

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

CONTRACTS DEPARTMENT
TEL: (91) 374-2808653
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91) 374-2803549

FORWARDING LETTER

Sub: IFB No. CDI9342P22 for “Renovation of four (04) Numbers of Conference Rooms in Oil India Limited, Duliajan.”

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 National Competitive Bids (NCB) from competent and experienced/approved Contractors 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 “**Renovation of four (04) Numbers of Conference Rooms in Oil India Limited, Duliajan**”. 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.	:	CDI9342P22
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of GM-Contracts Contracts Department,

		Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	: Minimum 120 (One Hundred Twenty) days from Closing Date. 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. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	: Fifteen (15) days from the date of issue of LOA.
(x)	Bid Security/EMD Amount	: Not applicable
(xi)	Bid Security/EMD Validity	: Not applicable
(xii)	Amount of Performance Security	: 3% of Annualized Contract Value. Refer Clause No. 24.0 of Instruction to Bidder (ITB)
(xiii)	Validity of Performance Security	: 90 (Ninety) days beyond the contract period.
(xiv)	Location of job	Field Head Quarter, Duliajan
(xv)	Duration of the Contract	: Six (06) months from the commencement of the service i.e. after completion of mobilization.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	: Refer Clause No. 30.0 of General Conditions of Contract (GCC).
(xvii)	Bids to be addressed to	: GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xviii)	Pre-Bid conference	: Not applicable
(xix)	Last Date of receipt of Queries	: Not applicable

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's 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 as “Personal” are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. **“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.”**

- 3.2 Digital Signature Certificate comes in a pair of signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4 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.
 - 3.4.1 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>.
 - 3.4.2 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.
- 3.5 Parties, who do not have a User ID, can click on Guest login button in the E-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL’s E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in and esupport@oilindia.in, Ph.: 0374- 2807171/7192.
- 3.7 The link for OIL’s E-Procurement Portal is available on OIL’s web site (www.oil-india.com).

4.0 IMPORTANT NOTES: Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- iii) **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**.
- iv) **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.
- v) 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) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.
- vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" **Tab only**. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

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

Integrity Pact, (PART-VI) of the tender document. This Integrity Pact (PART-VI) has been duly signed digitally by OIL's competent signatory. The (PART-VI) 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.

6.0 **SCREEN SHOTS**

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above.

Notes:

* 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, 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.

7.0 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 to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format”** under **“Notes & Attachment”** and additionally fill up the **on-line field “Total Bid Value”** under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

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

- Currency:** A dropdown menu set to **Indian Rupee**. A callout states: "Bidder to select the currency of the Response".
- Detailed Price Information:** A dropdown menu set to **No Price**. A callout states: "Total Bid Value" is mandatory in "No Price" RFX only.
- Terms of Payment:** A field with a small icon to its right.
- Total Bid Value:** A yellow input field. A callout states: "Total Bid Value" considering all the taxes & duties.

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 on 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 bid submitted as per the "Price Bid Format" under "Notes & Attachments" tab page.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(NABANITA DEKA)
SENIOR MANAGER-CONTRACTS
For **GM-CONTRACTS (HoD)**
For **RESIDENT CHIEF EXECUTIVE**

Date: 11.01.2022

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

- 1.1 The eligibility criteria 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 Work, Unit, Quantities (SOQ): 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. Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
- xxiii. Technical Evaluation Sheet for BEC-BRC & others
- xxiv. 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 Original Bid Closing Date.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12.0 SIGNING & SUBMISSION OF BIDS:

12.1 Signing of bids:

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

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

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

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

12.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The Letter of Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.

12.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has / have digitally signed the Bid.

12.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

12.2 Submission of bids:

The tender is processed under **Two-Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

Documents sent through E-mail / Fax / Telephonic method will not be considered.

12.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per PROFORMA-II of the bid document and the same should be uploaded along with the Technical Bid.

12.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.

12.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

13.0 DEADLINE FOR SUBMISSION OF BIDS:

13.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

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

13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

15.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

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

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

17.0 BID OPENING AND EVALUATION:

17.1 Company will open the Bids, including submission made pursuant to Clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

17.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

17.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

- 17.4 Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 17.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.
- 17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 17.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 17.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

18.0 OPENING OF PRICED BIDS:

- 18.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 18.2 In case of two-bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.

18.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

18.4 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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

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

19.1 Discounts / rebates:

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

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

20.0 CONTACTING THE COMPANY:

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

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

21.0 AWARD OF CONTRACT:

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

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

23.0 NOTIFICATION OF AWARD:

23.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-

mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un-successful Bidder.

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

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

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

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

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

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

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

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

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

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

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.

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

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

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

Bank Details of Beneficiary		
A	Bank Name	HDFC BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
H	SWIFT Code	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 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.),
E-mail ID: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail ID: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh,
E-Mail ID: Ops2020@rediffmail.com

30.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The

bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

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

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

1.0 BID EVALUATION CRITERIA:

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.

1.1 Technical Criteria:

1.1.1 Bidder must have experience of successfully completing at least one **SIMILAR work** of value **Rs. 1,49,73,773.00 (Rupees One Crore Forty-Nine Lakh Seventy-Three Thousand Seven Hundred Seventy-Three)** only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company.

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

Notes to BEC Clause No. 1.1.1:

a) "**SIMILAR work**" mentioned in **Clause No. 1.1.1** above means "Experience in successful execution of interior works including electrical works of office and or conference room."

b) Following work experience will also be taken into consideration:

i) If the prospective bidder is executing **SIMILAR work** which is still running and the job executed prior to original bid closing date satisfies the BEC Clause No. 1.1.1, then such experience will also be taken into consideration provided that the bidder submits relevant document(s) certified by the end user clearly showing the gross value of **SIMILAR work** executed prior to original bid closing date along with Contract documents / work order of the running contract.

ii) In case the start date of the requisite experience is prior to the preceding 07 (seven) years' period reckoned from the original bid closing date but completion is within the preceding 07 (seven) years' period reckoned from the original bid closing date, then the value of only that part of **SIMILAR Work** will be considered which has been executed within preceding 07 (seven) years' period reckoned from the original bid closing date. This value should meet the criteria prescribed in the BEC Clause No. 1.1.1. In such cases, the bidder must submit relevant document(s) certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number) clearly indicating the value of such experience.

iii) If the prospective bidder has executed contract(s) in which **SIMILAR work** is a component, and the value of Similar work executed satisfies the minimum criteria

prescribed in the BEC Clause No. 1.1.1 then such experience will also be taken into consideration provided that the bidder submits the breakup of the works executed under such contract(s) clearly indicating the value of **SIMILAR work**, which must be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

c) For proof of requisite experience of SIMILAR work, self-attested photocopies of following documents must be submitted along with the bid: Contract documents / Purchase Order / Work order showing details of works supported with Completion Certificate issued by PSUs / Govt. organisation / Public limited companies for the **SIMILAR work** mentioned above confirming the following:

- a. Gross value of work done
- b. Nature of Job done.
- c. Contract period / Contract start and completion date.

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

Notes to BEC Clause No. 1.1.2:

i) In case the bidder engages sub-contractor for carrying out the electrical jobs then undertaking from the sub-contractor expressing his / her / their willingness to carry out the electrical jobs under the bidder must also be submitted along with the bid. Sub-contracting is allowed only for the electrical service part and not for the materials to be supplied or any other part (either material supply or service) of the whole service.

ii) In case the Electrical Contractor's License is issued by any State Government Electrical Licensing Board of India other than that of Assam, then they must submit a copy of valid Electrical Contractors' License in support of above along with an undertaking stating that on award of contract to them they will 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.

1.2 Financial Criteria:

1.2.1 Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 99,82,515.33 (Rupees Ninety-Nine Lakh Eighty-Two Thousand Five Hundred Fifteen and Paise Thirty-Three)** only.

1.2.2 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. 1.2:

A. For proof of Annual Turnover & Net worth any one of the following documents 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.

B. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding ten months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that the balance sheet / Financial Statements for the financial year _____ have actually not been audited so far, as per format prescribed in **PROFORMA-X**.

C. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **A.** and **B.** above.

- 1.3 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.
- 1.4 **The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.**
- 1.5 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.
- 1.6 The bidders are advised not to offer any discount / rebate separately and to offer their prices after considering discount / rebate, if any.
- 1.7 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.

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

i) Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. **FP-20013/2/2017-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. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

ii) Upon award of Contract based on PP-LC policy, the bidder shall have to furnish their compliance to all the provisions of PP-LC policy and to submit additional 10% Bank Guarantee of the total Contract value (format enclosed as **PROFORMA-XIV**) towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

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 provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid, stating that the bidder meets the minimum LC requirement (above 20%) and such undertaking shall become a part of the contract, if awarded.
- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- (d) Bidder to submit a copy of their Certificate of Incorporation or registration certificate in India.

4.13.3 AWARD OF CONTRACT: This service cannot be split. Among all qualified bids, the lowest bid shall be termed as L1. Purchase preference shall be extended as per the following:

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Class-I local supplier”, the contract for full quantity will be awarded to L1.

(ii) Purchase preference will be given to Class-I local supplier whose quoted price falls within the margin of purchase preference, and contract shall be awarded to such “Class-I local supplier” subject to matching the L1 price in case L1 is not “Class-I local supplier”. In case such lowest “Class-I local supplier” fails to match the L1 price, the next higher “Class-I local supplier” within the margin of purchase preference shall be invited to match the L1 price and so on.

2.0 BID REJECTION CRITERIA (BRC):

- 2.1** Bids are invited under **Single-Stage Two-Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid separately. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**
- 2.2** The quantities shown against each item in the BOQ 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, as the case may be.
- 2.3** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 2.4** Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Security 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.
- 2.5** Bid Documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 2.6** Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted.
- 2.7** Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.9** Bid received with validity of offer less than **120 (One hundred twenty) days** from the date of Technical Bid opening will be rejected. Bidder must submit a

declaration regarding bid validity as per the format prescribed in **PROFORMA-I**.

2.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) **Bid Security 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

3.0 GENERAL:

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

3.2 Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.

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

3.4 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.

3.5 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the

supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

- 3.6** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 3.7** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 4.0** **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.
- 5.0** **CHECKLIST FOR BEC-BRC:** Enclosed as **TECHNICAL EVALUATION SHEET** and **COMMERCIAL CHECK-LIST**. To be submitted along with the technical bid.

PART-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY / OIL / Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative / Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value:

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods:

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

notification from Customs Authorities.

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK / CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of

the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

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

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

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

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

8.2 CONTRACTOR's representative:

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

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

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

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

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

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

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

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

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

10.0 PERFORMANCE SECURITY:

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

a. Any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in

case of domestic CONTRACTOR / service provider.

OR

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

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

- 10.3** The domestic CONTRACTOR / Service Provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.4** The foreign CONTRACTOR / Service Provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **03 (three) months** beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and / or non-performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims: CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims: CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

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

- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
 - ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
 - iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

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

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

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

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

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

- 12.4.10** The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

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

13.0 CUSTOMS DUTY, IF APPLICABLE:

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

14.0 INSURANCE:

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

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

- 14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3** CONTRACTOR shall require all of his sub-Contractor to provide such of the

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

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

14.5 Certificate of Insurance:

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

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

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

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

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

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations

conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and / Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability

Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

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

the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 16.0 LIMITATION OF LIABILITY:**
- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance

Bank Guarantee(s) in terms of the contract.

- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

- 20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

- 23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.
- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit / equipment / tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING / ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

such order subject to prior permission from COMPANY.

- 26.2** CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3** Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

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

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

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

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

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

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

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

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

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

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

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

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

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

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

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

31.0 FORCE MAJEURE:

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

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

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

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination

of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such

indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

34.0 APPLICABLE LAWS:

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

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

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees' Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act

- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours / personnel to be engaged under the contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto

(including but not limited to Court costs and “Attorney’s fees”) for:

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

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR’s account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased / decreased cost of the works under the CONTRACT through increased / decreased liability of taxes and / or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY / CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes / duties are disputed by COMPANY / CONTRACTOR.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR’s account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY’s account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their

respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

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

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

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

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

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

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

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

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

settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

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

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

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

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

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

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

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

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

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

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

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

42.4 Resolution of disputes through conciliation by OEC

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

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

- 44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- 44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.
- 44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 [above](#).
- 44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

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

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

PART-III

SPECIAL CONDITIONS OF CONTRACT (SCC)

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.

A. Scope of Work

There are four (04) numbers of Conference Room of Oil India Limited at FHQ Duliajan, namely Business Conference Room & RCE's Conference Room at RCE's Office Building, Field Conference Room at Old Administrative Building and Field Corporate Conference Room including Directors' Offices at R&D Complex. It is intended to renovate the above conference rooms and offices with entirely new interiors and electrical distribution system.

Bidder has to perform the renovation work of the above conference rooms and office as per minimum specifications elaborated in this Tender. The bidder has to study the tender and quote for the total solution of works in all respect. Detailed BOQ in line with the tender requirements has to be provided by the bidder. A tentative BOQ has been included. The successful bidder shall have the entire responsibility to complete the renovation work. It is presumed that bidder has done the pre-site survey before bidding.

- a) This specification covers supply, installation, maintenance for renovation work of above conference rooms as well as office at Oil India Limited, Duliajan, as detailed in the specifications (**Annexure A**).
- b) The proposed floor plan and partition floor plan is enclosed (**Annexure B**). The contractor should note that the proposed plan is only tentative and the final work may vary depending on the site conditions at the time of execution of the job as directed / approved by OIL.
- c) Dismantling of existing setup will be carried out by the bidder. All unserviceable old/ damaged fittings/ dismantled materials/ rubbish shall be taken out immediately and disposed off by the bidder. It may be noted that the dismantled material shall be credited to the contractor except certain material asked by OIL to be kept for future use.
- d) 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.
- e) Layout/Drawings will be as detailed in **Annexures I-IV** for four (04) nos of conference rooms. If for any item, specific drawing is required, the contractor has to make arrangement at his/her own cost to provide the same within 03 (three) days for approval of OIL, necessary changes/suggestions in the drawings as deemed fit by OIL is to be made by the contractor. No extra cost will be paid to the contractor on this account.

2.0 Supply, Installation and Commissioning

1.1. Renovation Work

The Floor Plan and Partition Floor Plan is attached (**Annexure B**).

The scope for renovation work in this tender is to renovate the facility area in all aspects. The renovation includes but not limited to the following:

- a) Business Conference Room, Ground Floor, RCE's Office Building
- b) RCE's Conference Room, 1st Floor, RCE's Office Building
- c) Field Conference Room, 1st Floor, Old Administrative Building
- d) Field Corporate Conference Room, 2nd Floor, R&D Complex
- e) Directors' Office, 2nd Floor, R&D Complex

There are three parts in each of the above renovation jobs:

- 1) General Renovation works (BOQ detailed in **Annexure A**).
- 2) Electrical works (BOQ detailed in **Annexure VI**).
- 3) Audio-visual system supply & installation works (BOQ detailed in **Annexure V**).

Detailed specification as mentioned in the ANNEXURES must be complied.

B. Electrical Works

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

I.GENERAL

II. TECHNICAL

I. GENERAL

1.0 PREFACE

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

2.0 STATUTORY REQUIREMENT FOR WORK

2.1 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.

2.2 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.

3.0 POWER

Electricity may be provided by the Company at its discretion to use drill machine or any other portable tools required for wiring purposes if available at nearest point. The Contractor shall have to arrange for required switch board with proper safety device like RCBO/ELCB/RCCB to draw power and use safely from the existing source. However, for welding machine power supply shall not be provided by the company, contractor may use Diesel Welding Generators for the same

4.0 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.

5.0 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. Dismantling of existing electrical wiring and switchgear shall also be in the scope of the contractor. 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 (SQ), SCC, specifications, and drawings, BIS/NEC guidelines and as per the instructions by Engineer -in-charge (electrical), of the Company.

The broad items/activities covered under "electrical works" shall include dismantling of existing electrical wiring and the supply, installation, testing and commissioning of any

or all of the following:

- i) Point wiring of light points, call bell points and Ceiling 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/tray, on or through wall, roof, floor beams, false ceiling, floors etc.
- iv) Main Distribution Boards (VTPN DB), Sub Distribution Boards (TPNDB, SPN DB) and switch boards as required.
- v) Cables from Power Source (as decided by OIL) to VTPN DB, Main Distribution Board (VTPN DB) to Sub Distribution Boards (TPN DB & SPN DBs), and circuit wiring from sub distribution boards to various switch boards.
- vi) Light fixtures and fans.
- vii) Earthing of all Main VTPN DB, TPN DB and SPN DBs etc. complete in all respects.

6.0 SCHEDULE OF QUANTITIES/RATE

6.1 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.

6.2 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.

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

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

7.0 PRICE VARIATION

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

8.0 MEASUREMENTS, BILLING & PAYMENT

8.1 All works shall be measured in metric system based on actual work done as per the terms and conditions of the Tender documents.

8.2 Final bill based on Schedule of Quantity shall be prepared and submitted based on joint measurements (OIL and contractor).

9.0 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, VTPN DB to SPN DB, SPN DB to Switch Board, Light and ceiling

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.

10.0 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 CEA Regulation, 2010

II. TECHNICAL

1.0 SCOPE

This section covers the general technical requirements and measurement system of the various components in Internal Electrical Installation works. List of approved makes are given in **Annexure-C**.

2.0 TERMINOLOGY

The definition of terms shall be in accordance with IS: 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 (group of 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 *Plug point* (socket outlet points)

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 Metallic 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

2.4.1 Shall extend from one main/distribution switchboard to another.

2.4.2 Shall be reckoned as total length of wiring and measured on linear basis along the run of wiring.

2.4.3 Includes all wiring accessories

2.4.4 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.

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 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 with latest amendment, 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:

Inspection will be done in stages, as work progresses. On completion of an electrical installation, a test certificate for the installation/wiring job before energizing the circuits shall be submitted. 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) 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 thereof up to the date of tender acceptance.

10.4 General Notes:

- a) All the items shall be brand new and shall bear BIS monogram, wherever specified.
- b) Item shall be guaranteed for a period of one year from the date of Commissioning 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,
- 'Plug Point': 1.5 sq. mm,
- 'Circuit Wiring': 2.5 sq. mm,
- 'Power': 4 sq. mm,
- Sub-Main: 10 sq. mm,

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

11.2 Cables:

Cables shall be PVC/XLPE Armoured 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 CONDUITS:

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

12.2 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.

12.3 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.

12.4 WIRING ACCESSORIES:

13.0 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.

13.1 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.

13.2 Switch box covers:

These shall be modular type of suitable size.

14.0 FITTINGS:

Indoor type fittings specification:

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

- Luminaires shall be supplied with all standard accessories (including chains, brackets, mounting clamps etc.) for suspension and/or wall mounting.
- Power supply: suitable for 230/240 V, 50 Hz, single phase
- The type of fittings shall be as specified in SOQ.

15.0 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 minimum 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:
 - i. 100 A copper bus bar(s) for MCB DBs
 - ii. 250 A copper bus bar for VTPN DB (fitted with 160A MCCB)
 - iii. Neutral link
 - iv. Common earth bar
 - v. DIN bar for mounting MCB's
 - vi. Screw type terminal connectors suitable for incoming and outgoing cables.
 - vii. 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 prewired 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.

16.0 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.

17.0 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 or advised, 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.

18.0 There shall be individual inverter for each Conference room. Inverter shall cater load of Sufficient nos. of Luminaires, 5Amps and 15Amps Sockets. However, the minimum rating of each inverter shall be of 2 KVA”.

19.0 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.

20.0 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.

a. Others

The following work will be under the scope of the bidder:

- Entire passive cabling for data and telephone in the entire conference rooms floor facility is to be provided. All cables are required to be routed in cable wire baskets suspended from the ceiling. The cable wire ducts or baskets to be customizable to accommodate large number of wires.
- Supply and fixing UPVC window
- Maintenance of window and AC duct.
- Damp wall treatment.
- Telephone cabling.
- Providing modular panel containing IO(RJ45) /Telephone port(RJ11) / minimum 3 Electrical Plug Point in each cabin/workstation.
- The glass partition and glass doors in the corridor must be horizontally stripped so that the privacy of the rooms must be ensured.
- In addition to above, any necessary polishing and varnishing work wherever necessary must be done by the bidder.
- Providing Inverter for the Field Corporate Office
- Providing Name Plate, Sinage etc.:
- Supply and fixing of Fire Detector 30 Nos., Panel Board 3 Nos. for Field Corporate Office and battery-operated Fire Detector- 20 Nos.
- Providing Audio Visual System
- Providing 11 Nos. 2 Ton capacity Split AC for Field Conference Room & Business Conference Room
- Toilet

C. Project Execution

a. Pre-installation activities:

Pre-installation activities shall include, various permits, clearances/ approvals required before commencement of activities. Contractor has to arrange all the jobs associated with the installation and commissioning of the systems required in connection with the project as per scope of work. Following shall be part of the Pre-installation activities wherever they are applicable for this project.

Permission from statutory agencies:

Liasoning with local authorities (State / Labour Dept/Building /Fire) for obtaining necessary permissions /clearance (if any) for taking up installation activities, if required.

Mobilisation Deliverables:

- i. Mobilization of tools/equipment and manpower required for dismantling jobs pertaining to at least one (01) conference room as described in the SOQ.
- ii. Obtain labour clearance/entry passes ready to start the site works.
- iii. Establish site offices.

- iv. Arrangement for storage of materials received on delivery at site.

b. Project Milestone:

Code	Milestone	Description	Timeframe
MS00	Activity-0	Project Preliminary meeting physical/virtual	07 Days from the date of issue of LOA
MS01	Activity-I	Completion of mobilization with By meeting the mobilization deliverables mentioned above.	08 Days from the last date of Project Preliminary meeting
MS02	Activity-II	Completion of renovation work Of Business Conference Room in all aspects.	90 Days
MS03	Activity-III	Completion of renovation work of RCE's Conference Room in all aspect.	90 Days
MS04	Activity-IV	Completion of renovation work Field Conference Room in all aspects.	120 Days
MS05	Activity-V	Completion of renovation work of Field Corporate Conference Room & Field Corporate Office in all aspects.	240 Days

It may be noted that project milestone from Activity-I to Activity-IV may not be sequential activities and based on feasibility may be carried out in parallel.

D. Special Terms & Conditions

a. Delivery Terms

Delivery of items should conform to the activities defined under project milestone (Clause No 2.2).

Delivery of equipment and other materials to site i.e. including transportation, transit storage, if required shall be at the cost and responsibility of the Contractor. Also the Contractor shall make necessary arrangement for handling and lifting of the materials at site. The material shall be under the custody of the contractor at site till completion of works, within the premises of OIL.

b. Payment Terms

Payment shall be made on issuance of Certificate for Successful completion of an activity, as mentioned in the project milestone, by CGM (HRE) or his authorized representative. Progressive Payments shall be made for the following segregated parts / activities of Scope of Work / BOM of the tender:

S. No.	Description	Payment
1	MS00 Activity-0 (Prerequisite of project execution)	NA
2	On successful completion of Activity-I	Payment against this activity shall be made excluding the amount towards electrical and miscellaneous part.
3	On successful completion of Activity-II	Payment against this activity shall be made excluding the amount towards electrical and miscellaneous part.
4	On successful completion of Activity-III	Payment against this activity shall be made excluding the amount towards electrical and miscellaneous part.
5	On successful completion of Activity-IV	Payment against this activity shall be made excluding the amount towards electrical and miscellaneous part.
6	On successful completion of Electrical and Miscellaneous Activities related to all 4 Nos. of Activities above	Payment against this activity shall be made on completion of renovation of all the rooms mentioned above in all aspects.

- No advance payment will be made in any form.
- Invoices may be raised in stages as specified above after completion of each of the activities.

c. Installation & Commissioning Terms

- Bidder will be responsible for carrying out all the renovation including electrical works as per BOQ and detailed specification mentioned in Specification and Compliance as a part of installation and commissioning. Since the project will be a turnkey project bidder has to complete the work as a whole and any other items needed for completing the work must be provided by the bidder.
- Safety of manpower used in the renovation and electrical work will be the responsibility of the bidder and all the necessary PPE including safety boot and helmet must be provided by the bidder.
- Installation commissioning and site hand over has to be completed within 6 months from date of completion of Activity-I as mentioned in clause 3.2 Project Milestone.

- Training to cleaners of OIL has to be provided by the bidder after completion of installation commissioning.

d. Penalty Terms

Liquidated Damage: In the event of the vendor's delay in completing the project within the stipulated timeline defined in clause "3.2. Project Milestone", the Contractor shall be liable to pay liquidated damage @ 0.5% of the total project value, per week or part thereof of delay subject to maximum ceiling of 7.5% of the total project value.

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

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

In case of default, OIL 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.

A. RESPONSIBILITIES OF THE CONTRACTOR REGARDING COMPLIANCE OF STATUTE:

- 1.0** The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as mentioned Under **GCC, Clause No. 34.0 & 35.0**, to the extent applicable, 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.
- 2.0** The Contractor shall comply with all the relevant provisions under the Labour Laws Rules, 2017 & Contract Labour (R&A) Act, 1970 and its Rules, maintenance of all the relevant records and registers / documents [as per statutory Form (s)], and submission of various reports / returns under the Indian Labour Acts / Rules and other Statutes applicable to the Contractor to the Appropriate Authority within stipulated time frame. In the event of failure of the Contractor to abide by the statutory filing of returns, reports and other formalities required by Law to be executed under any Law, the Contractor shall indemnify OIL for any penalty or fine imposed on account of failure or wilful disregard by the Contractor.
- 3.0** The Contractor must pay the prevailing minimum wages rates as per the Minimum Wages Act and as specified by Central Govt. from time to time, in compliance to the Code of wages Act, 2019, through cashless transaction only, to the engaged labourers, and deposit the applicable provident fund (PF) along with associated charges and contribution (like Admin Charge, EDLI etc.), bonus & ESI etc. The contractor should ensure to follow the timeline and other aspects as per the Code of wages Act, 2019. The Contractor shall have to submit the monthly challans for

the deposit of the contribution to the ESIC and also the monthly challans for the provident fund deposited amount along with the Wage Sheet of his labour / workers in the prescribed format under the Contract labour (R&A) Rules, engaged by him to the **HoD-HR Establishment or his authorized representatives**.

Note: If there is any statutory increase in the wages rates including consequent increase in statutory contributions like PF along with associated charges and contribution (like Admin Charge, EDLI etc.), bonus & ESI etc. of the contractual labours engaged, shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

- 4.0** The contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid acts/statutes. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid acts as amended from time to time, of furnishing any information or submitting or filling and form / register / slip under the provisions of these acts which is materially incorrect, then the Company shall at its discretion, impose penalty on the Contractor. The decision of the **HoD- HR Establishment or his authorized representative** in this respect shall be final and binding.

5.0 General terms & conditions:

- i. Contractor has to deploy the personnel with no past criminal records. Names of such, if any Reformed people, should be clearly indicated. The contractor also has to provide police verification for all the persons deployed by him. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- ii. Boarding and lodging facilities for contractor's personnel for carrying out the work is to be made by the contractor at his own cost outside the premises.
- iii. In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify OIL from such liabilities.
- iv. The contractor shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / workers through a GOVT. Doctor before deployment.
- v. **Photographs / labour permission / vehicle permission:** The contractor shall arrange to make photo gate passes / labour permissions / vehicle passes etc. for his persons / labours / vehicles for working in site plant premises at his own cost as rules of the Company.

- vi. The contractor shall employ labour in adequate numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the **HR Establishment or his authorized representative**. The Contractor accordingly indicate the maximum number if labours proposed to be engaged in a single day.
- vii. The Contractor shall issue Identity Card to the engaged personnel and obtain necessary security permit / pass cards for access to the work locations.

Any non-compliance of the same will lead to termination of the contract.

PART-V

SAFETY MEASURES (SM)

**To,
GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service: "Renovation of four (04) Numbers of Conference Rooms in Oil India Limited, Duliajan."

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:

The Contractor shall adhere to following points while performing the works under this contract.

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
5. 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 Actor omissions at work.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.
9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
10. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
11. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
12. 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.
13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by

deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the 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 non-adherence to PPE shall be binding to the Contractor.

16. Soft copy of the 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 methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other 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).
17. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O₂/CO/H₂S) and FLP torch light to be made available at site.
21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
22. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.
23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of

the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

24. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
25. OIL will communicate all information to the Contractor or his authorized representative only.
26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
27. 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.
28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
33. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.

34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. 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.
35. Barricading of area to be done with reflecting tapes as applicable during work.
36. 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.
37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
38. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.
39. 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.
40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

(Seal)

Yours Faithfully,

Date_____

M/s._____
FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for 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:

- (i) 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.
- (ii) 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.
- (iii) The Principal will exclude from the process all known prejudiced persons.

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

- (i) 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.

- (ii) 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.
 - (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) 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.
 - (iv) 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.
 - (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (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. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
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.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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. 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 / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

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

Sl. No	PROFORMA NOS	DESCRIPTION
1	PROFORMA I	Bid form
2	PROFORMA-II	Statement of non-compliance (if any)
3	PROFORMA-III	Proforma letter of authorization for attending bid opening
4	PROFORMA-IV	Proforma letter of authority
5	PROFORMA-V	Bid security declaration
6	PROFORMA-VI	To be filled-up/submitted by the vendor on its letter head for E-remittance]
7	PROFORMA-VII	Form 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)
8	PROFORMA-VIII	Agreement form (To be furnished by the contractor if awarded the contract)
9	PROFORMA-IX	Format of undertaking by bidders towards submission of authentic information/documents (to be typed on the letter head of the bidder)
10	PROFORMA-X	Certificate of compliance to financial criteria
11	PROFORMA-XI	Certificate of annual turnover & net worth
12	PROFORMA-XII	Undertaking towards submission of performance bank guarantee
13	PROFORMA-XIV	Proforma of bank guarantee towards purchase preference-local content

PROFORMA-I

BID FORM

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

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 original 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:

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

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

**TO
GM- CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India**

Sir,

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB for **‘Renovation of four (04) Numbers of Conference Rooms in Oil India Limited, Duliajan.’**

Yours Faithfully,

Authorised Person’s Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-IV

PROFORMA FOR LETTER OF AUTHORITY

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

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 for
**‘Renovation of four (04) Numbers of Conference Rooms in Oil India Limited,
Duliajan.’** for any commercial / Legal purpose etc.

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

Authorised Person’s Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

PROFORMA-V

BID SECURITY DECLARATION

**TO
GM- CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India**

We hereby accept that if we withdraw or modify our bid during the period of its validity or in the event of award of contract, we fail to sign the contract or submit performance security within the deadline as defined in the tender document, Oil India Limited will suspend us for a period of two years without conducting any enquiry.

For M/s _____ (name of the firm here)

Signature of Authorized Signatory

Name: _____

Designation: _____

Phone No.: _____

Place: _____

Date: _____

(Affix Seal of the Organization here, if applicable)

PROFORMA-VI

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

PROFORMA-VII

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 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 argument, 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 there under 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:

Contd.....P/2

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

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.

PROFORMA-VIII

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 annualized 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

PROFORMA-VIII**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.

PROFORMA-IX

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

Ref. No. _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

**To,
The GM-Contracts
Contracts Department,
OIL, Duliajan**

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)

PROFORMA-X

**(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.: Note 'B.' under Clause 1.2 Financial Criteria of BEC-BRC of

Tender No.

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.

PROFORMA-XI**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

TO WHOM IT MAY CONCERN

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

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

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

PROFORMA-XII**UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

To,

Oil India Limited
Contracts Department
Duliajan, Assam - 786602

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

BG issuing bank details:

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

Declaration:

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

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

Encl. Original Bank Guarantee

PROFORMA - XIV

**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 _____ for the faithful fulfilment 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. (in figures) _____ (Indian Rupees (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 relieved 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. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).

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

this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of ____20____ at _____

WITNESS NO. 1

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

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

WITNESS NO. 2

Attorney as power of Attorney no. _____

Date: _____

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

TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	BEC Clause No. 1.1 (Technical Criteria)	1.1.1 Bidder must have experience of successfully completing at least one SIMILAR work of value Rs. 1,49,73,773.00 (Rupees One Crore Forty-Nine Lakh Seventy-Three Thousand Seven Hundred Seventy-Three) only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company.			
		1.1.2 The bidder or its sub-contractor should have valid Electrical Contractor's License issued or recognised by Electrical Licensing board Govt. of Assam. Necessary documents [self-attested by the bidder and sub-contractor (if applicable)] in this regard should be submitted along with the bid.			
2	<u>Notes to BEC Clause No. 1.1.1:</u>	1. " SIMILAR work " mentioned in Clause No. 1.1.1 above means "Experience in successful execution of interior works including electrical works of office and or conference room"			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

	<p>b) Following work experience will also be taken into consideration:</p> <p>i) If the prospective bidder is executing SIMILAR work which is still running and the job executed prior to original bid closing date satisfies the BEC Clause No. 1.1.1, then such experience will also be taken into consideration provided that the bidder submits relevant document(s) certified by the end user clearly showing the gross value of SIMILAR work executed prior to original bid closing date along with Contract documents / work order of the running contract</p>			
	<p>ii) In case the start date of the requisite experience is prior to the preceding 07 (seven) years' period reckoned from the original bid closing date but completion is within the preceding 07 (seven) years' period reckoned from the original bid closing date, then the value of only that part of SIMILAR Work will be considered which has been executed within preceding 07 (seven) years' period reckoned from the original bid closing date. This value should meet the criteria prescribed in the BEC Clause No. 1.1.1. In such cases, the bidder must submit relevant document(s) certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number) clearly indicating the value of such experience.</p>			
	<p>iii) If the prospective bidder has executed contract(s) in which SIMILAR work is a component, and the value of Similar work executed satisfies the minimum criteria prescribed in the BEC Clause No. 1.1.1 then such experience will also be taken into consideration provided that the bidder</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		submits the breakup of the works executed under such contract(s) clearly indicating the value of SIMILAR work , which must be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).			
		<p>c) For proof of requisite experience of SIMILAR work, self-attested photocopies of following documents must be submitted along with the bid: Contract documents / Purchase Order / Work order showing details of works supported with Completion Certificate issued by PSUs / Govt. organisation / Public limited companies for the SIMILAR work mentioned above confirming the following:</p> <p>a. Gross value of work done b. Nature of Job done. c. Contract period / Contract start and completion date.</p>			
		d) SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC			
3	BEC Clause No. 1.2 (Financial Criteria)	1.2.1 Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least Rs. 99,82,515.33 (Rupees Ninety-Nine Lakh Eighty-Two Thousand Five Hundred Fifteen and Paise Thirty-Three) only.			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		<p>1.2.2 Net worth of bidder must be positive for preceding financial / accounting year.</p> <p>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.</p>			
4	Note to BEC Clause No. 1.2	<p>A. For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:</p> <p>(i) A certificate* issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA-VII.</p> <p style="text-align: center;">OR</p> <p>(ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>*Note:</p> <ul style="list-style-type: none"> • Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. • In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after 			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		<p>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.</p> <p>B. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding ten months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that the balance sheet / Financial Statements for the financial year _____ have actually not been audited so far, as per format prescribed in PROFORMA-VI.</p> <p>C. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para A. and B. above.</p>			
5	BRC Clause No. 2.1	<p>2.1 Bids are invited under Single-Stage Two-Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid separately. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		other document as asked for in the bid document. There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.			
6	BRC Clause No. 2.2	2.2The quantities shown against each item in the BOQ 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, as the case may be.			
7	BRC Clause No. 2.4	2.4Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (PROFORMA-X) 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.			
8	BRC Clause No. 2.9	2.9Bid received with validity of offer less than 120 (One hundred twenty) days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in PROFORMA-I .			
9	BRC Clause No. 2.10	2.0 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		<ul style="list-style-type: none">(i) Firm price(ii) Bid Security 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			
--	--	--	--	--	--

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDI9342P22**

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

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	Bid Security Declaration (Not Applicable for this tender)	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 90 (ninety) days from original Bid Due Date / Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied? (Not Applicable for this tender)	
10.	Whether Integrity Pact Submitted (if applicable)? (Not Applicable for this tender)	
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.	Please mention if you want to avail purchase preference against PPLC clause.	

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 _____

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam					
DESCRIPTION OF WORK/SERVICE: Renovation of four (04) Numbers of Conference Rooms in Oil India Limited, Duliajan.					
PRICE BIDDING FORMAT					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
			A	B	D = A * B
10	Business Conference Room	AU	1.00		-
20	Field Conference Room	AU	1.00		
30	RCE's Conference Room	AU	1.00		
40	Corporate Office Conference Room	AU	1.00		
50	Directors' Office	AU	1.00		
60	Electrical work	AU	1.00		
70	Miscellaneous works	AU	1.00		
Total (Rs.) (exclusive of GST)					-
Applicable GST Rate in %		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 for detail of GST.					
7. Refer to SOQ & SCC for Item detail Description.					

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.

PRICE BIDDING FORMAT					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
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.					

SOQ FOR RENOVATION OF CONFERENCE ROOM

ANNEXURE A

All the items supplied by the bidder must be brand new,unused,free from any defect

Business Conference Room							
Sl no	Name	Description	Qty	Unit	Rate	Amount	
1	CONFERENCE TABLE VEENER	Providing Conference table as per design on site in 19 mm marine plywood frame work with 19 mm marine plywood with TRAK VEENER(TIMEX , GREEN, TOSHGOOLD) with Melamnyne matt finish for exposed faces. Table top shall be as per detailed drawing along with pop-up box (legrand/havells) having hdmi, usb , aux slot and power plug.	1	No			
2	CHAIR GODREJ KAREENA MID BACK	HIGH BACK REVOLVING CHAIR , TORSION BAR FITTED WITH , SEAT WITH MOULDED PLY , UPHOLSTERY WITH PU LEATHER AND HD FOAM FOR SEATS ISO APPROVED BRANDS (GODREJ, GEEKEEN , AXTON)	33	No			
3	DISMANTLING	Dismantling of existing interior which involves the following jobs 1. dismantling or removal of wooden partitions , cubicals and furniture 2. dismantling and removal of existing ceiling 3. dismantling of existing doors 4. removal of all debris from the premises and making good of all the damaged portion as per requirement	513	SQFT			
4	FALSE CEILING	Providing , fitting and fixing of suspended grid ceiling of GI channel with sound acoustic armstrong ceiling tiles of 600 mm *600 mm * 14 mm thickness . The board to be placed in a GI grid which is suspended with 14mm dia. GI / MS bar hanger fixed with Anchor Fastener from the roof with alignment clip providing positions for light fitting etc	513	SQFT			
5	WALL PANELLING	Wall Paneling: Providing, fitting and fixing of paneling on walls up-to a full eye exposed height from floor. the partition will be suspended with aluminium hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically . The cavity between the section will be filled up with glass wool for sound acoustic purpose. 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with ISI marked 1.0mm thick laminate sheet (MERINO , GREEN , GATTANI, DORMA) of prescribed shade and colour and complete in all respect. The panelling design can be a combination of acoustic panels and laminate also. The panelling design can be a combination of maximum two shades or texture of tiles to match the ceiling, flooring and the decor and ambience of the OFFICE (as per approved design by O I I).	900	SQFT			
6	FLUSH DOOR	Flush Door : Providing and fixing 38mm thick factory made ISI marked 38mm thick flush door of size 750mm x 2175mm for the entrance of the respective rooms with half wood and half glass pattern and providing horizontal strips on the glass with paneling on the walls and door frames including finishing with 1mm thick lamination both side of approved brand (MERINO, GATTANI, GREEN LAM). The doors shall be fitted with 04 Nos M.S. oxidized SS butt hinges of size 100mm x 75mm x 3.55mm with necessary screws etc., 01 No. of SS tower bolt of size 200mm (L), SS MORTICE LOCK (GODRAJ, IPSA or DORMA) complete with all labour and material including the cost of steel hinges, locks, door stoppers, hydraulic door closures, etc.	2	Nos			
7	CARPET TILES	CARPET TILE- Providing and laying of non-woven needle punch carpet (ARMSTRONG, BALTA, FLOORMASTER) of genuine fibre having minimum 3.90 mm thickness preferable containing 375 gm polyester fibre or equivalent fibre and the carpet should not be less the thickness more than 25 % after 1000 impact and of required shade and laying with approved adhesive or double side tape wherever required covering with polythensheet till the inauguration.	513	SQFT			

B		Field Conference Room					
SI no	Name	Description					
1	CONFERENCE TABLE SOLID SURFACE TOP	Providing Conference table as per design on site in 19 mm marine plywood frame work with 19 mm marine plywood with 1 mm thick laminate for exposed faces. Table top shall be as per detailed drawing with solid surface top white colour (LG, MERINO) along with pop-up box (legrand/havella) having HDMI, USB, Aux slot and power plug.	1	No			
2	CHAIR GODREJ KAREENA MID BACK	HIGH BACK REVOLVING CHAIR, TORSION BAR FITTED WITH, SEAT WITH MOULDED PLY, UPHOLSTERY WITH PU LEATHER AND HD FOAM FOR SEATS ISO APPROVED BRANDS (GODREJ, GEEKEEN, AXTON	55	Nos			
3	DISMANTLING	Dimantling of existing interior which involves the following jobs 1. dismantling or removal of wooden partitions, cubicals and furniture 2. dismantling and removal of existing ceiling 3. dismantling of existing doors 4. removal of all debris from the premises and making good of all the damaged portion as per requirement	1110	SQFT			
4	FALSE CEILING	Providing, fitting and fixing of suspended grid ceiling of GI channel with sound acoustic armstrong ceiling tiles of 600mm *600 mm * 14mm thickness. The board to be placed in a GI grid which is suspended with 14mm dia. GI / MS bar hanger fixed with Anchor Fastener from the roof with alignment clip providing positions for light fitting etc	1110	SQFT			
5	WALL PANELLING	Wall Paneling: Providing, fitting and fixing of paneling on walls up-to a full eye exposed height from floor. the partition will be suspended with aluminum hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically. The cavity between the section will be filled up with glass wool for sound acoustic purpose. 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with ISI marked 1.0mm thick laminate sheet (MERINO, GREEN, GATTANI, DORMA) of prescribed shade and colour and complete in all respect. The panelling design can be a combination of acoustic panels and laminate also. The panelling design can be a combination of maximum two shades or texture of tiles to match the ceiling, flooring and the decor and ambience of the OFFICE (as per approved design by O I L).	1340	SQFT			
6	FLUSH DOOR	Flush Door : Providing and fixing 38mm thick factory made ISI marked 38mm thick flush door of size 750mm x 2175mm for the entrance of the respective rooms with half wood and half glass pattern and providing horizontal strips on the glass with paneling on the walls and door frames including finishing with 1mm thick laminaton both side of approved brand (MERINO, GATTANI, GREEN LAM). The doors shall be fitted with 04 nos M.S. oxidized SS butt hinges of size 100mm x 75mm x 3.55mm with necessary screws etc., 01 No. of SS tower bolt of size 200mm (L), SS MORTICE LOCK (GOODRAJ, IPSA or DORMA) complete with all labour and material including the cost of steel hinges, locks, door stoppers, hydraulic door closures, etc.	4	Nos			
7	CARPET TILES	CARPET TILE- Providing and laying non-woven needle punch carpet (ARMSTRONG, BALTA, FLOORMASTER) of genuine fibre having minimum 3.90 mm thickness preferable containing 375 gm polyester fibre or equivalent fibre and the carpet should not be less the thickness more than 25 % after 1000 impact and of required shade and laying with approved adhesive or double side tape wherever required covering with polythensheet till the inauguration.	1110	SQFT			

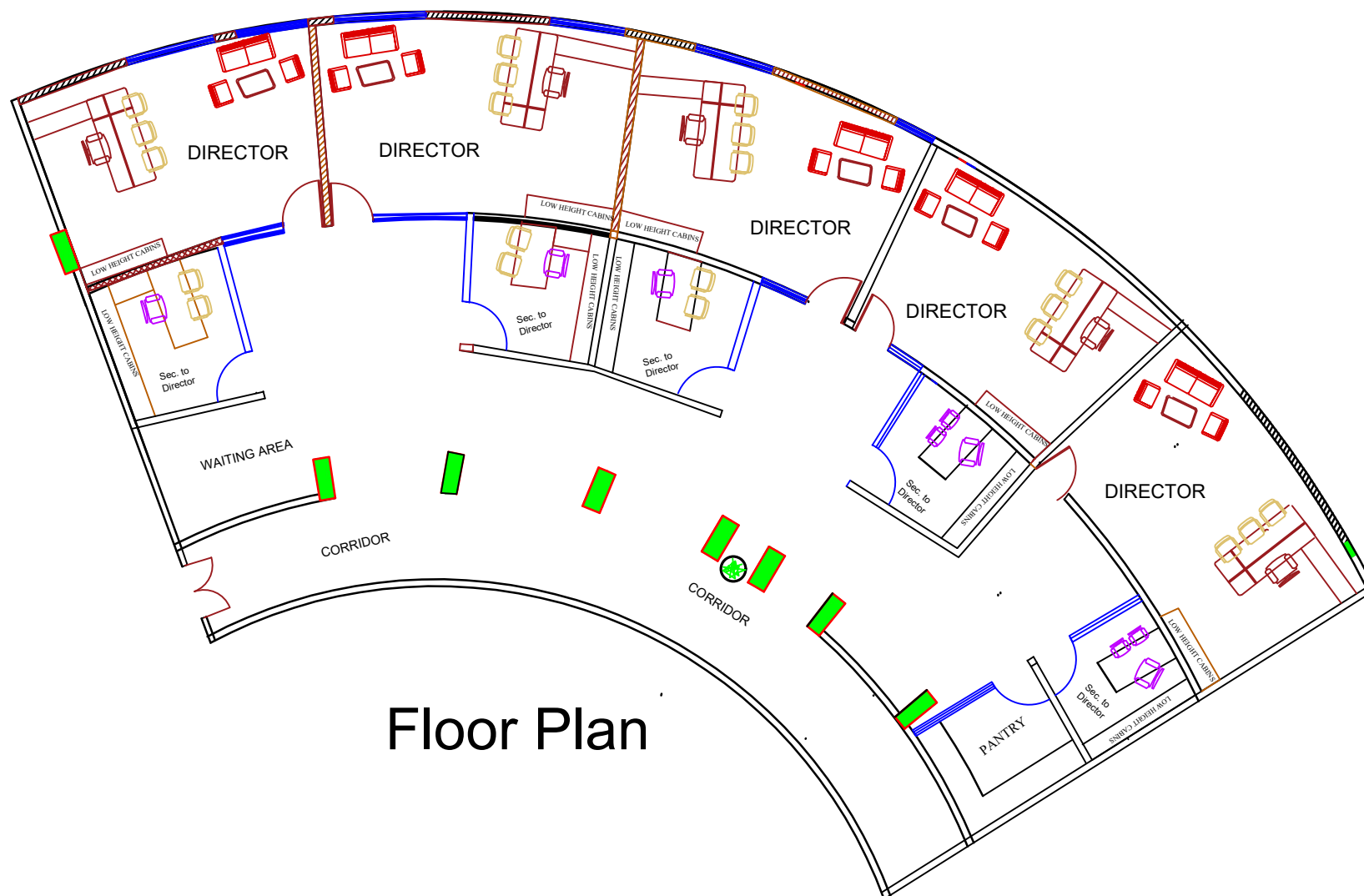
C RCE's Conference Room							
Sl No	Name	Description					
1	CONFERENCE TABLE BACK PAINTED GLASS	Providing Conference table as per design on site in 19 mm marine plywood frame work with 19 mm marine plywood with 1 mm thk laminate for exposed faces. Table top shall be as per detailed drawing with BACK PAINTED WHITE GLASS (SAINT GOBAIN, HITECH, ASSAI) along with pop-up box (legrand/havells) having hdmi, usb , aux slot and power plug.	1	Nos			
2	CHAIR GODREJ KAREENA MID BACK	HIGH BACK REVOLVING CHAIR , TORSION BAR FITTED WITH , SEAT WITH MOULDED PLY , UPHOLSTERY WITH PU LEATHER AND HD FOAM FOR SEATS ISO APPROVED BRANDS (GODREJ, GEEKEEN , AXTON	29	Nos			
3	DISMANTLING	Dimantling of existing interior which involves the following jobs 1. dismantling or removal of wooden partitions , cubicals and furnitures 2. dismantling and removal of existing ceiling 3. dismantling of existing doors 4. removal of all debris from the premises and making good of all the damaged portion as per requirement	480	SQFT			
4	FALSE CEILING	Providing , fitting and fixing of suspended grid cieling of GI channel with sound acoustic armstrong ceiling tiles of 600mm *600 mm * 14mm thickness . The board to be placed in a GI grid which is suspended with 14mm dia. GI / MS bar hanger fixed with Anchor Fastener from the roof with alignment clip providing positions for light fitting etc	480	SQFT			
5	WALL PANELLING	Wall Paneling: Providing, fitting and fixing of paneling on walls up-to a full eye exposed height from floor. the partition will be suspended with aluminium hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically . The cavity between the section will be filled up with glass wool for sound acoustic purpose . 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with ISI marked 1.0mm thick laminate sheet (MERINO , GREEN , GATTANI, DORMA) of prescribed shade and colour and complete in all respect. The panelling design can be a combination of acoustic panels and laminate also. The panelling design can be a combination of maximum two shades or texture of tiles to match the ceiling, flooring and the decor and ambience of the OFFICE (as per approved design by O I I).	748	SQFT			
6	FLUSH DOOR	Flush Door : Providing and fixing 38mm thick factory made ISI marked 38mm thick flush door of size 750mm x 2175mm for the entrance of the respective rooms with half wood and half glass pattern and providing horizontal strips on the glass with paneling on the walls and door frames including finishing with 1mm thick laminate on both side of approved brand (MERINO, GATTANI, GREEN LAM). The doors shall be fitted with 04 nos M.S. oxidized SS butt hinges of size 100mm x 75mm x 3.55mm with necessary screws etc. , 01 no. of SS tower bolt of size 200mm (L), SS MORTICE LOCK (GODRAJ, IPSA or DORMA) complete with all labour and material including the cost of steel hinges, locks, door stoppers, hydraulic door closures, etc.	2	Nos			
7	CARPET TILES	CARPET TILE- Providing and laying of non-wooven needle punch carpet (ARMSTRONG, BALTA, FLOORMASTER) of genuine fibre having minimum 3.90 mm thickness preferable containing 375 gm polyester fibre or equivalent fibre and the carpet should not be less the thickness more than 25 % after 1000 impact and of required shade and laying with approved adhesive or double side tape wherever required covering with polyethenesheet till the inauguration.	480	SQFT			

Sr no	Name						
1	CONFERENCE TABLE BACK PAINTED GLASS		Providing Conference Table as per design on site in 19 mm marine plywood frame work with 19 mm marine plywood with 1 mm thick laminate for exposed faces. Table top shall be as per detailed drawing with BACK PAINTED WHITE GLASS (SAINT GOBAIN, HITECH, ASSAI) along with pop-up box [segment/havells] having HDMI, USB , Aux slot and power plug.		1	No	
2	CHAIR GODREJ/ KAREENA MID BACK		HIGH BACK REVOLVING CHAIR , TORSION BAR FITTED WITH , SEAT WITH MOULDED PLY , UPHOLSTERY WITH PU LEATHER AND HD FOAM FOR SEATS ISO APPROVED BRANDS (GODREJ, GEEKEEN , AXTON)		23	Nos	
3	DISMANTLING		Dismantling of existing interior which involves the following jobs 1. dismantling or removal of wooden partitions , cubicals and furnitures 2. dismantling and removal of existing ceiling 3. dismantling of existing doors 4. removal of all debris from the premises and making good of all the damaged portion as per requirement		525	SQFT	
4	FALSE CEILING		Providing , fitting and fixing of suspended grid ceiling, of GI channel with sound acoustic Armstrong ceiling tiles of 600mm *600 mm * 14mm thickness . The board to be placed in a GI grid which is suspended with 14mm dia. GI / MS bar hanger fixed with Anchor Fastener from the roof with alignment clip providing positions for light fitting etc		525	SQFT	
5	WALL PANELLING		Wall Paneling: Providing, fitting and fixing of paneling on walls up-to a full eye exposed height from floor. the partition will be suspended with aluminum hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically . The cavity between the section will be filled up with glass wool for sound acoustic purpose . 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with ISI marked 1.0mm thick laminate sheet (MERINO , GREEN , GATTANI, DORMA) of prescribed shade and colour and complete in all respect. The panelling design can be a combination of acoustic panels and laminate also. The panelling design can be a combination of maximum two shades or texture of tiles to match the ceiling, flooring and the decor and ambience of the OFFICE (as per approved design by O I L).		900	SQFT	
6	FLUSH DOOR		Flush Door : Providing and fixing 38mm thick factory made ISI marked 38mm thick flush door of size 750mm x 2175mm for the entrance of the respective rooms with half wood and half glass pattern and providing horizontal strips on the glass with paneling on the walls and door frames including finishing with 1mm thk. laminate on both side of approved brand (MERINO, GATTANI, GREEN LAM). The doors shall be fitted with 04 nos M.S. oxidized SS butt hinges of size 100mm x 75mm x 3.55mm with necessary screws etc., 01 No. of SS tower bolt of size 200mm (LS, MORTICE LOCK (GODRAJ, IPSA or DORMA) complete with all labour and material including the cost of steel hinges, locks, door stoppers, hydraulic door closures, etc.		2	Nos	
7	CARPET TILES		CARPET TILE- Providing and laying non-woven needle punch carpet (ARMSTRONG, WONDERFLOOR, BALAJI) of genuine fibre having minimum 3.90 mm thickness preferable containing 375 gm polyester fibre or equivalent fibre and the carpet should not be less than the thickness more than 25 % after 1000 impact and of required shade and laying with approved adhesive or double side tape wherever required covering with polyetheneheet till the inauguration.		525	SQFT	
E			Directors office				
1	DIRECTORS TABLE		Providing C. G.M Table with keyboard Facility of size 7'0" x 3'0" as per design on site in ISI marked BWR grade plywood (borer proof) of approved brand (GREEN PLY, GATTANI PLY OR GREENPANNEL PLY) frame work with TEAK VEENER/TIMEX , GREEN, TOSHOGOLD) with Melamine matt finish base top of solid surface (LG , MERINO) . All the inner surfaces shall be finished with 0.8mm thick white laminate(MERINO, GATTANI, GREEN LAM), 1 No. Computer key board tray using 19mm thick marine ply base and 25 x 50mm round edged moulding on the front faced with telescopic/double(GODREJ, HEITICH, DORMA). A drawer unit shall be provided with 3 Nos of drawers with 1.0 mm thick laminate. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thick marine Ply sides, back and 6mm thk marine Ply base. Facia of drawers shall be of 19mm thick marine Ply finished in 1.0 mm thick laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders(Approved make). The inside portion of draws to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like lock(s)(Approved make) for drawers and any miscellaneous hardware items.		5	NOS	
2	FILE CABINET		Providing and fixing storage units of full / low SIZE 6150MM*750MM height as per drawing. They shall consist of 18mm thk. marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FPL. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages . All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16' interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles,tower bolts, and any necessary hardware items.		5	PCS	
3	REVOLVING CHAIR LA SEADE GODREJ		REVOLVING CHAIR - HIGH BACK REVOLVING CHAIR , TORSION BAR FITTED WITH , SEAT WITH MOULDED PLY , UPHOLSTERY WITH PU LEATHER AND HD FOAM FOR SEATS ISO APPROVED BRANDS (GODREJ, GEEKEEN , AXTON)		5	NOS	

4	DISMANTLING		Dismantling of existing interior which involves the following jobs 1. dismantling or removal of wooden partitions , cubicals and furnitures 2. dismantling and removal of existing ceiling 3. dismantling of existing doors 4. removal of all debris from the premises and making good of all the damaged portion as per requirement	4000	SQFT			
5	FALSE CEILING		Providing , fitting and fixing of suspended grid ceiling of GI channel with sound acoustic armstrong ceiling tiles of 600mm *600 mm * 14mm thickness . The board to be placed in a GI grid which is suspended with 14mm dia. GI / MS bar hanger fixed with Anchor Fastener from the roof with alignment clip providing positions for light fitting etc	2000	SQFT			
6	WALL PANELLING		Wall Paneling: Providing, fitting and fixing of paneling on walls up-to a full eye exposed height from floor. the partition will be suspended with aluminium hollow tubular section of 25mm*25mm with a bar support at an interval of 600mm vertically . The cavity between the section will be filled up with glass wool for sound acoustic purpose . 12mm borer proof ISI marked BWR grade solid ply (GREEN PLY, GATTANI OR GREENPANNEL PLY) to be fixed to SECTION frame and finished with ISI marked 1.0mm thick laminate sheet (MERINO , GREEN , GATTANI, DORMA) of prescribed shade and colour and complete in all respect. The panelling design can be a combination of acoustic panels and laminate also. The panelling design can be a combination of maximum two shades or texture of tiles to match the ceiling, flooring and the decor and ambience of the OFFICE (as per approved design by O I I).	1520	SQFT			
7	PARTITION		Partition : Providing, fitting and fixing of 75 mm thickness Partition both made of 12MM thick ISI marked BWR grade plywood (borer proof) of approved brand (GREEN PLY, GATTANI PLY OR GREENPANNEL PLY) to be fixed over aluminium hollow tubular section of 50mm*50mm with a bar support at an interval of 600mm vertically on both side, by applying drywall screw in either direction. Both external surfaces of the partition to be finished with 1mm thick laminate of approved brand(MERINO, GATTANI , GREEN LAM) and complete in all respect including all materials, labour, etc. The partition will have 5mm plain glass in corridor to ensure proper passage for light. The partition design can be a pattern or a design with a combination of maximum two shades and fitted with glass profiles for transparency and openness to match the decor and ambience of the OFFICE. (as per approved design)	1560	SQFT			
8	CARPET TILES		CARPET TILE- Providing and laying non-woven needle punch carpet (ARMSTRONG, BALTA, FLOORMASTER) of genuine fibre having minimum 3.90 mm thickness preferable containing 375 gm polyester fibre or equivalent fibre and the carpet should not be less the thickness more than 25 % after 1000 impact and of required shade and laying with approved adhesive or double side tape wherever required covering with polythensheet till the inauguration.	4000	SQFT			
9	BLINDS		BLINDS- SUPPLY AND FIXING OF WOODEN VENETIAN BLINDS-MOUNTED WITH SS POWDER COATED CHANNEL AND WOODEN STRIPS MADE (VISTA, HIGH END, MAJESTIC)	160	SQFT			
10	GLASS DOOR		GLASS Door: Providing and fixing of 12MM TOUGHNED GLASS (Keshar Safety/HITTECH) door with horizontal strips on the glass will be mounted in glass latch fitting, floor spring, ss handle and other screw fittings (kzone/dorma/haffle/godrej).	11	NOS			
11	VISITOR CHAIRS		VISITOR FIX KUSHONE CHAIR - SEAT WITH MOULDED PLY, UPHOLSTERY WITH PU LEATHER AND HD FOAM FOR SEATS ISO APPROVED BRANDS (GODREJ, GEEKEEN , AXTON)	48	NOS			
12	TOUGHNED GLASS PARTITION		GLASS PARTITION- Providing and fixing of 12MM TOUGHNED FROSTED GLASS (Keshar Safety) for partition. The glass will be mounted in glass latch fitting (kzone).	720	SQFT			
13	SOFA		SOFA-Providing and making Sofa chairs with arms using 50 x 75mm first class wood framing with 19mm thick marine plywood on top seat to have 3"x2" zigzag spring Page 11 of 11 SIGNATURE AND SEAL plywood on top seat to have 3"x2" zigzag spring with 100mm thick. HDPU foam and 75mm jute strips for back. Sofa to be upholstered in cloth for exposed for surface.	6	SET			
14	CENTER TABLE			6	PCS			
15	PA TABLE		Providing OFFICE DESK with keyboard Facility of size 1500MM x 900MM as per design on site in ISI marked BWR grade plywood (borer proof) of approved brand (GREEN PLY, GATTANI PLY (GREENPANNEL PLY) frame work with 1 mm thick laminate (MERINO, GATTANI, GREEN LAM). All the inner surfaces shall be finished with 0.8mm thick white laminate (MERINO, GATTANI, GREEN LAM). 1 No. Computer key board tray using 19mm thick marine ply base and 25 x 50mm round edged moulding on the front fixed with telescopic/double(Approved make / approved sliders). A drawer unit shall be provided with 3 Nos of drawers with 1.0 mm thick laminate. Height of drawers shall be 100mm, 100mm and 280mm. Drawer shall consist of 12mm thick marine Ply sides, back and 6mm thick marine Ply base. Facia of drawers shall be of 19mm thick marine Ply finished in 1.0 mm thick Laminate and with a wooden moulding on top/bottom edge for handle. Each drawer shall slide on a pair of telescopic drawer sliders(Approved make). The inside portion of drawers to be finished with white laminate. Rate shall be inclusive of all necessary approved fittings like locks(Approved make) for drawers and any miscellaneous hardware items.	5	Nos			
16	FILE CABINET		Providing and fixing storage units of full/ low SIZE 6150MM*750MM height. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from floor level. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages . All the external surfaces shall be finished with 1.0mm thick Laminate of approved make 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brass finish handles,tower bolts, and any necessary hardware items.	5	NOS			

			Providing and fixing storage units of full/ low SIZE 6150MM*750MM height. They shall consist of 18mm thick marine ply top, sides, bottom, shelves and shutters & 6mm thick marine ply for back. The bottom of the storages shall be at 75mm from floor level. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages . All the external surfaces shall be finished with 1.0mm thick Laminate of approved make 18mm thick marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brass finish handles, tower bolts, and any necessary hardware items. Top will be of Granite Jet Black edges to be polished .	1	LS	
17	PANTRY SETUP					
18	INDOOR PLANTS AND ARTIFACTS		PLANTS AND ARTIFACTS TO ENHANCE THE DÉCOR OF THE OFFICE.	1	LS	
19	BRAVO CHAIR FOR PA		REVOLVING CHAIR- HIGH BACK REVOLVING CHAIR , TORSION BAR FITTED WITH , SEAT WITH MOULDED PLY , UPHOLSTERY WITH PU LEATHER AND HD FOAM FOR SEATS ISO APPROVED BRANDS (GODREJ, GEEKEEN , AXTON	4	NOS	
20	BRAVO VISITOR CHAIR		VISITOR FIX KUSHONE CHAIR - SEAT WITH MOULDED PLY , UPHOLSTERY WITH PU LEATHER AND HD FOAM FOR SEATS ISO APPROVED BRANDS (GODREJ, GEEKEEN , AXTON)	8	NOS	
21	FALSE CEILING GYPSUM FOR DIRECTORS		PROVIDING AND FIXING OF 12.5 MM GYPSUM BOARD FALSE CEILING WITH 12MM PLYWOOD PANELLING AS REQD. 1MM LAMINATE SHOULD BE PASTED OVER THE PLYWOOD.	2000	SQFT	
F			ELECTRICAL WORK			
1	ELECTRICAL ITEMS		Detailed in Annexure VI			
G			MISCELLANEOUS WORKS			
	NETWORK CABLING 1 including 6U rack and patch panels	IT	PROVIDING AND FIXING CAT -6 INCLUDING PATCH PANEL	1	LS	
	UPVC WINDOW	CIVIL	UPVC WINDOW OF APPROVED MAKE AND 5MM PLAIN GLASS FOR IT	4	LS	
	MAINTNENCE OF WINDOW	CIVIL	GRESSESSING AND CLEANING OF EXISTING WINDOW	1	LS	
	MAINTNENCE OF AC DUCT	ELE	SUPPLY AND INSTALLATION OF AC GILL AND REPLACING THE OLD ONES	1	LS	
	DAMP WALL TRAETEMENT	CIVIL	CLEANING AND PAINTING THE THE DAMP WALL WHEREVER REQD	1	LS	
	Providing modular panel containg IOE/LAS / Telephone port(RJ11)/ Electrical Plug Point in each cabin/workstation	FC/ELE	PROVING AND FIXING TELEPHONE PORT IN EACH CABIN	1	LS	
	Telephone Cabling	FC		1	LS	
	INVERTOR	ELE	INVERTOR FOR THE CORPORATE OFFICE	1	LS	
	NAME PLATE , SIGNAGE		NAME PLATE, SIGNAGE ETC	1	LS	
	FIRE DETECTION SYSTEM	FS	SUPPLY AND INSTALLATION OF FIRE DETECTOR 30 NOS , PANEL BOARD 3 NOS FOR CORPORATE OFFICE AND BATTERY OPERATED FIRE DETECTOR - 20 NOS MAKE (NOVA, INOX OR SIMILAR)	1	LS	
	AUDIO VISUAL SYSTEM	FC/IT	Detailed in Annexure V	1	LS	
	2 Ton Split A/c	ELE	SUPPLY AND INSTALLATION OF 2 TON SPLIT A/ C OF EER - 3.5 , NON-INVERTER, REFRIGERANT GAS - R32 OR ECO-FRIENDLY. VOLTAS/LG/LLYOD.	11	Nos	
	Toilet	CIVIL	Toilet work including civil work, plumbing & partition work.	2	Nos	

NOTE: All the items supplied by the bidder must be brand new, unused, free from any defect and of prime quality



Floor Plan

APPROVED MAKE OF MATERIALS

Sl. #	Description of Item	Approved Makes
1	Single core BIS marked, copper, FRLS PVC insulated stranded flexible 1100 v grade cable/wire	FINOLEX/HAVELLS/L&T/POLYCAB/RR KABEL/KEI
2	Earth Wire	FINOLEX/HAVELLS/L&T/POLYCAB/RR KABEL/KEI
4	Copper lugs	DOWELL/3D-BILLET / JAINEX/SCHNEIDER (MERLIN GERIN)
5	PVC casing capping	PRESTO PLAST/AKG/PLAZA/RICHA/VIDYUT MITRA
6	PVC Casing box	Anchor/Legrand/Richa/Presto Plast
7	PVC conduit	Richa/Vidyut Mitra/Plaza/AKG
8	PVC Board	Presto plast/AKG/Presto teak/Plaza/Richa.
9	20A Metal clad switch-socket unit	LEGRAND/SCHNEIDER /MERLIN GERIN/SIEMENS/HAVELLS/INDO-ASIAN/ ABB / L&T
10	Ceiling fan, 1400 mm Sweep, White in Colour.	HAVELLS /BAJAJ/ORIENT /USHA/Crompton Greaves
11	Luminaires	Philips /Crompton/GE/Bajaj/Havells
12	MCCB	LEGRAND/SCHNEIDER /MERLIN GERIN/SIEMENS/HAVELLS/INDO-ASIAN/ ABB / L&T
13	MCB	LEGRAND/SCHNEIDER /MERLIN GERIN/SIEMENS/HAVELLS/INDO-ASIAN/ ABB / L&T
14	RCBO	LEGRAND/SCHNEIDER /MERLIN GERIN/SIEMENS/HAVELLS/INDO-ASIAN/ ABB / L&T Note: Make of RCBO, MCBs and box shall be of same make
15	MCB DB	LEGRAND/SCHNEIDER /MERLIN GERIN/SIEMENS/HAVELLS/INDO-ASIAN/ ABB / L&T <i>Note: MCB DB and MCBs/RCBO fitted therein have to be of same make.</i>
16	VTPN DB	LEGRAND/SCHNEIDER /MERLIN GERIN/SIEMENS/HAVELLS/INDO-ASIAN/ ABB / L&T <i>Note: VTPN DB and all components fitted therein have to be of same make.</i>

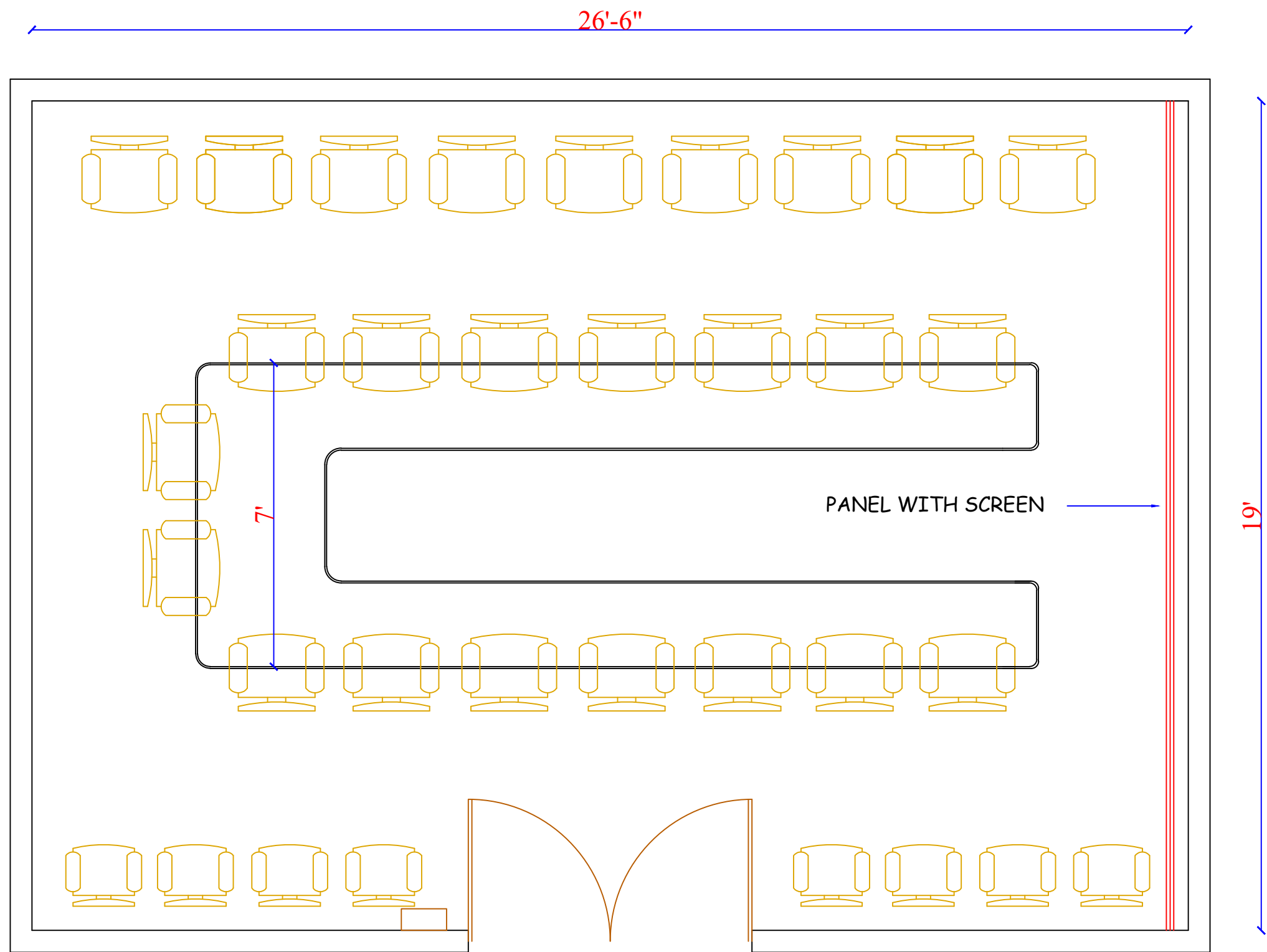
17	TPN DB	LEGRAND/SCHNEIDER /MERLIN GERIN/SIEMENS/HAVELLS/INDO-ASIAN/ ABB / L&T <i>Note: TPN DB and all components fitted therein have to be of same make.</i>
18	7 Segment DB	LEGRAND/SCHNEIDER /MERLIN GERIN/SIEMENS/HAVELLS/INDO-ASIAN/ ABB / L&T <i>Note: DB and all components fitted therein have to be of same make.</i>
19	Modular switches/Socket/Box	LEGRAND/ SCHNEIDER / CRABTREE / IndoAsian / Havells
22	GI Box	LEGRAND/ SCHNEIDER / CRABTREE / Indo Asian/Havells
23	Metal enclosure for MCB	Legrand/Schneider/ Siemens/Indo Asian/L&T/ HAVELLS/ABB.

Note 1: Contractor should restrict to the makes specified above. In case of urgency, operational exigencies, difficulty in procuring or obsolescence, other equivalent makes may be approved. Such equivalents however, may be used only with the prior written approval of OIL's Engineer, furnishing proper justification and relevant specifications of the proposed item/items.

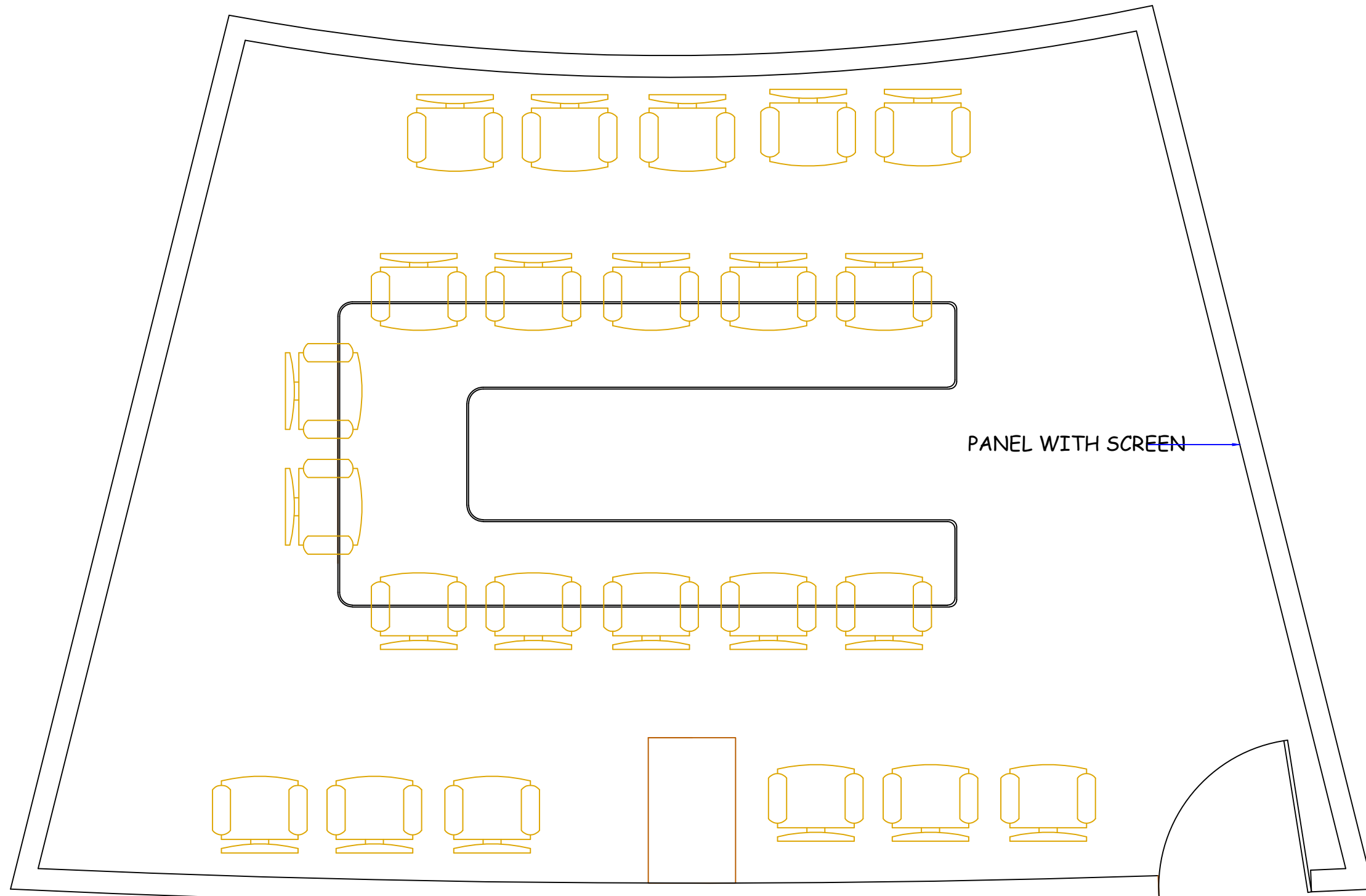
Note 2: Any other item not specified in the above shall be used only after prior approval from OIL's Engineer

Note 3: Certain items shall be installed as one integral unit, as per specification in SOQ (like MCB, RCBO and MCB DB; or MCB and metal box, or VTPN). In such cases, the make shall be the same for all items within that integral unit.

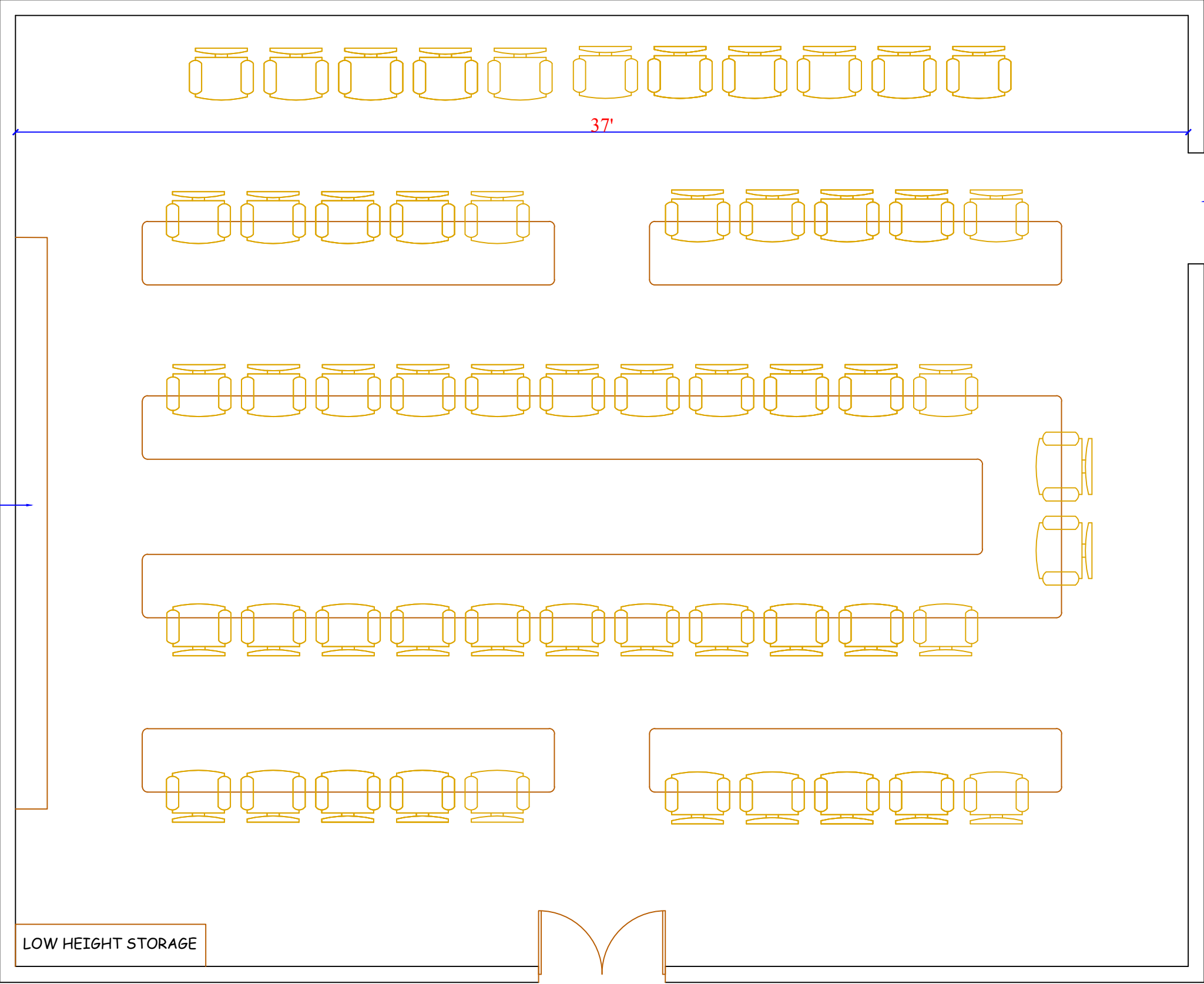
Note 4: Wherever BEE Star marked devices (lamps, fans, etc) are available, they shall be preferred.



BUSINESS CONFERENCE ROOM
33 PERSON SITTING



COPRPORATE OFFICE CONFERENCE ROOM
23 PERSON SITTING

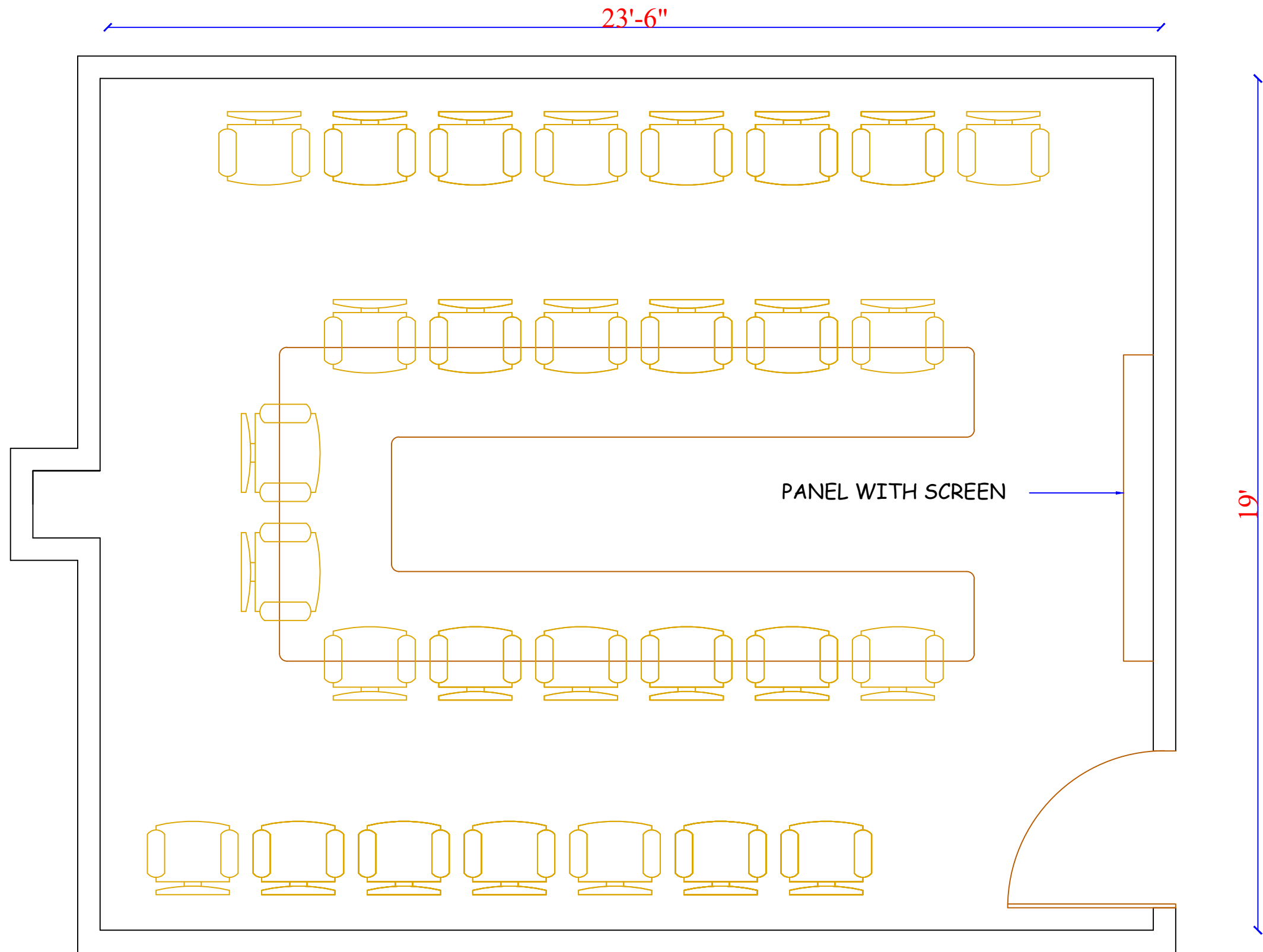


DIGITAL SCREEN

EMERGENCY EXIT

LOW HEIGHT STORAGE

FEILD CONFERENCE ROOM
55 PERSON SITTING



RCE'S CONFERENCE ROOM
29 PERSON SITTING

SOQ FOR AUDIO VISUAL EQUIPMENTS**ANNEXURE-V**

Sr. No	ITEMS	UoM	Qty
1	136-inch ACTIVE LED SCREEN	Piece	1
2	86-inch Display	Piece	6
3	Wall mount for above display	Piece	3
4	55-inch Display	Piece	1
5	Tilted floor stands for the above display	Piece	1
6	Cable cubby	Piece	5
7	4x2 Switcher	Piece	1
8	6ft HDMI patch cable	Piece	16
9	12ft HDMI patch cable	Piece	5
10	35ft HDMI patch cable	Piece	8
11	50ft HDMI patch cable	Piece	1
12	Twisted Pair Transmitter	Piece	9
13	Twisted Pair Receiver	Piece	9
14	USB patch cable	Piece	2
15	HDMI adaptor	Piece	8
16	Tablet Monitor	Piece	4
17	VC DEVICE TYPE 1	Set	1
18	USB BASED SPEAKER TRACKING CAMERA	Set	1
19	VC DEVICE TYPE 2	Set	3
20	5-meter USB-C to USB A cable	Piece	2
21	gooseneck microphone	Piece	26
22	Handheld Microphone System	Set	2
23	Lapel Microphone System	Set	2
24	12x8 DSP Processor with AEC	Piece	3
25	Ceiling speakers	Pair	4
26	Four Channel Amplifier - 200 Watts Per Channel	Piece	2
27	Tablet for touch control	Piece	1
28	Sleeve for Ipad + Base Station	Piece	1
29	Access point	Piece	1
30	Network Switch	Piece	1
31	Control processor	Piece	1
32	Microphone bulk cable	Per meter	700
33	Stereo Audio / Control Cable	Per Meter	200
34	14 AWG, Speaker Cable	Per Meter	400
35	Shielded Cat6 cable	Per Meter	200
36	Equipment rack	Piece	1
37	Installation and commissioning, User Training, Documentation and Manuals and Handover.	Job	1

TECHNICAL SPECIFICATION

Item No.1 136" ACTIVE LED SCREEN

Sl. No.	Technical Specification	
1	Size of LED Screen	Min. 140"(+/- 5") diagonal in 16:9 Aspect
2	Minimum Total Resolution of Screen	1920 x 1080 , Full HD or more
3	Design	16:9 Aspect ratio
4	Brightness (Typ)	500 nit or better with Auto Brightness Feature
5	Brightness Uniformity	98% or More
6	Contrast ratio (Typ)	3000 : 1 or More
7	Color processing depth	Min. 16 bit or More
8	Viewing angle	160° & 160° more (Horizontal & Vertical)
9	LED Controller	Original OEM LED Controller of Same OEM embedded inside LED
10	Inbuilt Connectivity Ports in Screen	3 x HDMI, 1X DP, 1 x USB, Control Port, Audio out
11	Input Voltage & Power Requirement	230V, 50Hz, Single power Cable Connectivity, Standby Mode for Power Saving
12	Easy Operation	Remote Control and Buttons on Screen for Easy Control & operation
13	Maintenance access	Front
14	Speakers	Built in Speakers
15	Dust Protection from Front	IP30
16	Wireless Connectivity	In-built screen sharing capability through USB Based Wireless Dongle from Windows/Mac PC, In-built provision of connecting 4 nos. of Wireless Dongles at the sametime.

ITEM NO.2 86 INCH DISPLAY

Sl. No.	Technical Specification		
1	Panel	Screen Size	55"
2		Aspect Ratio	16:09
3		Native Resolution	3,840 x 2,160 (UHD)
4		Brightness (cd/m2)	500 nit
5		Color Depth	10 Bit
6		Operation Hours (Hours / Day)	24x7
7	Connectivity	Input	HDMI (3), DP, DVI-D, Audio, USB 2.0 (2)
8		External Control	RS232C In/out (4 Pin Phone-Jack), RJ45 (LAN) In, IR In
9	Key Feature	Internal Memory (8 GB), Built-in Wi-Fi, Temperature Sensor, Auto Brightness Sensor, USB Plug & Play, Smart Energy Saving	
10	Power	Power Supply	100-240V~, 50/60Hz

11		Power Type	Built-In Power
12	Special Feature	Tilt (Facedown)	Yes (Max. 30°)
13		IP Rating	IP5X

ITEM NO 3. WALL MOUNT FOR THE ABOVE DISPLAY

SL	Technical Specification		
03	Type	Necessary Wall mount for all the screens	

ITEM NO.4 55 INCH DISPLAY

Sl. No.	Technical Specification		
1	Panel	Screen Size	55"
2		Panel Technology	IPS
3		Aspect Ratio	16:09
4		Native Resolution	3,840 x 2,160 (UHD)
5		Backlight Unit Type	Direct
6		Brightness (cd/m2)	500 nit
7		Color Depth	10 Bit
8	Connectivity	Input	HDMI (3), DP, DVI-D, Audio, USB 2.0 (2)
9		External Control	RS232C In/out (4 Pin Phone-Jack), RJ45 (LAN) In, IR In
10	Key Feature	Internal Memory (8 GB), Built-in Wi-Fi, Temperature Sensor, Auto Brightness Sensor, USB Plug & Play, Smart Energy Saving	
11	Power	Power Supply	100-240V~, 50/60Hz
12		Power Type	Built-In Power
13	Special Feature		
14		IP Rating	IP5X

ITEM NO. 5 TILTED FLOOR STAND FOR THE ABOVE DISPLAY

SL	Technical Specification		
03	Type	Tilted floor standing display stand compatible with the above 55inch display.	

ITEM 6 CABLE CUBBY

SL	Technical Specification		
03	Type	Easy access to cables; Black in color; Pass through holes for HDMI and network cable; Compact size with square bezel 121 mm X 121 mm; Unswitched AC outlet.	

ITEM 7: 4X2 HDMI SWITCHER

SL	Technical Specification	
04		HDMI Matrix Switcher with 4x Input, 2x Output; Resolution Support: 4K@60 with 4:4:4 Chroma sampling; Data Rate: Min 18 Gbps; Inputs: 4x HDMI; Outputs: 2x HDMI, with min 2 or more analog audio; Control: RS232/Ethernet

Item No 8 6FT HDMI PATCH CABLE

SL	Technical Specification	
1	Cable Length	6 Feet
2	Signal Type	HDMI 2.0
3	Video Data rate support	18 Gbps or better
4	Supported Resolution	4K or more
5	Connector Type	Gold plated contacts

Item No 9 12ft HDMI CABLE

SL	Technical Specification	
1	Cable Length	12 Feet
2	Signal Type	HDMI 2.0
3	Video Data rate support	18 Gbps or better
4	Supported Resolution	4K or more
5	Connector Type	Gold plated contacts

ITEM NO 10 35 FT HDMI CABLE

S. no.	Technical Specification	
1	Resolution Support	Up to 4K (4096x2160) @ 60 Hz, UHD (3840x2160) @ 60 Hz
2	Cable	Should have an active circuitry in the cable to convert the video signal to fiber and transmit
3	Signal Type	HDMI 2.0
4	Video Data rate	18 Gbps or better
5	Connector Type	Gold plated
6	Conductors	Multi-mode Fiber and Tinned copper
7	Length	35 feet or more

ITEM NO.11 50 FT HDMI CABLE

S. no.	Technical Specification	
1	Resolution Support	Up to 4K (4096x2160) @ 60 Hz, UHD (3840x2160) @ 60 Hz
2	Cable	Should have an active circuitry in the cable to convert the video signal to fiber and transmit
3	Signal Type	HDMI 2.0

4	Video Data rate	18 Gbps or better
5	Connector Type	Gold plated
6	Conductors	Multi-mode Fiber and Tinned copper
7	Length	50 feet or more

ITEM NO 12 TRANSMITTER

Sl. No.	Technical Specification	
1	Video Input	1x HDMI 1.4 or better
2	Video Output	Twisted pair on RJ 45 port
3	Resolution Support	4K or more with minimum 10.2 Gbps data rate on single port
4	Transmission distance	70 Meters or more over twisted pair cable
5	Audio Input	1 or more analog stereo, balanced/unbalanced
6	RS-232 support	1x RS-232, bidirectional, pass-through
7	IR Support	1x IR, bidirectional, pass-through
8	HDCP	HDCP 2.3 Compliant or better
9	EDID	Should support EDID pass-through
11	Signal Transmission	Audio, video, control, and power or better
12	Audio Output	Transmits analog stereo audio over the TP cable to the receiver or better
13	LED indicators	Provide power and signal presence indicator on front panel
		Provide link and signal indicators on RJ-45 port
15	Plenum rating	Rated for smoke and heat release for installation in plenum space
16	Remote power	Transmitter should support both local power supply and direct remote powering from receiver
17	DDC	Active buffering of DDC channels
18	CEC	Should support CEC pass-through
19	Operating Temperature	Should be operational upto 45 °C temperature
20	Compliance	CE, c-UL, UL
21	RoHS	Adhere to RoHS directive to prevent the risks posed to human health and the environment from hazardous substances
22	Approved makes	Extron/ Vaddio/ Marshall

ITEM NO 13 RECEIVER

SL no.	Technical Specification	
1	Video Input	Twisted pair on RJ 45 port
2	Video Output	1x HDMI 1.4 or better
3	Resolution Support	4K or more with minimum 10.2 Gbps data rate on single port
4	Transmission distance	70 Meters or more over twisted pair cable
5	Audio Output	1 or more analog stereo, balanced/unbalanced
6	RS-232 support	1x RS-232, bidirectional, pass-through
7	IR Support	1x IR, bidirectional, pass-through
8	HDCP	HDCP 2.3 Compliant or better

9	EDID	Should support EDID pass-through
10	Signal Transmission	Audio, video, control, and power or better
11	Audio Input	Receives analog stereo audio over the TP cable from the transmitter
12	LED indicators	Provide power and signal presence indicator on front panel Provide link and signal indicators on RJ-45 port
13	DVI support	Support HDMI to DVI-D cables or adapters
14	Remote power	Receiver should support both local power supply and direct remote powering
15	DDC	Active buffering of DDC channels
16	CEC	Should support CEC pass-through
17	Operating Temperature	Should be operational upto 45 °C temperature
18	Compliance	CE, c-UL, UL
19	RoHS	Adhere to RoHS directive to prevent the risks posed to human health and the environment from hazardous substances
20	Approved Makes	Extron/ Vaddio/ Marshall

ITEM NO 14 USB PATCH CABLE

SL	Technical Specification	
1	Cable Length	5 meter USB Cables

Item No.15 HDMI adaptor

SL	Technical Specification	
1	Type	HDMI (F/F) Gender Changer converter

Item No.16 Tablet Monitor

SL	Technical Specification	
1	Required Specification	23.8" tablet monitor; Pen and touch enabled; HD resolution; 178° x 178° viewing angle; Brightness: 210 cd/m2 or better; Contrast ratio 900:1 or better; Colors depth: 16.7 million or better; Aspect ratio: 16:9; Along with Patented cordless, battery - free pen with 1024 levels of pressure sensitivity for premium signing/writing experience; DVI interface port

ITEM NO 17 VIDEO CONFERENCING DEVICE TYPE 1

Sr. No.	Technical Specification	
1	Basic requirement	The proposed system must support PAL/equivalent with PTZ camera. The codec must be based on ITU standards & hardware based. No software based solution will be accepted. All components of the VC system like Codec, Camera, Microphones and Wireless Remote Control/Touch Control Panel should be from the same OEM.

2	Package	Full HD 1080p60 PTZ Camera, Codec, Microphone Array, Cables and Wireless Remote Control/Touch Control Panel
3	Video Standards and Resolutions	<p>It should support H.323 & SIP standards for communications.</p> <p>It should support interoperability and bandwidth saving using video compression H.264 AVC, H.264 High Profile, H.265</p>
4	Content Standards and Resolutions	<p>It should support both wired and wireless content sharing using standard based H.239 and BFCP. It should also support audio from PC used for content sharing.</p> <p>It should transmit both people and content both simultaneously to the far end location at 1080p 30fps</p> <p>It should support inbuilt feature for wireless content sharing using Airplay and Miracast technology without downloading any application on the user device.</p> <p>It should transmit content to the far end location at 4K15fps.</p> <p>It should support Content Annotation and WhiteBoarding capability when connected to Touch Display.</p>
5	Audio Standards and Features	<p>It should support G.711, G.728, G.729A, G.722, G.722.1, G.719 or better</p> <p>It should support 20kHz or better bandwidth with crystal clear audio and stereo sound.</p> <p>Automatic Gain Control and Automatic Noise Suppression</p> <p>Keyboard Noise Reduction and NoiseBlock</p>
6	Video and Audio Inputs	<p>1 x HDMI/HDCI input for connecting main Full HD camera</p> <p>1 x HDMI input to share 4K/Full HD content from PC/Laptop/Document camera/PTZ Camera.</p> <p>2 x USB input to connect additional USB based PTZ camera from same OEM to capture whiteboard and lecturer/presenter.</p> <p>3 x Microphone Inputs or more with support for minimum 3 digital omnidirectional mics. The bidder needs to quote 1 microphone with 360 degree coverage from day one with mute/unmute soft touch button on the microphone.</p> <p>1 x RCA/3.5mm stereo line-in</p>
7	Video and Audio Outputs	<p>2 x HDMI output for connecting primary and secondary 4K(UHD)/Full HD displays.</p> <p>2 x USB for connecting to two touch display</p> <p>1 x RCA/3.5 mm stereo line-out</p>
8	Other Interfaces	<p>1 x 10/100/1000 Ethernet port</p> <p>1 x USB to support system software upgrade</p> <p>Bluetooth 5.0 and WiFi 802.11a/b/g/n/ac (MIMO) for Wireless Content Sharing for Guests using their Smartphones and Tablets (Android and iOS)</p> <p>1 x RS-232 Serial Port or equivalent port for connecting to external RS-232 controller</p>
9	Camera	<p>1/2.33" CMOS sensor or better with atleast Horizontal field of view : 65°</p> <p>The camera should support minimum 10X Optical Zoom, PAN +/-100°, Tilt +20/-30° & minimum 10 camera presets.</p>

		The camera supplied should be connected to VC codec over a single cable for camera PTZ control, video out and power to avoid cable clutter.
10	Network Features	H.323 and SIP bandwidth supporting up to 6 Mbps or more.
		Must support IPv4 and IPv6 from day one on both H.323 and SIP.
		Auto Gatekeeper Discovery, Lost Packet Recovery (LPR) technology, IP Precedence and DiffServ, Configurable MTU size
11	USB Device Mode	The system should have inbuilt functionality to use the VC system as an external camera and microphones when connected to a Laptop/PC over a single USB cable without using any external hardware components to connect to any Cloud Based VC platform like Cisco Webex, Zoom, BlueJeans, Microsoft Teams, Google Meet, etc.
12	Security	Media Encryption (H.323, SIP): AES-128, AES-256, H.235.6 support
		Authenticated access to admin menus, web interface and APIs
		Local account password policy configuration
		Global Directory/Centralized Directory/LDAP support
13	Other Standards/features	H.460.18, H.460.19, SSL, TLS

ITEM NO.18 USB BASED SPEAKER TRACKING CAMERA

Sr. No.	Technical Specification	
1	Camera	It should be dual lens 4K camera with minimum 20 MP sensor and 7x Digital Zoom
		It should have a field of view of 120 degree
2	Camera Capability	It should able to do automatic speaker tracking as well as group framing up to a distance of 25 feet
	Audio Capability	It should have minimum 4 beamforming microphones supporting frequency range from 120 Hz to 16 kHz
3	Interface	It should have minimum 1 x USB-C and 1 x Ethernet port
4	OS Support	It should be compatible with Windows 10
5	Additional feature	It should support PoE and should have integrated motorized privacy cover

ITEM NO 19: VIDEO CONFERENCING TYPE 2

Sl. No.	Technical Specification	
1	Basic requirement	The proposed system must be an all-in-one video bar consisting of Integrated - Cameras, Codec, Speakers, Microphones and Wireless Remote Control/Touch Control Panel. The system must be based on ITU standards & hardware based. No software based solution will be accepted.

2	Package	It should be All-In-One Video Bar (with Integrated Microphones, Speakers, Dual 4K Camera with Privacy Cover/Shutter) and Wireless Remote Control/Touch Control Panel.
3	Video Standards and Resolutions	It should support H.323 & SIP standards for communications.
		It should support interoperability and bandwidth saving using video compression H.264 AVC, H.264 High Profile, H.265
		It should support 4K30 fps, 1080p30 fps, 720p 30 fps.
4	Content Standards and Resolutions	It should support both wired and wireless content sharing using standard based H.239 and BFCP. It should also support audio from PC used for content sharing.
		It should transmit content to the far end location at 4K15fps.
		It should support inbuilt feature for wireless content sharing using Airplay and Miracast technology without downloading any application on the user device.
		It should support Content Annotation and WhiteBoarding capability when connected to Touch Display.
5	Audio Standards and Features	It should support G.711, G.728, G.729A, G.722, G.722.1, G.719 or better
		It should support 20 kHz or better bandwidth with crystal clear audio and stereo sound.
		Keyboard Noise Reduction and NoiseBlock
6	Video and Audio Inputs	1 x HDMI input to share 4K/Full HD content from PC/Laptop/Document camera/PTZ Camera.
		1 x USB input to connect additional USB based PTZ camera from same OEM to capture whiteboard/presenter.
7	Video and Audio Outputs	2 x HDMI output for connecting primary and secondary 4K(UHD)/Full HD displays.
8	Other Interfaces	1 x 10/100/1000 Ethernet port
		1 x USB to support system software upgrade
		Bluetooth 5.0 and WiFi 802.11a/b/g/n/ac (MIMO) for Wireless Content Sharing for Guests using their Smartphones and Tablets (Android and iOS)
9	Camera	The camera should support automatic speaker framing and group framing.
		The camera system should have dual cameras with 20 megapixel 4K sensors and 7x Digital Zoom or more. Integrated, motorized privacy shutters.
		The camera system should automatically scan the room and seamlessly command the cameras to appropriately frame the users/speaker during a call without any manual intervention upto a range of 25 feet or more.
		Video Conference Camera and Codec should be controlled using same remote control/touch panel.
10	Microphone and Speaker	Inbuilt Microphones and Stereo Speakers
		Optional external expansion microphone with mute/unmute button availability.
11	USB Device Mode	The system should have inbuilt functionality to use the VC system as an external camera and microphones when connected to a Laptop/PC over a single USB cable without using any external hardware components to connect to any

		Cloud Based VC platform like Cisco Webex, Zoom, BlueJeans, Microsoft Teams, Google Meet, etc.
12	Network Features	H.323 and SIP bandwidth supporting up to 6 Mbps or more. Must support IPv4 and IPv6 from day one on both H.323 and SIP. Auto Gatekeeper Discovery, Lost Packet Recovery (LPR) technology, IP Precedence and DiffServ, Configurable MTU size
13	Security	Media Encryption (H.323, SIP): AES-128, AES-256, H.235.6 support Authenticated access to admin menus and web interface access Local account password policy configuration Global Directory/Centralized Directory/LDAP support
14	Other Standards/features	H.460.18, H.460.19, SSL, TLS

ITEM NO 20 5 METER USB CABLE

SL	Technical Specification	
1	TYPE	5 meter USB-C to USB A Cable compatible with the above VC

ITEM NO.21 GOOSENECK MICROPHONE

SL	Technical Specification	
1	Type	Condenser 45.7cm / 18 inch Gooseneck
2	Polar Pattern	Cardioid
3	Maximum SPL	124.2 dB
4	Frequency Range	50 Hz – 17 kHz
5	Dynamic Range 1 k Ω load at 1 kHz	96.2 dB 100 dB at 0 gain
6	Sensitivity	-35 dBV/Pa (17.8 mV)
7	Equivalent Output Noise	28 dB SPL
8	Signal-to-Noise Ratio	66 dB
10	Preamplifier Output Clipping Level 1% THD	-6 dBV (0.5 V)
12	Mute Switch Attenuation	-50 dB minimum
14	Environmental Conditions	Operating temperature range: -18° – 57° C Relative humidity: 0 – 95%
15	Feature	Cardiod, 45.7cm / 18 inch Gooseneck , Green LED at the bottom, bottom cable exit, preamp,black, 3-pin XLR Connection, Mute Switch
16	Approved makes	Shure ,Senheiser,Beyerdynamic

ITEM NO.22 HANDHELD MICROPHONE

SL	Technical Specification	
1	Type	wireless Shure vocal handheld microphone
2	Handheld Module	Cardiod dynamic Power and battery status LED, Adjustable gain control, Quick & easy frequency matching, 2 AA batteries provide up to 14 hours of continuous use, 300 feet (91 m) operating range (line of sight)
3	Pickup Patten	Cardiod
4	Microphone Frequency	60–15,000 Hz
5	Transmitter RF Output Power:	10 mW
6	Available Frequencies	524–865 MHz
7	Operating Range	300 ft (91 m) line of sight
8	Dynamic Range	100 dB
9	System Distortion	0.5% THD
10	Maximum Output Level	,-27 dBV (XLR, mic level),-13 dBV (1/4")
13	Wireless reciever	Up to 12 compatible systems per frequency band. Microprocessor-controlled internal antenna diversity One-touch QuickScan frequency selection quickly locates the best frequency, 1/4" and XLR audio outputs, Adjustable output level, Removable antennas for quick, antenna distribution, LCD display with detailed RF and audio metering, Rugged metal construction, rack mount hardware included
15	Approved makes	Shure ,Senheiser,Beyerdynamic

Item No.23 LAPEL MICROPHONE SYSTEM

SL	Technical Specification	
1	Type	wireless Shure vocal Lavalier microphone
2	Module	Cardiod dynamic Power and battery status LED, Adjustable gain control, Quick & easy frequency matching, 2 AA batteries provide up to 14 hours of continuous use, 300 feet (91 m) operating range (line of sight)
3	Pickup Patten	Cardiod
4	lavailer Frequency range	60hz – 12khz
5	Transmitter RF Output Power:	10 mW
6	Available Frequencies	524–865 MHz
8	Dynamic Range	100 dB
9	System Distortion	0.5% THD
10	Maximum Output Level	,-27 dBV (XLR, mic level),-13 dBV (1/4")
11	Connector Type	XLR and 1/4" (6.3 mm) unbalanced

12	Operating Temperature Range	, -18°C (0°F) – +50°C (122°F)
13	Wireless reciever	Up to 12 compatible systems per frequency band. Microprocessor-controlled internal antenna diversity One-touch QuickScan frequency selection quickly locates the best frequency, 1/4" and XLR audio outputs, Adjustable output level, Removable antennas for quick, antenna distribution, LCD display with detailed RF and audio metering, Rugged metal construction, rack mount hardware included
15	Approved makes	Shure ,Senheiser,Beyerdynamic

ITEM NO.24 12X8 DSP PROCESSOR WITH AEC

S. no.	Required Specification	
1	General Description	12 mono, mic/line, inputs and 8 outputs Audio Digital Signal Processor with Audio Expansion and USB audio interface
2	Audio Inputs	12 mono, mic/line, balanced/unbalanced inputs with AEC (acoustic echo cancellation)
3	AEC tail length	>200 msec
4	Phantom power	+48V phantom power on 8 inputs.
5	Audio Outputs	8 mono line level output balanced/ unbalanced
6	A/D & D/A Conversion	24-bit/48 kHz analog-to-digital and digital-to-analog converter
7	Processing Elements	Mixers: standard, automatic, matrix, parametric, Equalizers, feedback suppresser, HPF, LPF, leveler, limiter, ducker, Delays, AEC
8	Signal to Noise Ratio	>105 dB @ maximum output
9	CMRR	>60 Db
10	THD + Noise	<0.01%, 20 Hz to 20 kHz,
11	Monitoring and Control	RS-232/ Ethernet
12	DSP Processing	64-bit floating point
13	Approved makes	Extron/ Meyer Sound/ QSC

ITEM NO 25 CEILING SPEAKER

S. no.	Technical Specification	
1	Type	6.5" Two-Way Ceiling Speaker with 8" ohm
2	Woofers Size	6.5" or bigger woofer
3	Tweeter Size	3/4" or bigger dome tweeter
4	Frequency range	60 Hz to 20 kHz or better
5	Dispersion Angle	106° Conical or better
6	Power handling capacity	45 watts (rms) continuous program or better

7	Nominal sensitivity	82 dB SPL@1 W@1 m or better
8	Nominal impedance	8 ohms
12	Approved makes	Extron/ Meyer Sound/ QSC

ITEM NO 26: AMPLIFIER

S. no.	Technical Specification	
1	Features	Four Channel Amplifier - 100 Watts Per Channel
2	Input Signals	Shall support balanced or unbalanced line level input signals
3	Output	4 Channel amplified output. Per channel 100 Watt at 8 or 4 ohms
4	Input Sensitivity	+4 dBu for balanced input or better
5	Damping Factor	>100 @ 8 ohms or better
6	THD + Noise	0.1% @ 1 kHz
7	S/N Ratio	100 dB, 20 Hz - 20 kHz
8	Amplifier Design	Class D amplifier design
11	Deactivate standby	Input signal of more than -65 dB (\pm 3dB) activates full power mode in less than 100 ms
12	Protection	Multiple circuits for protection activating during output shorts and thermal overload
13	Indicators	Front panel LED indicators for power, standby, signal presence, clip warning, activation of protection circuitry
15	Ripple Suppression	Yes
16	Compliance	CE, UL, Energy STAR
17	Power sequencing	Ultra-low inrush current to avoid power sequencing
19	RoHS	Adhere to RoHS directive to prevent the risks posed to human health and the environment from hazardous substances
20	Approved makes	Extron/ Meyer Sound/ QSC

ITEM NO 27 TABLET FOR TOUCH CONTROL

SL	Technical Specification	
1	Display type	Retina Display or better
2	Screen Size	9.7-inch (diagonal) LED-backlit Multi-Touch display with IPS technology or better
3	Resolution	2048x1536 resolution at 264 pixels per inch (ppi) or better
4	Fingerprint	Fingerprint-resistant oleophobic coating or better
5	Network	Wi-Fi (802.11a/b/g/n); dual channel (2.4GHz and 5GHz) and MIMO or better
6	Bluetooth	Bluetooth 4.2 technology or better
7	Memory	32 GB or better

ITEM NO.28 TABLET SLEEVE AND BASE STATION

SL	Technical Specification	
1	Type	Ergonomically designed Built in wave-guide for redirecting the audio Secure mounting to any wall or metallic surface Table top Mounting with 360 degrees rotation of touchpanel Shall provide Detents for alignment to portrait and landscape orientations

Item No.29 ACCESS POINT

SL	Technical Specification	
27	Technical Specifications	Dual-Band AC1200 (866 + 300 Mbps) or better; Auto Firmware Upgrade; Wi-Fi Bands:2.4 GHz + 5 GHz; Wi-Fi Range: Up to 1,000 sq ft; Number of Ethernet Ports:1 WAN + 4 LAN; Network Standards:802.11a,802.11b,802.11g,Wi-Fi 4 (802.11n),Wi-Fi 5 (802.11ac); Security Features: WPA2 personal , SPI Firewall; Easy Setup: Browser-based setup; LEDs: Connection indicator, Ethernet Ports

Item No.30 Network Switch

SL	Technical Specification	
28	Required Specification	16 Port Gigabit managed Ethernet Switch or better; Gigabit Speeds – 16 x 10/100/1000 ports; Easy to Manage – Web GUI interface; Essential Layer 2 Switching; Switching capacity - 32 Gpbs or better; Packer buffer - 512 Kbits or better; Easy to Deploy; Flash Memory : 8 Mbyte

ITEM NO 31: CONTROL PROCESSOR

S. no.	Technical Specification	
1	General Description	High-performance control processor with a secure, dedicated AV LAN port for managing AV Systems over Ethernet
2	Control Ports	Should have minimum one or more bidirectional RS-232/RS-422/RS-485 serial ports, two or more bidirectional RS-232 serial port, 4 or more relay, 2 or more IR/ serial port, should support Ethernet monitoring and control for upto 25 devices
3	Touch panel / Button panel Support	Yes
4	Memory	At least 1 GB RAM and 8 GB Flash
5	Ethernet Control Data Rate	10/100/1000Base-T, half/full duplex with autodetect
6	Wireless Support	Should include any extra license required for control through wireless mobile device operating on iOS or android being used as primary user interface
7	Ethernet Port	10/100/1000Base-T Ethernet monitoring and control minimum 25 devices

8	Operating Temperature	Should be operational in up to 45°C temperature.
9	Cooling	Convection cooled, no vents
10	Supported Protocols	ICMP, IEEE 802.1X, IPv4, TCP, UDP, DHCP, DNS, HTTP, HTTPS, NTP, SFTP, SMTP, SNMP, SSH
11	Compliance	CE, UL, c-UL
12	Approved makes	Extron/ RTI/ FSR

ITEM NO.32 MICROPHONE BULK CABLE

SL	Technical Specification	
30	Required specification	24 AWG stranded (27x38) Microphone cable or better; High-conductivity bare copper conductors or better; Should have PVC insulation; Bare copper spiral shield (90% coverage) or better; Should have PVC jacket; Operating Temperature Range: -30°C To +60°C or better; Non Plenum; Approved Makes : Extron , Kramer , Belden

ITEM NO.33 STEREO AUDIO / CONTROL CABLE

SL	Parameter	Required Specification
31		22 AWG stranded (7x30) Stereo Audio / Control cable or better; High-conductivity tinned copper conductors or better; Polypropylene insulation or better; Should have PVC jacket; Operating Temperature Range: -20°C To +75°C or better; EU Directive 2011/65/EU (ROHS II) compliant or better; Non Plenum; Approved Makes : Belden , Extron , Eurocable

ITEM NO.34 SPEAKER CABLE

SL	Parameter	Required Specification
32		Multi-Conductor - High-Conductivity Copper Speaker Cable; Twisted Jacketed Connector; 14 AWG stranded (42x30) tinned copper conductors; PVC insulation; PVC jacket; Operating Temperature Range : -20°C To +90°C or better; NEC/(UL) Specification: CL3 or better; AWM Specification : UL Style 2587 (600 V 90°C) or better; CSA Specification : FAS90 or better; EU Directive 2011/65/EU (ROHS II) compliant or better; EU RoHS Compliance or better; Approved Makes : Beldon , Klotz , Eurocable

ITEM NO.35 SHIELDED CAT6 CABLE

SL	Parameter	Required Specification
33		4 Pairs Shielded Twisted Pair screened with tinned copper braiding (S/FTP) Cable; Conductor Metal: 23 AWG Solid Bare Copper or better; Shield Individual Pair: Aluminum/Polyester Foil or better; Screened: Tinned Copper Braiding or better; Color Code: Grey or better; Jacket Material: PVC or better; Cable Diameter : 8.0mm Nominal or better; Verified compliant with TIA/EIA-568C.2 standards by ETL or better; CUL listed or

		better; RoHs compliant or better; Supports Gigabit Ethernet (1000 baseT) standard or better; Approved Makes : Extron , Crestron , D-Link
--	--	---

ITEM NO.36 EQUIPMENT RACK

SL	Parameter	Required Specification
1	Required specification	24U Equipment rack or better; Front Glass Door with locks; Front Glass Door with locks; Side Panels with Latches; Castor wheels with Brakes; Cooling Fans 230VAC, 90CFM; PDU Horizontal 6way (5/15amp sockets) with 3 mtr. Long Cable & 16Amp Plug Top - 2 no or better; 2 no of Fixed Vented Shelf or better; Cable Manager 1U horizontal- Metal

SOQ of Electrical Items for renovation of 4 Nos. Conference Rooms including Director's Room

S/line No	Short Description	Abbreviatd Nomenclature / Description of Item (Supply Installation Testing and Commissioning)	Unit	QNTY
10	Point wiring with 3x1.5 sq. mm	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 multi-stranded copper cable in recess using medium grade ISI approved 25 mm size PVC conduit/casing capping & accessories with suitable PVC junction 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/floor also.	No	237
20	Light plug point wiring with 3x1.5 sq. mm PVC wire	Wiring for light plug point with 3 nos Single core 1.5 sq.mm size FRLS PVC insulated multi-stranded copper cable in recess using medium grade ISI approved 25 mm size PVC conduit/casing capping & 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.	Metre	755
30	Circuit wiring with 3x2.5 sq. mm PVC wire	Wiring for circuit from MCB DB to desired Switch Board with 3 nos Single core 2.5 sq.mm size FRLS PVC insulated multi-stranded copper cable in recess using medium grade ISI approved 25 mm size PVC conduit/casing capping & accessories, (Colour codes: Phase –R/Y/B; Neutral –Black & Earth- Green). Concealed circuit wiring includes laying of PVC conduit in the roof/Wall/floor also.	Metre	270
40	Power wiring with 3 x 4sq.mm PVC wire PVC wire	Wiring for circuit/ Power wiring from MCB DB to desired Switch Board/power point with 3 nos. Single core 4 sq.mm size FRLS PVC insulated multi-stranded copper cable in recess using medium grade ISI approved 25 mm 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/floor also.	Metre	740
50	Circuit Wiring with 3x10.0 sq mm PVC wire PVC wire	Wiring for circuit/ sub main wiring from VTPN/TPN DB to MCB DB with 3 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.	Metre	430
60	Circuit Wiring with 6x16.0 sq mm PVC wire PVC wire	Wiring for circuit/ sub main wiring from Main panel to TPN DB/VTPN DB, DB to MCB DB with 6 nos Single core 16 sq.mm size FRLS PVC insulated copper cable in recess using medium grade ISI approved 32mm size PVC conduit/casing capping & accessories, (Colour codes: Phases - R/Y/B; Neutral –Black & 2 Nos Earth- Green)).Concealed sub main wiring includes laying of PVC conduit in the roof/Wall also.	Metre	360
70	3 Module Switchboard	Supply and Fixing of 4 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. Complete with Modular type Frame Plate with matching Cover Plate suitable 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: 3 C- Size of opening: 1M Internal connection of wire is included in the item.	No	18

80	8 Module Switchboard	Supply and Fixing of 8 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 pretreated, 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. Complete with Modular type Frame Plate with matching Cover Plate suitable 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 Internal connection of wire is included in the item.	No	18
90	6 A S/Socket	Supply and Fixing of 3 module GI box with modular frame plate and cover plate 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, 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.	No	101
100	16 A S/Socket	Supply and Fixing of 3 module GI box with modular frame plate and cover plate 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 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.	No	21
110	20 A Metallic Switch Socket with RCBO	Supply and Fixing of recess type 20A metallic plug/socket DB complete with 20A Plug and Socket and 20 A or 25A DP RCBO, 30 mA sensitivity for AC.	No	16
120	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.	No	237
130	Modular type blanking plate	Supply and Fixing of Modular Blank Plate matching with modular switch boxes.	NO	41
140	2' x 2' LED Recessed fitting	Supply and Fixing of Recessed type 35 to 38 W LED CRCA powder coated luminaire complete with all mounting accessorioies for fixing in the POP type ceiling including supplying, fixing arrangment and connection with 3x1.5 sq. mm FR PVC insulated,copper conductor, single core cable and earthing etc. as required.Minimum output Lumen shall be 3200 and colour temperature shall be 5500K to 6500K.Driver shall be external. Efficacy shall be more than 90%. Power factor>0.9, THD < 10% , IEC Compliant for safety.	No	69

150	Suspended /recess type LED Down Lighter	Supply and Fixing of LED Recess mounted Downlight with pressure die-cast aluminium luminaire in powder coated white finish with drop down PC diffuser with optimized heat sink for efficient heat dissipation and separate replaceable electronic driver.Minimum output Lumen shall be 1800 and colour temperature shall be 5500K to 6500K	No	54
160	Single phase 63 A MCB DB, 16 way-double door	Supply,Installation,Testing & commissioning of 16 WAY SPN MCB DB with double door , single pole and neutral, sheet steel, MCB distribution board, 240 volts, on surface , complete with 100 A tinned 12 way copper busbar, 12 way neutral busbar, 12 way earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required.DB shall have following as incomer :63 A RCBO, sensitivity 30mA -1 nos.Outgoings are 10 A MCB ,C curve-6 nos,20 A MCB,C curve- 6 nos.Make of RCBO, MCBs and box shall be of same make. All accessories like Lugs/Thimble etc .required for installation shall be supplied by Contractor.	No	4
170	3 Phase 8 way TPN DB	<u>Supply,Installation,Testing & commissioning of 3 phase 8 way 63A MCB DB:</u> 3 phase 8 way TPN prewired MCB DB Acrylic door 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 MCB/Isolator/RCCB/RCBO as incomer and SP MCB as outgoing, supplied with wire set and MCBs. Wires shall be FRLS copper single core cables of sufficient capacity. DB shall have protection against mechanical impact, minimum protection index shall be IK 09 with acrylic door of IEC-62262 and Ingress protection of IP43. Limiting dimensions of DB shall be: front side length with door: 700 mm, breadth: 500 mm and depth 70 mm. Knockouts on the top shall be of following dimensions: 1 no., 32 mm dia; 8 nos., 25 mm dia. Knockouts on 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. Part 1:DB shall have 63 A, 30 mA RCBO as incomer as per IS: 12460 with latest ammendments, <u>Part 2.</u> Outgoing distribution in each phase shall consist of 8 nos. of MCB (4 nos. of 10 A and 4 nos. of 20 A MCB), all C curve, 10 KA capacity; total no. of MCBs in DB- 24 nos. All MCBs shall be as per IS/IEC 60947-2.	No	6
180	3 Phase 8 way VTPN DB	Supply, Installation, Testing & commissioning 160 A, 8 W, VTPN MCB DB Supply of 3 Phase, 8 WAY, vertical TPN MCB DB, as per the following specifications: A. Incoming: a. 160 A Thermal adjustable MCCB: 1 no. b. Rating: 4 pole, 160 A, 25kA, 50Hz, 415VAC c. Protection: Thermal and Magnetic Protection B. Outgoing Feeders: a. 63 A TP C curve MCB: 4 nos. b. 63 A SP C curve MCB: 12 nos. c. All outgoing MCBs shall be‘C’ curve, 240v AC, 10kA breaking capacity, with DMC housing, suitable for class-II tropicalisation (as per IEC) & approved by ISI or IEC. MCBs shall have integrated label holder, biconnect upper & lower terminals & air channels for low temperature rise. C. Bus bar: 250 A, Tinned Copper D. Constructional details of DB: DB shall be as per IS-8623 with latest amendment. DB shall have external earth terminal & mounting holes. Cable ties & wire leads for wiring incomer MCCB to respective phase & neutral buses shall be supplied and wired with single core 35 sqmm stranded copper cable with tinned copper lugs. Enclosure shall be IP-43& IK-09 with double door. DB shall have detachable cable entry gland plate on top and bottom side for keeping spare length of cables. All wires inside DB shall have ferrules for identification of circuit number. All unused openings shall be fitted with	No	2

190	250 mm X 250 mm X 48 mm deep metal box	Supply and fixing of Metal box of 250 mm X 250 mm X 48 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required.	No	14
200	155 mm X 150 mm X 48 mm deep	Supply and fixing of Metal box of 150 mm X 150 mm X 48 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required.	No	18
210	3.5C x 70mm sq PVC/XLPE ARMOURED Al Cable	Supply & laying of 3.5x70 mmsq PVCA 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.	Meter	300
220	1C x 25 mmsq PVC/XLPE Al cable	Supply & laying of 1x25 mmsq PVC 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.	Meter	300
230	Supplying and fixing of Call bell	Supplying and fixing of Call bell (Buzzer) including 5/ 6 amp capacity button piano type bell push switch including connection as approved by the Deptt.)as required.	No.	10
240	Supplying fitting fixing of cable Tray/rack	Supplying fitting fixing of cable tray / rack with all necessary supporting clamp ,cable tie , jointing clips etc	Rm	200
250	Dismantling of old Electrical items in all 4 Nos. Conference Rooms and Corporate Office	Dismantling of existing Electrical items like DBs, Light and fan fittings, wiring materials like SB, ceiling rose, wires and cables, battens, casing capping, conduits, sockets and other accessories related to Electrical wiring and storing/stacking of the items in a demarketed place. Cleaning of the site to make suitable for re-wiring work.	AU	1
260	Adjustable 360 Degree LED Cob Light	Supply and Fixing of Adjustable 360 Degree LED Cob Light complete with all mounting accessorioies for fixing in the POP type ceiling including supplying, fixing arrangment and connection with 3x1.5 sq. mm FR PVC insulated,copper conductor, single core cable and earthing etc. as required. Minimum output Lumen shall be 1800 and colour temperature shall be 5500K to 6500K.	No	18