control. 2 nos. Drip Tray under the Burner, by 20swg SS sheet. (Size 1200 X 600 X 800, in mm).</p>
60	Add. Cost Bottom Shelf For the Above Gas	<p>Additional Cost Bottom Shelf For the Above Gas Range.</p> <p>One Bottom Shelf by 18 Swg SS with underneath "U" type 16swg SS inverted channel support, fixed with Stud bolt/ welding. (Size 1200 X 500, in mm)</p>
70	1- Burner Gas Cooking Range	<p>1- Burner Gas Cooking Range</p> <p>Top by 16swg SS Sheet with M S angle underneath Structure. 20swg SS Side panel. 1- High Pressure (70000BTU) and with Flat Type Cast Iron Pan supporter and Pilot Burner. All Individual Control. Drip Tray under the Burner, by 20swg SS sheet. (Size 600 X 600 X 800, in mm)</p>
80	Table with Bottom Shelves 420x820x800	<p>SS Side Table with Bottom Shelves.</p> <p>16swg SS Top with Splash, top should be Both side and front side down 2" and with 1/2' 90 bend, Back 6" High Splash. Top underneath S.S. Channel. Bottom Shelf made of 18swg SS sheet with all side down 1/2" and with 1/2' 90 bend. SS "U" type (1/2"x4"x1/2") 18swg Channel under the Shelf with Stud bolt. 1.5" S.S. pipe vertical with nylon adjustable bullet legs. (Size 420 X 820 X 800, in mm)</p>
90	Single Sink Unit	<p>SS Single Sink Unit.</p> <p>Sink Size- 450x450x300 (mm) with SS Socket welded with and One CI Ball Valve as Drain Valve. 16swg SS Deep Sink &amp; Top with Splash, top should be both side and front side down 2" and with 1/2' 90 bend, Back 6" High Splash. Top underneath S.S. Channel. Bottom Cross Bracing by 1" SS Pipe 16 swg Thick. 1.5" SS. pipe vertical with nylon adjustable bullet legs. (Size 600 X 600 X 850, in mm)</p>

100	Table with Bottom Shelves 820x500x850	SS Side Table with Bottom Shelves.  16swg SS Top with Splash, top should be Both side and front side down 2" and with 1/2" 90 bend, Back 6" High Splash. Top underneath S.S. Channel. Bottom Shelf made of 18swg S S sheet with all side down 1/2" and with 1/2" 90 bend. S S "U" type (1/2"x4"x1/2") 18swg Channel under the Shelf with Stud bolt. 1.5" S.S. pipe vertical with nylon adjustable bullet legs. (Size 820 X 500 X 850, in mm)
110	2 Door Work Top Chiller	SS 2 Door Work Top Chiller (Static Cooling) 18 swg SS top, 22swg. Stainless Steel interior, exterior & doors. 20swg. Stainless Steel Door with Self Closing Spring. Puff Insulation, Imported compressor with Less Power Consumption, S.S. pipe vertical with adjustable bullet legs. Inside PVC coated 2nos Shelf. All Stainless Steel Sheet bending and welding with Puff Insulation by "CNC" Machine for this unit. Door Gasket should be Detachable type super interlock for wash to maintain Hygienic, "CFC" free Temperature- (+) 50C with Digital Display Controller .Static Cooling System  (Size 1200 X 700 X 850, in mm)
120	Add. Cost over head 2nos shelf with warmer	Additional Cost of over head 2nos shelf with warmer  Over Head Shelf By 18swg SS sheet, all 4-side down 1.5" and with 90o bend. With Heater Warmer by SS Canopy under another top shelf on the Above Unit with Insulation. 1" dia Pipe Vertical support (Size 1200 X 300 X 450+300, in mm)
130	2 Burner Gas Range for Chinese Cooking	2 Burner Gas Range for Chinese Cooking Range with Back Drain on top with High Back Splash. One Swivel Type Sink Cock on Back Splash.  Top by 16swg SS Sheet with SS angle underneath Structure. Panel by 20swg SS Sheet. 16" High Splash 20swg SS with 1no water Facet completed with Water pipe Line. 2-High Pressure (70000BTU) Burner with Pan Type Cast Iron Pan supporter and Pilot Burner. All Individual Control. (Size 1260X 700 X 800+450, in mm)
140	Add. Cost Bottom Shelf For the Above Gas	Additional Cost Bottom Shelf For the Above Gas Range.  One Bottom Shelf by 18 Swg SS with underneath "U" type 16swg SS inverted channel Support, fixed with Stud bolt/



		welding. (Size 1500 X 700, in mm)
150	Table with Bottom Shelf 450x900x900+150	<p>SS Support Table with Bottom Shelf.</p> <p>16swg SS Top with Splash, top should be Both side and front side down 2" and with 1/2' 90 bend, Back 6" Height Splash. Top underneath S.S. Channel. Bottom Shelf made of 18swg SS sheet with all side down 1/2" and with 1/2' 90 bend. SS "U" type (1/2"x4"x1/2") 18swg Channel under the Shelf with Stud bolt. 1.5" S.S. pipe vertical with nylon adjustable bullet legs. (Size 450 X 900 X 900+150, in mm)</p>
160	Side Table with Bottom Shelves 420x820x800	<p>SS Side Table with Bottom Shelves</p> <p>16swg SS Top with Splash, top should be Both side and front side down 2" and with 1/2' 90 bend, Back 6" Height Splash. Top underneath S.S. Channel. Bottom Shelf made of 18swg SS sheet with all side down 1/2" and with 1/2' 90 bend. SS "U" type (1/2"x4"x1/2") 18swg Channel under the Shelf with Stud bolt. 1.5" S.S. pipe vertical with nylon adjustable bullet legs. (Size 420 X 820 X 800, in mm)</p>
170	2 Door Work Top Chiller 1200x700x850	<p>SS 2 Door Work Top Chiller (Static Cooling) 18 swg SS top, 22swg. Stainless Steel interior, exterior &amp; doors. 20swg. Stainless Steel Door with Self Closing Spring. Puff Insulation, Imported compressor with Less Power Consumption, S.S. pipe vertical with adjustable bullet legs. Inside PVC coated 2nos Shelf.</p> <p>All Stainless Steel Sheet bending and welding with Puff Insulation by "CNC" Machine for this unit. Door Gasket should be Detachable type super interlock for wash to maintain Hygiene, "CFC" free Temperature-</p> <p>(+) 50C with Digital Display Controller .Static (Size 1200 X 700 X 850, in mm)</p>
180	Add. Cost of overhead 2nos shelf with warmer	<p>Additional Cost of over head 2nos shelf with warmer</p> <p>Over Head Shelf By 18swg SS sheet, all 4-side down 1.5" and with 90 Degree bend. With Heater Warmer by S S Canopy under another top shelf on the Above Unit with Insulation. 1" dia Pipe Vertical support (Size 1200 X 300 X 450+300, in mm)</p>

190	Hood made On Chapati 56x36x20	<p>Hood made of 18 swg Stainless Steel sheet. Baffle type Stainless Steel Grease filter &amp; Grease Pocket.</p> <p>SS Wall Mounted Hood With SS Filter with Bulk Head light, (On Chapati) (Size 56 x 36 x 20, in inch)</p>
200	Hood made On Gas Tandoor 40x36x20	<p>Hood made of 18 swg Stainless Steel sheet. Baffle type Stainless Steel Grease filter &amp; Grease Pocket.</p> <p>SS Wall Mounted Hood With SS Filter with Bulk Head light (On Gas Tandoor ) (Size 40x36x20, in inch)</p>
210	Hood made On Chinese cooking 68x38x20	<p>Hood made of 18 swg Stainless Steel sheet. Baffle type Stainless Steel Grease filter &amp; Grease Pocket.</p> <p>SS Wall Mounted Hood With SS Filter with Bulk Head light (On Chinese cooking) (Size 68x 38 x 20, in inch)</p>
220	Hood made On Indian cooking 84x36x20	<p>Hood made of 18 swg Stainless Steel sheet. Baffle type Stainless Steel Grease filter &amp; Grease Pocket.</p> <p>SS Wall Mounted Hood With SS Filter with Bulk Head light (On Indian cooking) (Size 84 x 36 x 20, in inch)</p>
230	2H.P. EXHAUST	<p>FOR EXHAUST (Suction )-</p> <p>will be fitted on Wall with MS angle Bracket &amp; Rubber Pad of 1/2" thick 4"x4"=4 nos</p> <p>The Axial flow Fan made from MS 3mm plate drum with aluminium casted Adjustable Fan blade, Both Side MS Flat Flange in Round Shape with Hole for Nut &amp; Bolt Fixing - 700mm dia ,</p> <p>2H.P. Crompton Motor (or equivalent) 960 RPM 3PH(440V)</p>
240	1H.P. Axial flow Fan For Supply Air	<p>For Supply Air (Dry and ambient temperature)- will be fitted on Wall with MS angle Bracket &amp; Rubber Pad of 1/2" thick 4"x4"=4 nos</p> <p>The Axial flow Fan made from MS 3mm plate drum with aluminium casted Adjustable Fan blade, Both Side MS Flat Flange in Round Shape with Hole for Nut &amp; Bolt</p>

		Fixing- 600mm dia , 1H.P. Crompton Motor (or equivalent) 960 RPM 3PH(440V)
250	MS Structure for the Both Fan	The MS Structure on wall for the both fan
260	Guard MS Net FOR EXHAUST	FOR EXHAUST (Suction )- SUCTION Air System with 24 swg GI duct Line from inside Kitchen (On all hoods and up to outside room only), and to Connect Fan. Also the Duct After Fan Outlet Cowl with Bird Guard MS Net.
270	25x25x3 M S angle Bracket	25x25x3 M S angle Bracket with Paint and others to hang the above duct on Wall
280	G I duct for Air Supply System	For Supply Air (Dry and ambient temperature)- Supply Air System with 24 swg GI duct line from inside Kitchen ( From in front of all Hood only), up to outside and to Connect Fan. Also the duct after Fan Outlet, Cowl with Bird Guard MS Net.
290	Dumper Control Grill	Double Layer with Dumper Control Grill made from 24 swg GI sheet of Size-12"x6"x2"for Supply Air dropping with 24 swg GI Branch to fix that Grills.
300	Freight Charges of Kitchen	Freight Charges of Kitchen, Hoods & Ventilation system items
310	Installation Charges of Kitchen	Installation Charges of Kitchen, Hoods & Ventilation system items
<b>C</b>	<b>Electrical Items</b>	
10	Point wiring with 3x1.5 sq. mm in PVC conduit	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 3 nos. Single core 1.5 sq.mm size FRLS PVC insulated copper cable in recessed using medium grade ISI approved 25mm size PVC conduit & accessories, suitable GI box as required.( Colour codes – Phase – R/Y/B; Neutral –Black & Earth- Green)). Concealed Point wiring includes laying of PVC conduit in the roof/Wall also.
20	Light plug point wiring with 3x1.5	Wiring for light plug point with 3 nos. Single core 1.5 sq.mm size FRLS PVC insulated copper cable in recess using medium grade ISI approved 25mm size PVC conduit

	sq. m	& accessories, etc. as required.( Colour codes – Phase – R/Y/B; Neutral –Black & Earth- Green)).Concealed wiring includes laying of PVC conduit in the roof/Wall also.
30	Circuit wiring with 3x2.5 sq. mm PVC wire	Wiring for circuit/ sub main from MCB DB to desired Switch Board with 3 nos. Single core 2.5 sq.mm size FRLS PVC insulated copper cable in recess using medium grade ISI approved 25mm size PVC conduit & accessories, ( Colour codes : Phase –R/Y/B; Neutral – Black & Earth- Green)).Concealed circuit wiring includes laying of PVC conduit in the roof/Wall also.
40	Power wiring with 3 x 4sq.mm PVC wire	Wiring for circuit/ sub main/Power wiring from MCB DB to desired Switch Board/power point with 3 nos Single core 4 sq.mm size FRLS PVC insulated copper cable in recess using medium grade ISI approved 25mm size PVC Conduit & accessories, ( Colour codes : Phase –R/Y/B; Neutral –Black & Earth- Green). Concealed circuit wiring includes laying of PVC conduit in the roof/Wall also.
50	Circuit Wiring with 6x10.0 sq mm PVC wire	Wiring for circuit/ sub main wiring from Main panel to DB, DB to MCB DB with 6 nos. Single core 10 sq.mm size FRLS PVC insulated copper cable in recess using medium grade ISI approved 32mm size PVC conduit & accessories, ( Colour codes: Phases - R/Y/B; Neutral –Black & 1 Nos. Earth- Green)).Concealed sub main wiring includes laying of PVC conduit in the roof/Wall also.
60	Supply and Fixing of 3 Module Switchboard	"Supply and Fixing of 3 Module type Switch Board Box shall be made out of steel sheet of min 1.20 mm thickness and complete finished box should be duly pre-treated, zinc coated & passivated or made of GI sheet of 1.2mm thickness to accommodate specified number of electrical accessories and suitable for indoor electrical installation with provision for earthing terminal. Modular type Frame Plate with matching Cover Plate suitable
70	Supply and Fixing of 8 Module Switchboard	For above Switch Board Box suitable to accommodate specified number of electrical accessories. Frame Plate shall be made out of polycarbonate. The configurations for the relevant plate are defined as under:  A- Number of Rows: 1  B- Number of openings:8  C- Size of opening.1M

80	Supplying and fixing of 6 A S/Socket	Supplying and fixing 3 module GI box with modular plate and cover in front on recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection etc. as required. Modular type switch shall be ISI marked switch modular, unenclosed, push / piano type suitable for flush mounting with screw type terminals suitable for 250V, 50Hz. supply and conforming to IS: 3854/1997 Reaffirmed 2007. Modular socket outlet, flush type mounting, non-shuttered type for 250V, 50Hz. supply and conforming to IS:1293/ 2005 with amendments No.1,2&3.The dimensions shall be as per annexure `A of IS: 1293/2005 with amendments No.1,2&3 Note:- Dimensions and withdrawal force values for 2-pin sockets and 5-pin sockets shall be as per IS:1293.
90	Supplying and fixing 16 A S/Socket	Supplying and fixing 3 module GI box with modular plate and cover in front on recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection etc. as required. Modular type switch shall be ISI marked switch modular, unenclosed, push / piano type suitable for flush mounting with screw type terminals suitable for 250V, 50Hz. supply and conforming to IS: 3854/1997 Reaffirmed 2007. Modular socket outlet, flush type mounting, non-shuttered type for 250V,50Hz. supply and conforming to IS:1293/ 2005 with amendments No.1,2&3.The dimensions shall be as per annexure `A of IS: 1293/2005 with amendments No.1,2&3 Note:- Dimensions and withdrawal force values for 2-pin sockets and 5-pin sockets shall be as per IS:1293.
100	Supply & fixing of 6 A Modular switch	Supply and fixing of 6 A Modular switch in the existing modular boxes. Modular type switch shall be ISI marked modular, unenclosed, push / piano type suitable for flush mounting with screw type terminals suitable for 250V, 50Hz. supply and conforming to IS: 3854/1997 Reaffirmed 2007.
110	Supply and fixing of modular type blank	Supply and fixing of modular Blank Plate matching with modular switch boxes.
120	Supply and fixing of ceiling rose	Supplying and fixing 3 pin, 5 amp ceiling rose

130	Supply and fixing of Modular Regulator	Supply and fixing 1 Module step Fan Regulator 100W.Electronic Fan regulator step type (Capacitor Type) with minimum 4 steps(5 position) flush mounting type to IS:11037/1984(Reaffirm 2005) suitable for electric ceiling fan of voltage 230V, AC,50 Hz having wattage up to 100 Watts  Max. The capacitor used shall be of standard make.
140	Supply, Installation, testing and commissioning	Supply, Installation, testing and commissioning of 1400 mm sweep ceiling fan without modular step regulator, including wiring the down rods of standard length (upto 30 cm).Fan shall have double bearing with minimum air delivery shall be 230 CMM. Minimum Power input shall be 60 W.
150	Supply and fixing of Hexagonal Fan Box	Supplying and fixing of Mild steel hexagonal/Round fan box with 12mm Rod ,18G in the fan position necessary arrangement to be done
160	Supply, Installation, testing and commissioning	Supply, Installation, testing and commissioning of Exhaust Fan, 300 mm sweep, 900±10% PM heavy duty metallic exhaust fan in the existing penning, including making the hole to suit the size of the above fan, making good the damage, connection, testing, commissioning etc. as required. Minimum power input shall be 50 W. Pre-lubricated double ball bearing for maintenance free running and conforming to IS 2312-1967 with latest amendment.
170	Supply, Installation, testing and commissioning	Supply, Installation, testing and commissioning of recessed Led luminaire (down light) complete with all accessories including fixing arrangement in the ceiling, wiring and connection with 1.5 mm sq FRLS single core copper conductor. Minimum lumen output shall be 300 Lumen and minimum colour temperature 3000k.
180	Supply, Installation, testing and commissioning	Supply, Installation, testing and commissioning of recessed Led luminaire (down light) complete with all accessories including fixing arrangement in the ceiling, wiring and connection with 1.5 mm sq FRLS single core copper conductor. Minimum lumen output shall be 1800 Lumen and minimum colour temperature 3000k.
190	Supply, Installation, testing and commissioning	Supply, Installation, testing and commissioning of recessed Led luminaire (panel) complete with all

	commissioning	accessories including fixing arrangement in the ceiling, wiring and connection with 1.5 mm sq FRLS single core copper conductor. Minimum lumen out shall be 900 Lumen and Colour temperature 3000k.
200	Supply, Installation, testing and commissioning	Supply, Installation, testing and commissioning of recessed Led luminaire (down light) complete with all accessories including fixing arrangement in the ceiling, wiring and connection with 1.5 mm sq FRLS single core copper conductor. Minimum lumen output shall be 900 Lumen and minimum colour temperature 3000k.
210	Supply of LED down light of minimum 300 Lumen	Supply of recessed Led luminaire (down light) complete with all accessories including fixing arrangement in the ceiling, wiring and connection with 1.5 mm sq FRLS single core copper conductor. Minimum lumen output shall be 300 Lumen and minimum colour temperature 3000k.
220	Supply of LED down light of minimum 1800	Supply of recessed Led luminaire (down light) complete with all accessories including fixing arrangement in the ceiling, wiring and connection with 1.5 mm sq FRLS single core copper conductor. Minimum lumen output shall be 1800 Lumen and minimum colour temperature 3000k.
230	Supply of recessed LED round panel	Supply of recessed Led luminaire (round panel) complete with all accessories including fixing arrangement in the ceiling, wiring and connection with 1.5 mm sq FRLS single core copper conductor. Minimum lumen out shall be 900 Lumen and Colour temperature 3000k.
240	Supply of LED down light of minimum 900 Lumen	Supply of recessed Led luminaire (down light) complete with all accessories including fixing arrangement in the ceiling, wiring and connection with 1.5 mm sq FRLS single core copper conductor. Minimum lumen output shall be 900 Lumen and minimum colour temperature 3000k.
250	Supply and Fixing of 200 mm X 250 mm X 100 mm	Supplying and fixing metal box of 200 mm X 250 mm X 100 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.
260	Supply and Fixing of 150 mm X 150	Supplying and fixing metal box of 150 mm X 150 mm X 60 mm on surface or in recess with suitable size of

	mm X 60 mm	phenolic laminated sheet cover in front including painting etc. as required.
270	Supply, Installation, Testing & commissioning	<p>Supply, Installation, Testing &amp; commissioning 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 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 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 bottom shall be of following dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia. Knockouts on both sides shall be of following dimensions: 1 no. 32 mm dia and 2 nos., 25 mm dia.</p> <p>Part 1:DB shall have 63 A,10kA 30 mA 4P RCBO as incomer as per IS: 12460 with latest amendments,</p> <p>Part 2. Outgoing distribution in each phase shall consist of 24 nos. of MCB (14 nos. of 10 A and 10 nos. of 20 A MCB), all C curve, 10 KA capacity,</p> <p>Total no. of MCBs in DB- 24 nos. All MCBs shall be as per IS/IEC 60947-2. All accessories like Lugs/Thimble etc. required for installation shall be supplied by Contractor.</p>
280	Supply, Installation, Testing & commissioning	<p>Supply, Installation, Testing &amp; commissioning 125 A, 12 Way, VTPN MCCB DB</p> <p>Supply of 3 Phase, 12 WAY, vertical TPN MCCB DB, as per the following specifications:</p> <p>A. Incoming:</p> <p>a. 125 A Thermal adjustable MCCB: 1 no</p> <p>b. Rating: 4 pole, 125 A, 25kA, 50Hz, 415VAC</p>



		<p>c. Protection: Thermal and Magnetic Protection</p> <p>B. Outgoing Feeders:</p> <p>a. 63 A TP C curve MCB: 8 nos.</p> <p>b. 63 A SP C curve MCB: 12nos</p> <p>c. All outgoing MCBs shall be 'C' curve, 240v AC, 10kA breaking capacity, with DMC housing, suitable for class-II tropicalisation (as per IEC) &amp; approved by ISI or IEC. MCBs shall have integrated label holder, biconnect upper &amp; lower terminals &amp; air channels for low temperature rise.</p> <p>d. Bus bar: 125 A, Tinned Copper</p> <p>e. Constructional details of DB:</p> <p>DB shall be as per IS-8623 with latest amendment. DB shall have external earth terminal &amp; mounting holes. Cable ties &amp; wire leads for wiring incomer MCCB to respective phase &amp; neutral buses shall be supplied and wired with single core 35 sq mm stranded copper cable with tinned copper lugs. Enclosure shall be IP-43&amp; IK-09 with double door. DB shall have detachable cable entry gland plate on top and bottom side for keeping spare length of cables. All wires inside DB shall have ferrules for identification of circuit number. All unused openings shall be fitted with Blanking Plates. The DB shall be provided with 125 amp tinned copper bus bar for phase &amp; neutral. Neutral &amp; Earth bar shall be 12 way each &amp; suitable for termination of wires with pin type cable lugs.</p> <p>All accessories like Gland/Lugs/Thimble etc. required for installation shall be supplied by Contractor.</p>
290	Supply and fixing of Earth electrode	Supply and fixing of Earthing with G.I. earth pipe 3 metre long, 100 mm dia ( Conforming to BIS:1239) including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.
300	Supplying and laying GI strip connection	Supplying and laying 50 mm X 3 mm G.I strip at over ground as strip earth electrode, including connection/ terminating with G.I. nut, bolt, spring, washer etc. as required.(Jointing shall be done by overlapping and with 2 sets of G.I. nut bolt & spring washer spaced at 50mm)

310	Supply & fixing of 3.5C x 25mm sq XLPE A	Supply & fixing of 3.5x25 mm sq XLPE 1100v grade, Heavy duty, PVC insulated, PVC sheathed, galvanised steel wire armoured cable with stranded, Aluminium conductor. Cable should be fixed with proper size of saddles at suitable interval. All core insulations shall be colour coded with red, yellow, blue and black colours. All insulated cores laid up together, covered with inner sheath of extruded black PVC compound, galvanised steel wire armour and black PVC outer sheath. Sufficient filler shall be used to give overall circular shape to the cable. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Armour should be as per IS-3975. Conductor should be as per IS-8130. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one meter length for measurement during use.
320	Supply & fixing of 1C x 16 mm sq XLPE A1	Supply & fixing of 1x16 mm sq XLPE 1100v grade, Heavy duty, PVC insulated, Black PVC sheathed cable with stranded, Aluminium conductor. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one meter length for measurement during use.
330	Supply of 3.5C x 70mm sq XLPE ARMoured A	Supply & fixing of 3.5x70 mm sq XLPE 1100v grade, Heavy duty, PVC insulated, PVC sheathed, galvanised steel wire armoured cable with stranded, Aluminium conductor. Cable should be fixed with proper size of saddles at suitable interval. All core insulations shall be colour coded with red, yellow, blue and black colours. All insulated cores laid up together, covered with inner sheath of extruded black PVC compound, galvanised steel wire armour and black PVC outer sheath. Sufficient filler shall be used to give overall circular shape to the cable. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Armour should be as per IS-3975. Conductor should be as per IS-8130. Manufacturer's name, cable size, voltage

		grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one meter length for measurement during use.
340	Supply of 1C x 25 mm sq XLPE Al cable	Supply & fixing of 1x25 mm sq XLPE 1100v grade, Heavy duty, PVC insulated, Black PVC sheathed cable with stranded, Aluminium conductor. The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one meter length for measurement during use.
350	Laying of cable and Cable Trench	Making of cable trench in the soil as per following details:- The trench will be made in soil along the route decided in consultation with OIL. The trench will be 750mm deep, 400mm wide. The trench bottom will be filled with 75mm thick layer of clean sand and levelled to give flat bedding for cable. The cable shall be laid on this sand bed. After laying the cable in the trench the trench will be filled with another layer of clean sand of thickness 75mm. This sand layer will be leveled and complete trench length covered with A- Class bricks. The bricks will be placed perpendicular to the cable route closely without any gap. The trench will then filled with soil and the soil surface shall be dressed properly.
360	Supply, Installation, Testing & commissioning	PART 'A' (SUPPLY) 1) Variable Refrigerant Volume / Flow Supply Installation, testing and commissioning of Top Discharge Modular type outdoor units, with all multi scroll DC Inverter compressors for cooling & heating applications. The unit runs with inverter compressor only. All inverter capacity controlling compressors shall be suitable for $415 \pm 10\%$ volts, 50 Hz. special coated fins, panel, inverter based condenser fan M.S. hot dip galvanized stands / supports, electrical & microprocessor panel, isolating valves and all the necessary accessories for proper functioning of the units. All ODU's are having Hi-POR technology for Oil return mechanism to high

	<p>pressure side and Active Refrigerant Control systems to increase efficiency and performance of the unit. Unit shall yield COP of 3.69 at 100% load at AHRI condition (Ambient 35 Deg DBT &amp; Inside: 19 Deg WBT). Condenser shall be capable to operate for outside ambient of 53 Deg C. All outdoor unit must have a heat exchanger having an anticorrosive coating to ensure long lasting performance, even in corrosive environments. It has to have two level of coatings, one - acrylic resin coating is applied for strong protection from various corrosive external conditions, and two - a Hydrophilic Film keeps water from accumulating on the heat exchanger, minimizing moisture build-up. Dual Sensing SLC (Smart Load Control) - ODU-Dry Bulb Temperature &amp; Relative Humidity.</p> <p>1.1) Outdoor Units:</p> <p>a) 10 HP (2 nos.)</p> <p>b) 14 HP (1 no.)</p> <p>1.2) Indoor Units:</p> <p>Supply of Floor Standing (Tower) Type unit of following Capacities. The unit is having powerful throw upto 15 mtrs. With less temperature difference between upper and lower part of the room. The set includes IDU &amp; Cordless Remote.</p> <p>a) Floor Standing (Tower) Type 4.0 TR (7 nos.)</p> <p>b) Y- Joints (4 nos.)</p> <p>c) Copper piping for the units (as per requirement)</p> <p>PART 'B' (Low Side)</p> <p>Installation, testing &amp; commissioning of 34 HP VRV System with 100 % DC Inverter Scroll Compressor, complete Indoor Unit as specified in equipment schedule along with low side works of Indoor installation, piping with nitrile insulation, drain pipe, nitrogen flushing, vacuuming, gas charging and balancing of the complete system.</p>
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**PART-V****SAFETY MEASURE (SM)**

To,

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

**SUB: SAFETY MEASURES**

**Description of work/service: Interior Renovation Works at Zalon Bar & Restaurant, Zalon Club, Duliajan including internal electrification and supply of all materials.**

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

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

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

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

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
3. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Action omissions at work.
4. The Contractor should ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
5. 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, Full Body harness and Fall Prevention Devices shall conform to relevant IS Codes. 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. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/penalty due to non-adherence to PPE shall be binding to the Contractor.
6. The Contractor may frame a mutually agreed bridging document if required between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. 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.
8. Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe method to deal with it/them. The SOP should clearly mention the risk arising to men, machineries & material from the operations to be done by the Contractor and how it is to be

managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

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

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

11. Necessary cold and hot work permits, wherever applicable, including excavation clearance and permission for working at height, Confined Space Entry are to be obtained by the competent person of the Contractor from user department/authorized representative of OIL before start of the job(s). Work permit should be in line as per the guidelines issued by HSE Department.

12. 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.

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

14. The contractor should prevent the frequent change of his deployed employees as far as practicable. However, if OIL Engineer In Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

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

16. The Contractor shall have to report all incidents including near miss to the representatives of OIL.

17. 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.

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

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

20. Barricading of area to be done with reflecting tapes as applicable during work.

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

22. Smoking is provided in all Company restricted areas except in authorized smoking areas/shelter. Carrying of matches and lighters into the Hazardous Area is prohibited.

Cellular phones shall not be used in operating areas/hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.

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

24. 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.

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

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

27. The Contractor or his representative shall arrange daily toolbox meetings and maintain records.

28. All safety gears as per requirement of job are to be provided to the working personnel before commencement of the work.

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

(Seal)

Yours Faithfully,

Date\_\_\_\_\_

M/s.\_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR



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

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni Club, Duliajan including internal electrification and supply of all materials.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 -Commitments of the Principal**

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a

Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

**(3)** The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

## **Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the

Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later.** Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

#### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

#### **Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

#### **Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.  
Date .

**BID FORM**

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

**Sub: IFB No. CDI1571P23**

*Gentlemen,*

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

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

**Seal of the Bidder:**

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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

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

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



**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

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

**SUB: OIL's IFB No. CDI1571P23**

Sir,

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. CDI1571P23 for **‘Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni Club, Duliajan including internal electrification and supply of all materials’**.

Yours Faithfully,

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

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

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

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

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

**PROFORMA FOR LETTER OF AUTHORITY**

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

**SUB: OIL's IFB No. CDI1571P23**

Dear Sir,

We, \_\_\_\_\_ of \_\_\_\_\_  
confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorised to represent us to Bid,  
negotiate and conclude the agreement on our behalf with you against IFB No.  
CDI1571P23 for **'Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni  
Club, Duliajan including internal electrification and supply of all materials'** for  
any commercial / Legal purpose etc.

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

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

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

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

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

**BID SECURITY DECLARATION**

(to be submitted on Bidder's letter head)

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

**Sub: IFB No. CDI1571P23 for 'Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni Club, Duliajan including internal electrification and supply of all materials'.**

Dear Sir,

I/We, the undersigned, declare that:

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

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

\_\_\_\_\_  
Signature of Bidder with Official Seal

**FORMAT OF PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

**Contd.....P/2**

**Page No.2**

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

Notwithstanding anything contained herein:

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

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

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

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

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

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

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

**AGREEMENT FORM**

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

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

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

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

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

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

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

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

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

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

**Contd.....P/2**

**Page No.2**

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.



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

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

Date \_\_\_\_\_

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

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

**Ref: Your Tender No. CDI1571P23**

Dear Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref.: Point No. '2' of Note TO BEC Clause No. 3.0 of Tender No. CDI1571P23**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:

Date:

UDIN:

Seal:

Membership Code & Registration No.:

Signature

**UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

To,

Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

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

**BG issuing bank details:**

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

**Declaration:**

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

Authorized Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Vendor Code \_\_\_\_\_  
Email ID \_\_\_\_\_  
Mobile No. \_\_\_\_\_

Encl. Original Bank Guarantee

**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To,  
Oil India Limited

\_\_\_\_\_  
\_\_\_\_\_  
India

Dear Sirs,

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

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

these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

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

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

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

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

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

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

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

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date,

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

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

<p>WITNESS NO.1</p> <p>_____</p> <p>(Signature)</p> <p>Full name and official address (in legible letters)</p> <p>Stamp</p> <p>WITNESS NO.2</p> <p>_____</p> <p>(Signature)</p> <p>Full name and official address (in legible letters)</p> <p>Stamp</p>	<p>_____</p> <p>(Signature)</p> <p>Full name, designation and address (in legible letters)</p> <p>With Bank</p> <p>Attorney as per power of Attorney No. _____</p> <p>Dated _____</p>
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**UNDERTAKING FOR LOCAL CONTENT**  
**(To be submitted in the letter head of the bidder)**

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

Date \_\_\_\_\_

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

**SUB: UNDERTAKING FOR LOCAL CONTENT**

Dear Sir,

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid No. \_\_\_\_\_ against Tender No. \_\_\_\_\_ dated \_\_\_\_\_ **‘Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni Club, Duliajan including internal electrification and supply of all materials’.**

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

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_



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

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

**COMPLIANCE SHEET**

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

<b>Item No.</b>	<b>Item Detail</b>	<b>Bidder's Response (Noted/Complied/ Not Complied)</b>
<b>A</b>	<b>Civil Items</b>	
10	Earth work in excavation	
20	Back filling with available excavated earth	
30	Plinth Filling	
40	PCC (1:3:6)	
50	50mm Thk DPC (1:2:4)	
60	Water proofing material on DPC	
70	RCC all work (1:1.5:3) upto Plinth	
80	RCC above Plinth (1:1.5:3)	
90	Shuttering in footings, bases of columns	
100	Shuttering in lintels, beams	
110	Shuttering in Columns, Pillars	
120	Flat brick Soling (1:3)	
130	Full brick masonry in foundation (1:4)	
140	Brick work above PL (1:4)	
150	Half brick masonry in superstructure (1:4)	
160	12 mm Cement plaster (1:4)	
170	15 mm Cement plaster (1:4)	
180	Cement plaster skirting 18mm thick	
190	Ceramic wall tiles.	
200	Granite stone slab Flooring	
210	Kota stone slab flooring over 20 mm (average)	
220	Vitrified floor tiles Double charge	
230	Vitrified tiles in skirting, riser	
240	Bamboo wood flooring with planks	
250	Wood work in frames of doors, windows	
260	Non-decorative door shutter.	
270	Plain lining / cladding with Decorative	
280	Decorative high pressure laminated sheet	
290	Cement Board in wall	
300	Steel reinforcement for RCC work (TMT bar)	

310	M.S. grills in frames of windows etc.	
320	Structural steel work	
330	Structural work tubular trusses	
340	Precoated galvanised iron profile sheets	
350	Precoated galvanised iron profile Ridges	
360	Precoated galvanised iron profile Gutter	
370	uPVC Rain water pipe	
380	uPVC 87.5° Bend	
390	uPVC Plain shoe	
400	uPVC Coupler	
410	Gypsum Board Ceiling (Verandah)	
420	Cement based putty	
430	Acrylic Smooth exterior paint	
440	Painting with synthetic enamel paint	
450	Painting wood work with Deluxe Multi Surface	
460	Painting Steel work with Deluxe Multi Surface	
470	Aluminium sliding door bolts (300x16mm)	
480	Brass tower bolts (250x10mm)	
490	Brass handles 125 mm	
500	Aluminium hydraulic door closer	
510	Brass hanging type door stopper	
520	Brass butt hinges	
530	Plinth protection 50mm thk of cement concrete	
540	Demolishing of cement concrete	
550	Demolishing of Brick work	
560	Dismantling doors, windows (steel or wood)	
570	Dismantling of roofing Sheet	
580	Dismantling of floors and roofs laid in cement	
590	Health Faucets	
600	CPVC pipes, External work 100mm dia Pipes	
610	Brick masonry chamber	
620	50mm dia CPVC pipes External work	
630	15mm dia CPVC Pipes concealed pipe	
640	20mm dia G.I. Pipes concealed pipe	
650	C.P. brass long nose bib cock	
660	C.P. brass long body bib cock	
670	C.P. brass stop cock (concealed)	
680	Toilet paper holder : C.P. brass	
690	50mm Gun metal non- return valve Horizontal	

700	50mm Gun metal non- return valve Vertical	
710	uPVC Two track sliding window	
720	uPVC two panels sliding door	
730	Vitreous china Dual Flush , Floor Mounted	
740	Vitreous china flat back type front urinal basin	
750	Flush cock (Push valve)	
760	Vitreous China pedestal wash basin	
770	Decorative Mirror	
780	CP Soap Tray	
790	CP towel rail	
800	Chrome Plated bottle trap	
810	C.P. Grating	
820	PVC false ceiling (Restaurant)	
830	Wall panelling work with 12mm Waterproof	
840	Wall panelling work with 19mm Waterproof	
850	Wall cladding with MCM INFINITY 056	
860	F.R.P. World Map	
870	Double Door lock	
880	Decorative Stainless Steel Handle	
<b>B</b>	<b>Kitchen Items</b>	
10	Table with Bottom Shelves	
20	HOT PLATE FOR CHAPATI	
30	Table with Bottom Shelf for Tandoor	
40	TANDOOR (GAS)	
50	2- Burner Gas Cooking Range	
60	Add. Cost Bottom Shelf For the Above Gas	
70	1- Burner Gas Cooking Range	
80	Table with Bottom Shelves 420x820x800	
90	Single Sink Unit	
100	Table with Bottom Shelves 820x500x850	
110	2 Door Work Top Chiller	
120	Add. Cost over head 2nos shelf with warmer	
130	2 Burner Gas Range for Chinese Cooking	
140	Add. Cost Bottom Shelf For the Above Gas	
150	Table with Bottom Shelf 450x900x900+150	
160	Side Table with Bottom Shelves 420x820x800	
170	2 Door Work Top Chiller 1200x700x850	
180	Add. Cost of overhead 2nos shelf with warmer	
190	Hood made On Chapati 56x36x20	

200	Hood made On Gas Tandoor 40x36x20	
210	Hood made On Chinese cooking 68x38x20	
220	Hood made On Indian cooking 84x36x20	
230	2H.P. EXHAUST	
240	1H.P. Axial flow Fan For Supply Air	
250	MS Structure for the Both Fan	
260	Guard MS Net FOR EXHAUST	
270	25x25x3 M S angle Bracket	
280	G I duct for Air Supply System	
290	Dumper Control Grill	
300	Freight Charges of Kitchen	
310	Installation Charges of Kitchen	
<b>C</b>	<b>Electrical Items</b>	
10	Point wiring with 3x1.5 sq. mm in PVC conduit	
20	Light plug point wiring with 3x1.5 sq. m	
30	Circuit wiring with 3x2.5 sq. mm PVC wire	
40	Power wiring with 3 x 4sq.mm PVC wire	
50	Circuit Wiring with 6x10.0 sq mm PVC wire	
60	Supply and Fixing of 3 Module Switchboard	
70	Supply and Fixing of 8 Module Switchboard	
80	Supplying and fixing of 6 A S/Socket	
90	Supplying and fixing 16 A S/Socket	
100	Supply & fixing of 6 A Modular switch	
110	Supply and fixing of modular type blank	
120	Supply and fixing of ceiling rose	
130	Supply and fixing of Modular Regulator	
140	Supply, Installation, testing and commissioning	
150	Supply and fixing of Hexagonal Fan Box	
160	Supply, Installation, testing and commissioning	
170	Supply, Installation, testing and commissioning	
180	Supply, Installation, testing and commissioning	
190	Supply, Installation, testing and commissioning	
200	Supply, Installation, testing and commissioning	
210	Supply of LED down light of minimum 300 Lumen	
220	Supply of LED down light of minimum 1800	
230	Supply of recessed LED round panel	
240	Supply of LED down light of minimum 900 Lumen	
250	Supply and Fixing of 200 mm X 250 mm X 100 mm	
260	Supply and Fixing of 150 mm X 150 mm X 60 mm	

270	Supply, Installation, Testing & commissioning	
280	Supply, Installation, Testing & commissioning	
290	Supply and fixing of Earth electrode	
300	Supplying and laying GI strip connection	
310	Supply & fixing of 3.5C x 25mm sq XLPE A	
320	Supply & fixing of 1C x 16 mm sq XLPE Al	
330	Supply of 3.5C x 70mm sq XLPE ARMOURED A	
340	Supply of 1C x 25 mm sq XLPE Al cable	
350	Laying of cable and Cable Trench	
360	Supply, Installation, Testing & commissioning	

<b>OIL INDIA LIMITED</b> <b>(A Government of India Enterprise)</b> <b>Duliajan, Assam</b>					
<b>DESCRIPTION OF WORK/SERVICE:</b> Interior Renovation Works at Zaloni Bar & Restaurant, Zaloni Club, Duliajan including internal electrification and supply of all materials.					
<b>PRICE BIDDING FORMAT: E-TENDER No. CDI1571P23</b>					
<b>NAME OF BIDDER</b>					
<b>Bidder's GSTIN No.</b>					
<b>SAC Code</b>					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (Rs.) Excluding GST
A			A	B	C = A * B
<b>Civil Items</b>					
10	Earth work in excavation	M3	35.47		-
20	Back filling with available excavated earth	M3	17.74		-
30	Plinth Filling	M3	42.23		-
40	PCC (1:3:6)	M3	40.17		-
50	50mm Thk DPC (1:2:4)	M2	29.14		-
60	Water proofing material on DPC	BAG	9.59		-
70	RCC all work (1:1.5:3) upto Plinth	M3	16.47		-
80	RCC above Plinth (1:1.5:3)	M3	6.80		-
90	Shuttering in footings, bases of columns	M2	48.96		-
100	Shuttering in lintels, beams	M2	104.90		-
110	Shuttering in Columns, Pillars	M2	16.20		-
120	Flat brick Soling (1:3)	M2	264.00		-
130	Full brick masonry in foundation (1:4)	M3	8.74		-
140	Brick work above PL (1:4)	M3	17.38		-
150	Half brick masonry in superstructure (1:4)	M2	156.33		-
160	12 mm Cement plaster (1:4)	M2	225.85		-
170	15 mm Cement plaster (1:4)	M2	215.28		-
180	Cement plaster skirting 18mm thick	M2	58.95		-
190	Ceramic wall tiles.	M2	93.60		-
200	Granite stone slab Flooring	M2	92.46		-
210	Kota stone slab flooring over 20 mm (average)	M2	137.15		-
220	Vitrified floor tiles Double charge	M2	668.11		-
230	Vitrified tiles in skirting, riser	M2	99.12		-
240	Bamboo wood flooring with planks	M2	8.33		-
250	Wood work in frames of doors, windows	M3	0.73		-
260	Non-decorative door shutter.	M2	29.43		-
270	Plain lining / cladding with Decorative	M2	145.00		-
280	Decorative high pressure laminated sheet	M2	45.36		-
290	Cement Board in wall	M2	101.78		-
300	Steel reinforcement for RCC work (TMT bar)	KG	1826.92		-
310	M.S. grills in frames of windows etc.	KG	370.00		-
320	Structural steel work	KG	2539.12		-
330	Structural work tubular trusses	KG	5216.64		-

PRICE BIDDING FORMAT: E-TENDER No. CDI1571P23					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (Rs.) Excluding GST
340	Precoated galvanised iron profile sheets	M2	810.00		-
350	Precoated galvanised iron profile Ridges	M	60.28		-
360	Precoated galvanised iron profile Gutter	M	110.55		-
370	uPVC Rain water pipe	M	56.00		-
380	uPVC 87.5° Bend	NO	32.00		-
390	uPVC Plain shoe	NO	32.00		-
400	uPVC Coupler	NO	16.00		-
410	Gypsum Board Ceiling (Verandah)	M2	639.48		-
420	Cement based putty	M2	941.21		-
430	Acrylic Smooth exterior paint	M2	393.00		-
440	Painting with synthetic enamel paint.	M2	941.21		-
450	Painting wood work with Deluxe Multi Surface	M2	73.58		-
460	Painting Steel work with Deluxe Multi Surface	M2	49.32		-
470	Aluminium sliding door bolts (300x16mm)	NO	10.00		-
480	Brass tower bolts (250x10mm)	NO	10.00		-
490	Brass handles 125 mm	NO	20.00		-
500	Aluminium hydraulic door closer	NO	14.00		-
510	Brass hanging type door stopper	NO	14.00		-
520	Brass butt hinges	NO	49.00		-
530	Plinth protection 50mm thk of cement concrete 1:3:6	M2	117.90		
540	Demolishing of cement concrete	M3	29.05		
550	Demolishing of Brick work	M3	17.07		
560	Dismantling doors, windows (steel or wood)	NO	10.00		-
570	Dismantling of roofing Sheet	M2	576.00		-
580	Dismantling of floors and roofs laid in cement	M2	581.00		-
590	Health Faucets	NO	2.00		-
600	CPVC pipes, External work 100mm dia Pipes	M	40.00		-
610	Brick masonry chamber	NO	1.00		-
620	50mm dia CPVC pipes External work	M	20.00		-
630	15mm dia CPVC Pipes concealed pipe	M	30.00		-
640	20mm dia G.I. Pipes concealed pipe	M	15.00		-
650	C.P. brass long nose bib cock	NO	10.00		-
660	C.P. brass long body bib cock	NO	10.00		-
670	C.P. brass stop cock (concealed)	NO	16.00		-
680	Toilet paper holder : C.P. brass	NO	4.00		-
690	50mm Gun metal non- return valve Horizontal	NO	2.00		-
700	50mm Gun metal non- return valve Vertical	NO	2.00		-
710	uPVC Two track sliding window	M2	24.66		-
720	uPVC two panels sliding door	M2	11.52		-
730	Vitreous china Dual Flush , Floor Mounted	NO	2.00		-
740	Vitreous china flat back type front urinal basin	NO	2.00		-
750	Flush cock (Push valve)	NO	2.00		-



PRICE BIDDING FORMAT: E-TENDER No. CDI1571P23					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (Rs.) Excluding GST
760	Vitreous China pedestal wash basin	NO	2.00		-
770	Decorative Mirror	NO	4.00		-
780	CP Soap Tray	NO	4.00		-
790	CP towel rail	NO	7.00		-
800	Chrome Plated bottle trap	NO	6.00		-
810	C.P. Grating	NO	4.00		-
820	PVC false ceiling (Restaurant)	M2	260.00		-
830	Wall panelling work with 12mm Waterproof	M2	29.52		-
840	Wall panelling work with 19mm Waterproof	M2	163.59		-
850	Wall cladding with MCM INFINITY 056	M2	40.25		-
860	F.R.P. World Map	NO	1.00		-
870	Double Door lock	NO	2.00		-
880	Decorative Stainless Steel Handle	NO	12.00		-
Sub Total					-
<b>B</b>	<b>Kitchen Items</b>				
10	Table with Bottom Shelves	NO	1.00		-
20	HOT PLATE FOR CHAPATI	NO	1.00		-
30	Table with Bottom Shelf for Tandoor	NO	1.00		-
40	TANDOOR (GAS)	NO	1.00		-
50	2- Burner Gas Cooking Range	NO	1.00		-
60	Add. Cost Bottom Shelf For the Above Gas	NO	1.00		-
70	1- Burner Gas Cooking Range	NO	1.00		-
80	Table with Bottom Shelves 420x820x800	NO	1.00		-
90	Single Sink Unit	NO	1.00		-
100	Table with Bottom Shelves 820x500x850	NO	1.00		-
110	2 Door Work Top Chiller	NO	1.00		-
120	Add. Cost over head 2nos shelf with warmer	NO	1.00		-
130	2 Burner Gas Range for Chinese Cooking	NO	1.00		-
140	Add. Cost Bottom Shelf For the Above Gas	NO	1.00		-
150	Table with Bottom Shelf 450x900x900+150	NO	1.00		-
160	Side Table with Bottom Shelves 420x820x800	NO	1.00		-
170	2 Door Work Top Chiller 1200x700x850	NO	1.00		-
180	Add. Cost of overhead 2nos shelf with warmer	NO	1.00		-
190	Hood made On Chapati 56x36x20	NO	1.00		-
200	Hood made On Gas Tandoor 40x36x20	NO	1.00		-
210	Hood made On Chinese cooking 68x38x20	NO	1.00		-
220	Hood made On Indian cooking 84x36x20	NO	1.00		-
230	2H.P. EXHAUST	NO	1.00		-
240	1H.P. Axial flow Fan For Supply Air	NO	1.00		-
250	MS Structure for the Both Fan	NO	2.00		-

PRICE BIDDING FORMAT: E-TENDER No. CDI1571P23					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (Rs.) Excluding GST
260	Guard MS Net FOR EXHAUST	M	25.90		-
270	25x25x3 M S angle Bracket	NO	16.00		-
280	G I duct for Air Supply System	M	25.90		-
290	Dumper Control Grill	NO	9.00		-
300	Freight Charges of Kitchen	SET	1.00		-
310	Installation Charges of Kitchen	SET	1.00		-
Sub Total					-
C	Electrical Items				
10	Point wiring with 3x1.5 sq. mm in PVC conduit	P	168.00		-
20	Light plug point wiring with 3x1.5 sq. m	M	270.00		-
30	Circuit wiring with 3x2.5 sq. mm PVC wire	M	450.00		-
40	Power wiring with 3 x 4sq.mm PVC wire	M	180.00		-
50	Circuit Wiring with 6x10.0 sq mm PVC wire	M	150.00		-
60	Supply and Fixing of 3 Module Switchboard	NO	6.00		-
70	Supply and Fixing of 8 Module Switchboard	NO	24.00		-
80	Supplying and fixing of 6 A S/Socket	NO	54.00		-
90	Supplying and fixing 16 A S/Socket	NO	9.00		-
100	Supply & fixing of 6 A Modular switch	NO	168.00		-
110	Supply and fixing of modular type blanki	NO	39.00		-
120	Supply and fixing of ceiling rose	NO	6.00		-
130	Supply and fixing of Modular Regulator	NO	3.00		-
140	Supply, Installation, testing and commissioning	NO	3.00		-
150	Supply and fixing of Hexagonal Fan Box	NO	3.00		-
160	Supply, Installation, testing and commissioning	NO	3.00		-
170	Supply, Installation, testing and commissioning	NO	44.00		-
180	Supply, Installation, testing and commissioning	NO	6.00		-
190	Supply, Installation, testing and commissioning	NO	108.00		-
200	Supply, Installation, testing and commissioning	NO	4.00		-
210	Supply of LED down light of minimum 300 Lumen	NO	24.00		-
220	Supply of LED down light of minimum 1800	NO	3.00		-

PRICE BIDDING FORMAT: E-TENDER No. CDI1571P23					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (Rs.) Excluding GST
230	Supply of recessed LED round panel	NO	54.00		-
240	Supply of LED down light of minimum 900 Lumen	NO	4.00		-
250	Supply and Fixing of 200 mm X 250 mm X 100 mm	NO	4.00		-
260	Supply and Fixing of 150 mm X 150 mm X 60 mm	NO	30.00		-
270	Supply, Installation, Testing & commissioning	NO	3.00		-
280	Supply, Installation, Testing & commissioning	NO	1.00		-
290	Supply and fixing of Earth electrode	NO	2.00		-
300	Supplying and laying GI strip connection	M	50.00		-
310	Supply & fixing of 3.5C x 25mm sq XLPE A	M	100.00		-
320	Supply & fixing of 1C x 16 mm sq XLPE Al	M	200.00		-
330	Supply of 3.5C x 70mm sq XLPE ARMoured A	M	150.00		-
340	Supply of 1C x 25 mm sq XLPE Al cable	M	150.00		-
350	Laying of cable and Cable Trench	M3	50.00		-
360	Supply, Installation, Testing & commissioning	SET	1.00		-
Sub Total					-
Total Contract Cost (Excluding GST)					-
Applicable GST Rate (%)		Applicable GST#		Total (Rs.) (inclusive of GST)*	-
#Please select from Drop Down list.					
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.					
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST)					
3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.					
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.					
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.					
6. Refer to GCC & SCC for detail of GST.					
7. Refer to SOQ & SCC for Item detail Description.					
8. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.					

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

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

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

		<p>per format prescribed in <b>PROFORMA-XIV (duly signed &amp; sealed by the Power of Attorney holder)</b>, without which the bid shall be summarily rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.</p> <p>(b) Alongwith the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.</p>			
2	BEC-BRC Clause No. 2.1	<p>Experience: Bidder must have experience of executing at least one 'SIMILAR WORK' of minimum value <b>₹ 76,56,000.00</b> (Rupees Seventy-Six Lakh and Fifty-Six Thousand) only in previous 07 (seven) years reckoned from the original bid closing date in in PSUs / Central Government / State Government Organization / Public Limited Company.</p>			
3	Notes to BEC-BRC Clause No. 2.1	<p>1. <b>'SIMILAR WORK'</b> mentioned above means experience "Successful completion of interior works including internal electrification works.</p>			
		<p>2. For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>A. Contract document showing details of work,</p> <p align="center">AND</p>			

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

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

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

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

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

4	BEC-BRC Clause No. 2.2	<p>The bidder or their collaborators / consortium partner must have experience in permanent nature of electrification works in Commercial/Residential/Industrial building/godowns/premises of PSU/Central Govt./State Govt./Public Limited Company during the last 7(seven) years reckoned from the original bid closing date. The bidder or their collaborators / consortium partner must submit documentary evidences such as</p> <p>(i)Purchase Order/Work Order/Signed Contract Copy(s), and</p> <p>(ii) Invoice with Payment receipt/ performance certificate /completion certificate/ any other documents which substantiate completion of the work.</p>			
5	BEC-BRC Clause No. 2.3	<p>The bidder shall have a valid Electrical Contractor's License, till the date of bid closing, issued by Electrical Licensing board, Govt. of Assam/ any other State Government Electrical Licensing Board of India or shall form a consortium / tie-up / collaboration with an Electrical contractor, having required technical credentials as described in Clause No 2.2 above and holding valid Electrical Contractor's License issued by Electrical Licensing board, Govt. of Assam/ any other State Government Electrical Licensing Board of India for executing the jobs. In support of the above the bidder shall submit a copy of Electrical Contractor's License of the</p>			



**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

		Bidder or their collaborators / consortium partner.			
6	BEC-BRC Clause No. 3.1	<p>Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least <b>₹ 45,93,200.00</b> (Rupees Forty-Five Lakh Ninety-Three Thousand and Two Hundred).</p> <p>Note: <b>Annual Financial Turnover</b> of the bidder from operations shall mean: “Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e. bidding entity, as the case may be) during a financial year” as per the Companies Act, 2013 Section 2 (91).</p>			
7	BEC-BRC Clause No. 3.2	<p><b>Net worth</b> of bidder must be positive for preceding financial / accounting year.</p> <p><b>Note:</b> The <b>Net worth</b> to be considered against the Clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.</p>			
8	Notes to BEC Clause No. 3.0	<p>1. For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:</p> <p>(i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying</p>			

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

		<p>the Annual turnover &amp; Net worth as per format prescribed in <b>PROFORMA-XI</b>.</p> <p align="center">or</p> <p>(ii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>*Note:</p> <ul style="list-style-type: none"> <li>• Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</li> <li>• In case the bidder is a Central Govt. organization / PSU / State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.</li> </ul>			
		<p>2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the</p>			

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

		original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that the balance sheet / Financial Statements for the financial year _____ have actually not been audited so far, as per format prescribed in <b>PROFORMA-X</b> .			
		3. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para <b>1</b> and <b>2</b> above.			
9	BEC-BRC Clause No. 4.1	Bids are to be submitted under Single-Stage Two-Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the Price Bid should contain the quoted price.			
10	BEC-BRC Clause No. 4.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-			

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

		responsive and rejected.			
11	BEC-BRC Clause No. 4.3	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed <b>“Bid Securing Declaration” (Proforma-V)</b> accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.			
12	BEC-BRC Clause No. 4.4	Bid Documents / User Id & Password for OIL’s E-Tender portal are not transferable.			
13	BEC-BRC Clause No. 4.5	Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.			
14	BEC-BRC Clause No. 4.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
15	BEC-BRC Clause No. 4.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However,			

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

		white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
16	BEC-BRC Clause No. 4.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
17	BEC-BRC Clause No. 4.9	Bids are invited under <b>Single-Stage Two-Bid System</b> . Bidders must submit both “Technical” and “Price” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under “Technical Attachment” Tab and the Priced Bid as per the <b>PRICE BID FORMAT attached</b> under <b>“Notes and Attachments”</b> .			
18	BEC-BRC Clause No. 4.10	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> <li>(i) Firm price</li> <li>(ii) Bid Securing Declaration</li> <li>(iii) Period of validity of Bid</li> <li>(iv) Price Schedule</li> <li>(v) Performance Bank Guarantee / Security deposit</li> <li>(vi) Delivery / Completion Schedule</li> <li>(vii) Scope of work</li> </ul>			

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

		(viii) Guarantee of material / work (ix) Liquidated Damages Clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact			
19	BEC-BRC Clause No. 4.11	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
20	BEC-BRC Clause No. 4.12	Bid received with validity of offer less than <b>120 (One Hundred Twenty) days</b> from Bid Closing Date.			
21	BEC-BRC Clause No. 4.13	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide <b>PART-VI</b> 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.			

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22	BEC-BRC Clause No. 5.1	Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.			
23	BEC-BRC Clause No. 5.2	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			
23	BEC-BRC Clause No. 5.3	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.			
24	BEC-BRC Clause No. 5.4	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.			
25	BEC-BRC Clause No. 5.5	<b>Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all</b>			

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

		<b>liabilities and GST as per Price Bid Format.</b>			
26	BEC-BRC Clause No. 5.6	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.			
27	BEC-BRC Clause No. 5.7	The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.			
28	BEC-BRC Clause No. 5.8	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
29	BEC-BRC Clause No. 5.9	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
30	BEC-BRC Clause No. 5.10	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation			



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		methodology of tender document.			
31	BEC-BRC Clause No. 5.11	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
32	BEC-BRC Clause No. 6.1	In case bidder takes exception to any Clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the Clauses covered under BEC/BRC.			
33	BEC-BRC Clause No. 6.2	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of Clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC Clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.			

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34	BEC-BRC Clause No. 6.3	If any of the Clauses in the BEC/BRC contradict with other Clauses of bidding document elsewhere, the Clauses in the BEC/BRC shall prevail.			
35	BEC-BRC Clause No. 6.4	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			
36	BEC-BRC Clause No. 6.5	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.			
37	BEC-BRC Clause No. 6.6	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
38	BEC-BRC Clause No. 7.0	<b><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u></b> Purchase preference policy-linked with Local Content (PP-LC) notified vide letter No. FP20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and			

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		<p>any amendment thereof. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification No. FP20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.</p> <p>Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as <b>PROFORMA-XIII</b>) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.</p>			
39	BEC-BRC Clause No. 8.0	<p><b>COMPLIANCE OF THE COMPETITION ACT, 2002:</b> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			

### **COMMERCIAL CHECK LIST**

**Bidder's Name:** \_\_\_\_\_

**TENDER No. CDI1571P23**

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

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_