

OIL INDIA LIMITED

(A Govt. of India Enterprise)
P.O. Duliajan, Dist - Dibrugarh
Assam, India, PIN-786602

CONTRACTS DEPARTMENT

TEL: (91) 374-2800548

E-mail: <u>contracts@oilindia.in</u>
Website: www.oil-india.com
FAX: (91) 374-2803549

FORWARDING LETTER

<u>Sub</u>: WORKS CONTRACT IFB No. CDO9017P22 – Hiring of Services for Renovation of Auditorium and Conference Room of Drilling Department at New Industrial Area.

Dear Sir(s),

- **1.0** OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for Hiring of Services for Renovation of Auditorium and Conference Room of Drilling Department at New Industrial Area. 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.	:	CDO9017P22
(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 (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum 120 (One Hundred Twenty) days from Bid Opening 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 (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	45 (Forty Five) days from the date of issue of Letter of Award (LOA)
(x)	Bid Security/EMD Amount	:	Not applicable
(xi)	Bid Security/EMD Validity	·	Not applicable
(xii)	GeM Availability Report and Past Transaction Summary	:	Not applicable for Works Contract
(xiii)	Original Bid Security to be submitted	•	Office of GM-CONTRACTS (HoD), CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xiv)	Amount of Performance Security	:	3% of Contract value. Refer Clause No. 23.0 of Instruction to Bidder (ITB)
(xv)	Validity of Performance Security	:	90 (Ninety) days beyond the defect liability period.
(xvi)	Location of job		Drilling Department, New Industrial Area, Oil India Limited, Duliajan
(xvii)	Duration of the Contract	:	14 (Fourteen) months
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Clause No. 30.0 of General Conditions of Contract (GCC)
(xix)	Bids to be addressed to	·	GM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xx)	Pre-Bid conference	:	Not Applicable
(xxi)	Last Date of receipt of Queries	:	Not Applicable

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

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

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.

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

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

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

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

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

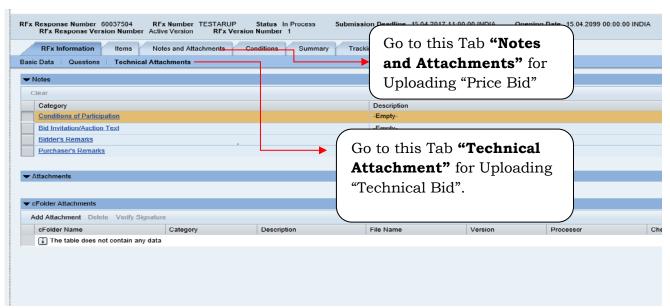
- **3.2** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- **3.2.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site https://etender.srm.oilindia.in/irj/portal.
- **3.2.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

- **3.3** Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.
- **3.4** The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).
- **4.0** Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST)** (Server Time) on the date as mentioned and will be opened on the same day at **2.00 PM** (IST) (Server Time) at the office of the GM-Contracts (HoD) in presence of the authorized representatives of the bidders.
- **5.0** The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.
- **6.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- **7.0** Conditional bids are liable to be rejected at the discretion of the Company.
- **8.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.
- **8.1** In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.
- **8.2** In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, Email and telephone numbers of the owners in general and Karta in particular and GSTIN number.
- **8.3** In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.
- **8.4** In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.
- **8.5** In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or

persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

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

9.0 SCREEN SHOTS

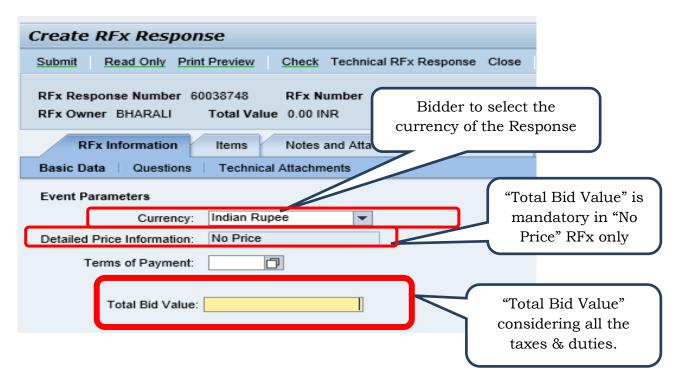


On "EDIT" Mode, bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above:

Note:

- * The "**Technical Bid**" shall contain all techno-commercial details **except the prices**.
- ** The "**Priced bid**" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.
- 10.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, Bidders must upload their pricing as per the "Price Bidding Format" under "Notes & Attachment". Additionally the bidders must fill

up the <u>on-line field "Total Bid Value"</u> under Tab Page "**RFx Information**" with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



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

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

- **11.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.
- **12.0** The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.
- **13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- **14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to

such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX.**

- **15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- **16.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/contract.
- **17.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- **18.0** OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED
(ZOOM DAS)
SENIOR CONTRACTS OFFICER
For GM (CONTRACTS) (HoD)

Date: 07.12.2021 For RESIDENT CHIEF EXECUTIVE

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

- 1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) 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:
 - a) A Tender Forwarding Letter
 - b) Instructions to Bidders (ITB)
 - c) Bid Evaluation Criteria (BEC)
 - d) General Conditions of Contract (GCC): Part-I
 - e) Schedule of Work, Unit, Quantities (SOQ): Part-II
 - f) Special Conditions of Contract (SCC): Part-III
 - g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
 - h) Safety Measures (SM): Part-V
 - i) Integrity Pact (IP): Part-VI
 - j) Bid Form: Proforma-I
 - k) Statement of Non-Compliance: Proforma-II
 - 1) Authorisation for Attending Bid Opening: Proforma-III
 - m) Proforma of Letter of Authority: Proforma-IV
 - n) Bid Securing Declaration: Proforma-V
 - o) Proforma for E-Remittance: Proforma-VI
 - p) Format of Performance Security: Proforma-VII
 - q) Agreement Form: Proforma-VIII
 - r) Format of Undertaking by Bidders towards submission of authentic information/documents: Proforma-IX
 - s) Certificate of Compliance of Financial Criteria: Proforma-X
 - t) Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)
 - u) Technical Evaluation Sheet for BEC-BRC & others
 - v) Commercial Check List (Proforma-XI)
 - w) Undertaking towards submission of Bank Guarantee (Proforma-XII)
- 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 <u>Single Stage Two Bid</u> <u>System</u>. 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.

INSTRUCTION TO BIDDERS

- b) Documentary evidence established in accordance with Clause No. 8.0.
- c) Bid Securing Declaration as per Proforma-V
- d) Copy of Bid Form without indicating prices in Proforma-I.
- e) Statement of Non-compliance as per Proforma-II.
- f) Copy of Priced Bid without indicating prices.
- g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
- h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

Note: The Priced Bid shall contain 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 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 its performance of the Contract and is not 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 BID EVALUATION CRITERIA (BEC), of the tender documents.
- **9.0 <u>BID SECURITY:</u>** 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 Securing Declaration" (Proforma-V). Any bid not secured in accordance with Proforma-V above shall be rejected by the Company as non-responsive.

10.0 PERIOD OF VALIDITY OF BIDS

- 10.1 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.
- 10.2 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.

11.0 SIGNING & SUBMISSION OF BIDS:

11.1 Signing of bids:

11.1.1 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 Organization 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. The Power of Attorney shall be submitted by bidder.

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.

- 11.1.2 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 authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.
- 11.1.3 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.
- 11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

11.2 Submission of bids:

The tender is processed under Single Stage 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 eprocurement 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.

- 11.2.1 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.
- 11.2.2 Timely delivery of the documents in physical form as stated in Para 11.2 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.
- 11.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

- 12.1 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.
- 12.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

- 12.3 The documents in physical form as stated in Para 11.2 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.
- **13.0 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.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1 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.
- 14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 14.3 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 shall result in debarment from participation in future tenders of OIL.
- **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.

16.0 BID OPENING AND EVALUATION:

- 16.1 Company will open the Bids, including submission made pursuant to clause 11.2, 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.
- 16.2 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.
- 16.3 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.
- Bids which have been withdrawn pursuant to clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether

- requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 16.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.
- 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.
- 16.7 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.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

17.0 OPENING OF PRICED BIDS:

- 17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 In case of two bid system, Company will open the Priced Bids of the technocommercially 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.
- 17.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

- 17.4 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.
- **18.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.
- 18.1 Discounts/Rebates:
- 18.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 18.1.2 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.

19.0 CONTACTING THE COMPANY:

- 19.1 Except as otherwise provided in Clause 16.0 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 16.6.
- 19.2 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.

20.0 AWARD OF CONTRACT:

- **Award criteria:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- **21.0 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.

22.0 NOTIFICATION OF AWARD:

22.1 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.
- 22.2 The notification of award will constitute the formation of the Contract.
- **23.0 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).
- 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. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.
 - 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 /Electronic Fund Transfer (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		
С	Branch Address	Duliajan, Dist-Dibrugarh		
d	Bank Account No.	10494832599		
е	Type of Account	Current Account		
f	IFSC Code	SBIN0002053		
g	MICR Code	786002302		
h	SWIFT Code	SBININBB479		

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.
- 23.2 Performance Security shall not accrue any interest during its period of validity or extended validity.
- 23.3 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 Beneficia	ry
A	Bank Name	HDFC BANK LTD
В	Branch Name	DULIAJAN
С	Branch Address	Utopia Complex, BOC Jayanagar, Duliajan, Dibrugarl – 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
Н	SWIFT Code	HDFCINBBCAL

- 23.4 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.
- 23.5 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.

24.0 SIGNING OF CONTRACT:

- 24.1 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.
- 24.2 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.
- 24.3 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. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- **25.0 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.

26.0 MOBILISATION AND ADVANCE PAYMENT:

- 26.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation 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.
- 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 mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 26.3 In the event of any extension to the mobilisation 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.

27.0 INTEGRITY PACT:

27.1 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.

- 27.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 27.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
 - a. Shri Sutanu Behuria, IAS (Retd.), E-mail: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture E-mail: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh E-mail: Ops2020@rediffmail.com

28.0 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.

29.0 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.

30.0 GOODS AND SERVICES TAX:

- 30.1 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.
- 30.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.
- 30.3 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.

30.4 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**.

- 30.5 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.
- 30.6 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.

- 30.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 30.8 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.
- 30.9 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.
- 30.10 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.
- 30.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 30.12 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.

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

BID EVALUATION CRITERIA (BEC):

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

1.0 **ELIGIBILITY CRITERIA**:

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

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

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

- (a) 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 along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded [Format enclosed as Proforma-XIV].
- (c) Bidder to submit a copy of their Certificate of Incorporation/Registration in India.

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 <u>Experience</u>: The bidder shall have experience in successfully executing/completing at least one 'SIMILAR WORK' of minimum Rs. 1,29,98,000.00 (Rupees One Crore Twenty-Nine Lakhs and Ninety-Eight Thousand only) under single contract during the last 07 (seven) years reckoned from the original bid closing date.

Notes to BEC Clause 2.1 above:

- **a.** "SIMILAR WORK" mentioned in Clause No. 2.1 means: New Construction/Renovation of office building including interior works in any of the following organizations:
 - i. Central/State Government Department
 - ii. Public Sector Undertakings
 - iii. Listed Indian Companies
 - iv. Multi-National Companies (MNCs)
- **b.** For proof of requisite Experience (refer Clause No. 2.0), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
 - A. Contract document showing details of work,

AND

- B. Job Completion Certificate showing:
 - (i) Gross value of job done
 - (ii) Nature of job done and Work order no./Contract no.
 - (iii) Contract period and date of completion

OR

- C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Gross value of job done
 - (iii) Period of Service
 - (iv) Nature of Service

OR

- D. Any other document establishing the successful execution of the Contract.
- **c.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- **d.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 2.0 will only be treated as acceptable experience.
- **e.** Following work experience will also be taken into consideration:
 - (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.
 - (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is

within the prescribed 07 (seven) years reckoned from the original bid closing date.

(iii) If the prospective bidder is executing similar work which is still running, and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:

Bidder must submit the breakup of similar work and its quantity/period executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user, or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **e. (iii)** above, to satisfy a) similar work b) minimum prescribed quantity/period c) prescribed period of 07 years, to be submitted as below:

- A. Breakup of similar work
- B. Contract document showing details of work.
- C. LOA/LOI/Work order showing:
 - (i) Gross value of job awarded
 - (ii) Nature of job awarded
 - (iii) Contract no./Work order no.
 - (iv) Contract period and date of completion
- D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Gross value of job done
 - (iii) Period of Work Done
 - (iv) Nature of Service
- **f.** Authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of job executed as sub-contractor. Additionally, the sub-contractor to submit the following:
 - i. Approval of Client organization to be submitted.
 - ii. Additionally, for accepting experience as sub-contractor(s) or contractors under Listed Indian Companies / MNC, in addition to the requisite certificates (letter of award and job completion certificate, etc.) TDS certificate issued by principal contractor / Listed Indian Companies / MNC shall form the basis for considering experience and value of work executed.

- **g.** SIMILAR work executed by a bidder for its own organization/subsidiary/ Joint Venture cannot be considered as experience for the purpose of meeting BEC.
- **h.** Bids submitted for part of the work will be rejected.
- **i.** Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.
- **2.2** Any party who is extending support by way of entering into Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.
- **2.3** The bidder must confirm the following in their bid: To quote for full service as laid down in Terms of Reference/Technical Specifications/Details of Services.

3.0 FINANCIAL REJECTION CRITERIA:

- 3.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs. 1,11,41,500.00 (Rupees One Crore Twenty Eleven Lakhs Forty-One Thousand and Five Hundred Only).
- **3.2** Net worth of the bidder must be Positive for the preceding financial/accounting year.

<u>Note:</u> The Net worth to be considered against Clause 3.2 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 3.0 above:

- **a.** For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
 - (i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.

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.

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six 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 undertaking in support of the same along with their technical bid as per **Proforma-X**.

- **c.** 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 evidence for the same.
- **d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para-**a.** and **b.** above.
- **e.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.1 & 3.2.

4.0 COMMERCIAL EVALUATION CRITERIA:

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

- **4.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.
- **4.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
 - (i) Firm price
 - (ii) Bid Securing Declaration
 - (iii) Period of validity of Bid
 - (iv) Price Schedule
 - (v) Performance Bank Guarantee / Security deposit
 - (vi) Delivery / Completion Schedule
 - (vii) Scope of work
 - (viii) Guarantee of material / work
 - (ix) Liquidated Damages clause
 - (x) Tax liabilities
 - (xi) Arbitration / Resolution of Dispute Clause
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Specifications
 - (xv) Integrity Pact
- **4.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- **4.12** Bid received with validity of offer less than 120 (One hundred twenty) days from Bid Opening Date will be rejected.
- **4.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI/Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

5.0 PRICE EVALUATION CRITERIA:

- **5.1** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.
- **5.2** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

- **5.3** If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- **5.4** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.
- **5.5** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- **5.6** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- **5.7** In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- **5.8** 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 quoted GST (CGST & SGST/UTGST or IGST).
- **5.9** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

5.10 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.

- **5.11** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- **5.12** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

6.0 GENERAL:

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

7.0 PURCHASE PREFERENCE CLAUSE:

- **7.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference** allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).
- 7.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): 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.

8.0 AWARD OF CONTRACT: The contract for hiring of the tendered services shall be awarded as below:

- **A.** <u>L-1 bidder is a Class I PPLC bidder:</u> In case if the L1 bidder is a <u>Class I PPLC</u> bidder, the contract shall be awarded to the L1 Class I PPLC bidder.
- **B.** L-1 Bidder is other than Class I PPLC: In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.
- **9.0 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.

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 of 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, sociopolitical 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 authorisation 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 required by them for manner 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 Page **7** of **38**

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 who 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.

<u>Note:</u> Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule 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. 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 3 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 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 COMPNAY 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 Page **10** of **38**

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 prorata 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"

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) <u>Commercial General Liability Insurance</u>: 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) <u>Comprehensive General Automotive Liability</u>: 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) <u>Carrier's Legal Liability Insurance</u>: Carrier's Legal Liability Insurance in respect of <u>all CONTRACTOR's items</u> 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) <u>Public Liability Act Policy:</u> 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 and agents, nominees, assignees, **CONTRACTORs** its servants. 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 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.
- 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.
- 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, 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 upto 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, alongwith 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 <u>SET-OFF:</u>

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.
- 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
- 1) 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).
- 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.

- 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 <u>COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT</u> 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
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd 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 prereference 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 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 **TERMINATION**:

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

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

- 44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].
- **44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the Page **36** of **38**

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 entirely or partially to the extent 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 alongwith 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.

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.

Schedule of Work, Unit and Quantity (SOQ)

<u>DESCRIPTION OF WORK/SERVICE</u>: Hiring of Services for Renovation of Auditorium and Conference Room of Drilling Department at New Industrial Area.

Item No.	Description of Services	UOM	Estimated Quantity		
RENO	RENOVATION OF CONFERENCE ROOM, DRILLING DEPARTMENT				
10	Dismantling of existing Interior Items including Ceiling, Panels, Floor, Wall panel, Furniture, partition, Doors, Cupboards, Electricals/ AC etc. and shifting-with safe, secured storage of existing Interior Items	LSM (Lumpsum)	1		
20	Expose Surface Treatment after dismantling as Item no. 10	M2 (Square Meter)	140		
30	French polishing to wood work, doors, panels, office interior including surface preparation complete with removal of the old polish complete with finishing	M2 (Square Meter)	10		
40	Supply, fitting, fixing wall panel with BWR 9mm solid ply board as per SOW	M2 (Square Meter)	80		
50	Supply , fixing & Installation of Loop Pile Carpet as per SOW	M2 (Square Meter)	55		
60	Supply, fitting, fixing false ceiling tiles as per SOW of 600 x 600 at the interval of 600 mm c/c	M2 (Square Meter)	50		
70	Supply, fitting, fixing, pictorial Bromides- paintings/photo/Drawings	M2 (Square Meter)	6		
80	Plaster to wall, floor, and ceiling with 1:3 cement Mortar 20 mm thick plaster for repair work as per site condition at any height.	M2 (Square Meter)	20		
90	Supply and installation new etched toughened	M2	4		

	Glass entrance Door of 12 mm as per SOW	(Square Meter)	
100	Supplying solid flush type doors (02 numbers) of deluxe decorative (one side) complete, including fitting, fixing the shutters in position and other fittings at any height. The door should be complete in all respect including mortice lock	M2 (Square Meter)	4
110	Ceiling Pelmet: (For Ceiling LED strip light in strategic area) supply fitting, fixing pelmet using 12mm thk BWR solid ply board using both sides 1mm thick high pressure decorative laminates any design shades -texture including polished teak wood lipping with fitting fixtures etc. in complete near ceiling edge area / and or strategic locations avg. size 180mm D x 125mm W x 80mm outer edge height, drawing complete with fixtures installation with the wall with cornice edge to accommodate LED Strip Lights, starter, drivers and accessories in complete with prior approval.	M (Meter)	30
120	Supply, Installation, testing and Commissioning of Suspended /recess type LED Down Lighter 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 (Number)	10
130	Supply, Installation, testing and Commissioning of Ceiling pelmet strip light (Strp) : Supply fitting fixing LED STRIPS LIGHTS at ceiling pelmet using 7W (WW - WH) /per Mt with 3 Amp SMPS, drivers, joint connectors, terminal connectors, RGB controller, driver with adequate LED CHIPS, multi EV plug in complete with all accessories, wiring with lead casing (12 MM) from electrical points avg. 400 mm L with all lighting connections inside	M (Meter)	30

	pelmet (including trial run) as effect lights with electrical connection, testing, plug with the existing electrical points and mending good-damages of all existing surface including matching colour to casing with existing wall colour etc. in complete with switches with prior approval (similar design of DSTR 3528- 60 - Diamond/Philips/Havells)		
140	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 multistranded 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 (Number)	24
150	Wiring for light plug point with 3 nos. Single core 1.5 sq.mm size FRLS PVC insulated multistranded 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.	M (Meter)	120
160	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.	M (Meter)	160
170	Supply, Installation, testing and commissioning of 6 A S/Socket 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,	NO (Number)	12

	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.		
180	Supply, Installation, testing and commissioning of 6/16 A S/Socket 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 (Number)	5
190	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.	M (Meter)	45

	Supply, installation, testing and		
200	commissioning of 3 phase 8-way TPN DB 3 phase 8 way 63A MCB DB: 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 bottom shall be of following dimensions: 1 no. 32 mm dia and 2 nos., 25 mm dia. Part 1:DB shall have 63 A, 100 mA RCBO as incomer as per IS: 12460 with latest amendments, Part 2. Outgoing distribution in each phase shall consist of 8 nos. of MCB (4 nos. of 10 A and 4 nos. of 20 A MCB), all C curve, 10 KA capacity; total no. of MCBs in DB-24 nos. All MCBs shall be as per IS/IEC 60947-2.	NO (Number)	1
210	Fire resistant quality Wiring for plug 2 x 4 sq.mm copper power Plug point wiring in rigid PVC conduit 2 x 4 sq.mm. Fire resistant quality Wiring for power plug with 2 x 4 sq. mm. along with 1 no. 2.24 mm dia (A/c) bare copper wire for loop earthing as required	M (Meter)	10

	(Havells or equivalent)		
220	Supply, Installation, testing and commissioning of 20 A switch socket for AC Supplying and installation of recess type 20A metallic plug & socket DB complete with 20A Plug and Socket and 20 A DP RCBO, 30 mA sensitivity for AC.	NO (Number)	2
230	Supply, Installation, testing and commissioning of 2' x 2' LED Recessed fitting Recessed type 35 to 38 W LED CRCA powder coated luminaire complete with all mounting accessories for fixing in the POP type ceiling including supplying, fixing arrangement and connection with 3x1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required. Minimum output Lumen shall be 3200 and colour temperature shall be 5500K to 6500K.Driver shall be external. Efficacy shall be more than 90%. Power factor>0.9, THD < 10%, IEC Compliant for safety.	NO (Number)	12
240	Circuit Wiring with 6x16 sq mm PVC wire in PVC Conduit. 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.	NO (Number)	30
250	Supply, Installation, Testing and Commissioning of 8 module Switchboard 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 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	NO (Number)	3

	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.		
260	Supply, Installation, Testing and Commissioning of 4 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: 4 C- Size of opening: 1M Internal connection of wire is included in the item.	NO (Number)	1
270	Supply, Installation, Testing and Commissioning of 6A Modular Switch 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	NO (Number)	24

	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.		
280	Supply Installation, testing and Commissioning of Modular type blanking plate. Modular Blank plate matching with modular switch boxes.	NO (Number)	4
290	Supply Installation, testing and commissioning of Metal box of 200 mm X 250 mm X 100 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.	NO (Number)	6
300	Supply, Installation, Testing and Commissioning of Metal box of 150 mm X 150 mm X 60 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.	NO (Number)	13
310	Supply fitting fixing Signage plate (4mm) thick stainless steel plate as per SOW	SET	1
320	Removing old paint from blistered painted surface of steel or other metal by chipping including scraping and cleaning and exposing the original surface.	M2 (Square Meter)	5
330	Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary: (a) On timber or plastered surface (i) Two coats (with any shade except white)	M2 (Square Meter)	10
340	On steel or other metal surface : With super gloss (hi-gloss) - (i) Two coats (with any shade except white)	M2 (Square	10

		Meter)	
350	Supplying best Indian Sheet glass 4 mm thick including cutting to required sizes, setting on putty bases and fitted and fixed with teak glazing beads (19 mm x 12 mm)/ including putty and nails/ fixing clips as necessary complete to timber sky lights/ as per site condition with prior approval.	M2 (Square Meter)	1
360	French polishing to wood work including preparing surface (ordinary gloss) On old French polished surface including complete removal of the old polish.	M2 (Square Meter)	10
370	Supplying 'Godrej' mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete.	EA (Each)	3
380	Wood work in door frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame including concrete, steel Butt Hinges and M.S clamps. 1st class seasoned Sal wood including dismantling damaged timber frame and renewing with new door, window, and skylight frame with prior approval.	M3 (Cubic Meter)	0.4
Upgra	 dation of Auditorium at Drilling Department, N	IA	
390	Dismantling of existing Interior Items including Ceiling, Panels, Floor, Wall panel, Furniture, partition, Doors, Cupboards, Electricals/ AC etc. and shifting-with safe, secured storage of existing Interior Items as per direction including labour charges, equipment charges inclusive all as will be required for the satisfactory work in complete.	LSM (Lumpsum)	1
400	Surface finishing, filling up hair cracks by putty including removing old paint at interior walls, ceiling, partitions, column, beams, surface, etc. and then applying two coats of primer suitable for acrylic emulsion (cement based) and then applying two coats of Acrylic emulsion paint (best quality as per ISI grade, any shade) with smooth finished including interior sides, partition, ceiling, etc. with	M2 (Square Meter)	1600

	finishing in complete.(at all exposed surface after dismantling)		
410	French polishing to wood work, partition, doors, panels, interior, etc. including surface preparation complete with removal of the old polish complete with new polishing - high gloss finishing	M2 (Square Meter)	50
420	Repair, renovation, decoration of wooden doors/podium / panels, including applying boiling water proof solid ply at damaged area (19 mm thick) with finishing, decorative timber - ply bids 5mm. thk, etc. in complete (similar to Century/Green/Merino / Regal ply or equivalent with prior approval).	M2 (Square Meter)	5
430	Auditorium Hall seat repair, restoration, renovation to working condition with stability framing, spring - repair, renovation to working condition , change of upholstry of chairs (polyester fabric), any shade, colour, texture, finish - materials (stain repellant and vaccum cleanable) as per approval in complete including refixing and installation, surface protection painting to all steel fixtures - materials, clippings, stichings, including repair high density foam in certain area finishing to desired level in complete, with prior approval. (Including dismantling and refixing as may be necessary to site condition / with matching fittings & fixtures)	NO (Number)	130
440	Supply fitting, fixing storage rack 900 L X 450D x 750 H with 19mm thk. solid ply board with two shelves, sliding shutters (12mm thk) with channels, lock, handle, including all accessories complete with post laminated solid ply board 19mmSolid ply Board (BWR) with 1 mm high pressure decorative laminates both sides, including interior of any design, color with interior laminates, suede finish - floor stopper, 1mm thk matching PVC edge band - lippings, hinges, handles, lock in complete set. (similar to Godrej or equivalent with prior approval) (ply board/laminates - similar to Century/Green/Merino/Regal ply or equivalent with prior approval) ref. DRG. D O8.	NO (Number)	2

450	Supplying, fitting, fixing Table on podium avg. size2700L X (900 - 1050 W) x 750H with post laminated 25mm/19mm solid ply board (BWR), Table Top 25mm thk with side, middle panels and front facier modesty, side panels 19mm thk, fixure, 1mm thk matching PVC edge band lipping, post laminated with 1 mm thk high pressure decorative laminate suede finish, any shade, any color (in all sides) with floor stoppers in complete set in parts in curved shape table top edge complete with accessories. (Godrej or equivalent with prior approval) (ply board similar to Century/Green/Merino /Regal ply or equivalent with prior approval) ref. DRG. D O8.	NO (Number)	1
460	Do: Table in foyer zone 900 L x 450 D x 750mm H using 19mm solid plyboard and post laminated 1mm thk (HPL) suede finish, side panel, table top, faciar modesty in front, floor stopper, edge band lipping etc.(Godrej or equivalent with prior approval) ref. DRG. D O8.	NO (Number)	4
470	Do: Table in reception zone 1500 L x 450 W x 750 H with 25mm thk solid ply board post laminated HPL 1mm thk suede finish in all sides, faciar modesty in front 19mm thk solid ply board with 1mm thk lamination + side credenza 1000L x 450 W x 750 H with 19mm thk solid ply board and 1m thk HPL laminates equally placed drawers unit 500W with telescopic sliding channels and 2 shelves with one partition + sliding shutters, sliding channels with lock, handle, accessories - combined in L shaped unit - similar to Godrej or equivalent with prior approval ref. DRG. D O9. (any colour, shade, texture)	UNI (Unit)	1
480	Supply, fitting, fixing wall panel/drop panel at specific zone with semi perforated/insular fibre grid boards/ gypsum boards/acoustic deco board for Panelling, 12 mm/12.5mm insulated cover board with seasoned first quality timber with anti-termite treatment - 25mm x 50mm frame work @ 600mm c/c both ways and width 25mm x 12mm moulded polished teak ply between the panel boards to match up the architectural features, fixtures both ways as	M2 (Square Meter)	700

	per specified/approved specification) as adjusted - fit to size directly grouted to walls with putty including refurbishment of walls with post treatment - anti termite treatment to walls /structure /anti termite paints to wall for protection before fixing the panel boards as specified, also ref. drawings D 01, D 02,D 03,D 04, D 07. Wall panel runners with panel board including anti fungus, treatments complete atsite installation, tailor made to Interior		
	dimensions including keeping free space for doors, opening etc. in complete. (panel board similar to India gypsum/Armstrong or equivalent with prior approval any colour, shade, texture to match up existing shapes as may be required - Auditorium)		
490	Supply, fitting, fixing wall panel/drop panel at specific zone with BWR 9mm solid ply board with edge finishing- gap finishing - board for wall Panelling with post laminated - high pressure laminates 1mm thk- grade I quality suede finish, fixed with seasoned first quality timber with anti-termite treatment - 25mm x 50mm frame work @ 600mm c/c both ways as adjusted - fit to size directly grouted to walls with putty including refurbishment of walls with post treatment - antitermite treatment to walls /structure /antitermite paints to wall for protection before fixing the panel boards as specified, also ref. drawings. Wall panel runners with panel board including antifungus, treatments complete at-site installation, tailor made to Interior dimensions including keeping free space for doors/opening area etc. in complete. (panel board/laminates similar to Century/Green/Merino/Regal Ply or equivalent with prior approval any colour, shade, texture) (Foyer)	M2 (Square Meter)	100
500	Supply, fitting, fixing antiskid design vitrified / ceramic tiles 600mm x600mm x 10mm thk on existing floor / step surface with base finishing / roughening the existing surface and with epoxy grouting materials for filling joints including spacers 2mm to be applied directly over old / existing floor finish with polymerised Tile adhesives (6mm thk) and backup with	M2 (Square Meter)	850

	small stone fixed to back side of tiles with adhesives for re inforcements with sub base including line-levelling, joinery work, with backing mortar after existing surface preparation, rough surface preparation, followed by two coat polymer based mix and then laying antiskid vitrified tiles (joint free) of approved brand, size not less than 600 x 600 x 10mm thick, any colour, any design, texture with prior approval in floor, skirting, steps etc to complete the floor finishing in complete etc. (grade I tiles - Kajaria / Bells / Johnson or equivalent with prior approval) - (Auditorium, entry zone, entry passage, etc.)		
510	Supply, fitting, fixing false ceiling - any shade, design, texture, finish with Gypsum material/high density fibre -decorative semi perforated acoustic boards/ insulated boards 600 x 600 false ceiling with exposed powder coated metallic long and cross Tees and G.I. up stand framing system like cross runner and main runner and false ceiling tiles 600 x 600 at the interval of 600 mm c/c with moulded wall decorative cornice 150mm H x 100mm W, with provision for ceiling lights cut outs including drop/curving /any design décor ceiling material including finishing as per recessed ceiling design with MF suspended ceiling made with 12.5 mm thick tiles, perimeter channels 20 mmm x 30 mm x 0.55 mm thick and intermediate channels 45 mm x 20mm x 0.9 mm thick placed at 600 mm c/c. All ceiling section will be fixed by Machine screws, and finished with jointing compound, and application of top coat, painting in complete, at any height ,etc. (board , accessories, fixtures similar to India gypsum/Armstrong or equivalent with prior approval) (Foyer)	M2 (Square Meter)	260
520	Supply, fitting, fixing false ceiling board (cut to matching size to existing ceiling frames and accessories)any shade, design, texture, finish with Gypsum material/ high density fibre - decorative semi perforated acuastic boards/insulated boards 1200mm x 600mm x 12/12.5mm thk. avg. or any size as per site	M2 (Square Meter)	400

	condition including cutting cliping fixtures hangers supporting rods as necessary - false ceiling boards with anti-termite treatment to above ceiling area(removable type) and or as per actual dimension at site in the existing steel angle/member ceiling structure in auditorium with prior inspection , with decorative cornice 150mm H x 100mm W, including drop/curving /any design décor ceiling material complete with accessories, fixing adjustable clips with provision for ceiling lights cut outs, stabilising/ renewing suspended rods as will be required, and to reach to any height as per existing auditorium structure for installation, including 25mm x 12mm design teak ply bidding polish to match the interior decoration etc. finishing, All ceiling section will be fixed by Machine screws, and finished with jointing compound, and application of top coat, painting in complete, at any height ,etc. (board , accessories, fixtures similar to India gypsum/Armstrong or equivalent with prior approval) (Auditorium)		
530	Supply, fitting, fixing, pictorial Bromides-paintings carefully fixed with fiber glass clear panes 4mm thk. including FRP moulded frames – 50 mm x 30 mm including fitting, fixing, backup boards, mount boards of photo graphics - cultural - natural heritage of Assam, Oil India heritage, photo bromides heritage visuals - display inside the panel at the strategic area including picture frames , back stoppers, etc. Panel 6 to 8 mm thick with predesigned photo bromide in complete. (design, theme, visuals, shades, colours, textures - with prior approval) (Auditorium, Foyer)	M2 (Square Meter)	25
540	Supply, fitting, fixing glass etching/color - stained Design work - glass panel on best quality Indian sheet glass panes 6 mm thick fixed with teak glazing beads & frames 50 x 50 mm seasoned timber - wood polished with back panels picture clamps, fixtures etc. with all fixture in the strategic wall panel area recessed/horizontal paneled in the wall area	M2 (Square Meter)	25

	complete with design, (any design, any colour) fixtures, fittings to match at site measurements as per requirement complete with finishing. (OIL INDIA logo, design-theme, visuals, shades, colours, textures - with prior approval) (Auditorium)		
550	Plaster to wall, floor, ceiling with 1:3 cement Mortar 20 mm thick plaster for repair work as per site condition at any height. (Repair work - Auditorium)	M2 (Square Meter)	300
560	Supplying, fitting, fixing in complete Digital Podium (AMA or equivalent) Model ELF 72D with integrated podium software, digitizer technology 659 (W) x 1130 (H) x 750 (D), with 22" LCD Tablet Monitor, DC Adaptor, Multimedia Controller, Digital Amplifier, Wireless Microphone, Gooseneck Microphone, Laptop interface modules, Power Distributor, RFID Module, RMS Module connected with LCD TV - 2 nos. & audio system in complete with wiring/ connectivity in complete with installation, as complete unit including testing with prior approval.	SET (Set)	1
570	Ceiling LED strip light in strategic area) supply fitting ,fixing pelmet using 12mm thk BWR solid ply board using both sides 1mm thick high pressure decorative laminates any design shades -texture including polished teak wood lipping with fitting fixtures etc. in complete near ceiling edge area / and or strategic locations avg size 180mm D x 125mm Wx 80mm outer edge height, drawing complete with fixtures installation with the wall with cornice edge to accommodate LED Strip Lights, starter, drivers and accessories in complete with prior approval . (Auditorium)	M (Meter)	400
580	Vertical Garden(VG) Supplying, fitting, fixing, installation of vertical gardenscape using backup grill frame work - 6mm dia MS rods both ways welded each other spacing grid 125 x 125 (or 150 x 150mm suiting to site condition) together then fixed to wall with synthetic - artifical flowers, plants on	M2 (Square Meter)	40

	PVC design bucket fixed to MS rod grill, avg, dimension of bucket with 125 x 125 x 125mm / 8-10mm thk any design, colour, shade, texture filled with synthetic artificial flower,/plants with stable sponge filled, fixtures to hold artificial flowers, synthetic plants equally placed and hung to steel grill fixed to wall equally placed to suit the space as per drawing D 02, fixed to the wall/ MS grid@ 250 c/c or 300 c/c bothways to ceiling, based (wall colour acrylic emulsion moss green painting, grill synthetic enamel painting) avg. dimension 2700mm L x 2500mm H or as dimension fitting to space in complete with prior approval.		
590	Synthetic grass in floor- skirting: Supplying, fitting, fixing, installation in existing shape avg. 2500 x 2600mm approx. of synthetic grass avg. height 25mm any shade, colour, texture in floor, skirting in the form of 600 x 600mm each to cover the area or as suitable to match the floor shapes directly fixed in the floor, skirting 150mm H with permanent adhesives, backup taping adhesives in auditorium zones (Drg. D 02) with edge fixing support with 50mm x 50mm seasoned timber member in design shape screwed directly to floor/skirting, polished finished in complete - (SGR) complete with prior approval.	M2 (Square Meter)	15
600	Supplying fitting, fixing glazed Partition system with profiles of required sections made of aluminium alloy extrusions conforming to IS 732-1983 and IS 1285-1975: annodised/powder coated any colour, any shade, texture with 10-15 Micron thickness annodizing film: matt finished conforming to IS 1868-1983 (samples need to be approved before supply) for fabrication, installation complete with all accessories, fixtures to ceiling, bottom floor for stability etc formed of basic sections of ISI embossed/certified make and brand (Hindalco, Ilka, equivalent IS make) as per prior approval (if necessary of any finished length of the work) complete with bottom frame, top and side frame style, side member, glazing clip, in complete accessories	M2 (Square Meter)	50

	for cleat angles to stable fixtures, arrangements for fixing the glazing to complete with side frames, horizontal runners for stable partion panel, with average sections of size: 101.50mm x 44.45mm and 63.50mm x 38.10mm (avg 2 mm thick)including annodised alloy sections, fabrications to shape and size including aligning, fittings, fixtures, adhesives and joineries along with extruded neoprine or EPDM Gasketing in between wall/support - frame and masonary work as well as between glass and partition frame with polyshulphate sealant etc. with fixing glass as per fitting to size with top three layers with 5 mm clear / etched glass and bottom panel with 750mm H - both sides post laminated 1mm thk - 9mm thk solid ply board complete with fixtures for partition panelling, glass plus bottom board, partition frame directly fixed to RC slab / beam and base complete with grouting and finishing , tailor made to sizes and matching frames, dimensions at site in complete .Suitable for fixing glass/ bottom board with all arrangements, glass- board any colour, shade, texture fixing accessories etc.ref. drg D 01 - PT with prior approval Hindalco or equvalent. (Foyer, Rig model zone)		
610	DO - Supply fitting fixing glazed door with 5mm thk. Double leaf door matching with partition as per dirwing including door hinges, handles, rubber sealent - linnings as required, hydrolic door closer Hettich / Dorma or equvalent) - two leaf 2000 x 2000 with powdered coated frame system matching to partition system, with prior approval for E1, E2, E3, E4)	M2 (Square Meter)	40
620	Do - Supply fitting fixing single leaf glazed door with OIL logo drawing ref. D01 of D1 - 2.51 H - 0.35 fixed glass horizontal top and vertical partition 0.38 width 5mm thk. and with powdered coated frames with 6mm thk. single leaf door 1.14m wide x 2.13m (H) as per existing. including door hinges, handles, rubber sealent - linnings as required, hydrolic door closer Hettich / Dorma or equivalent)	M2 (Square Meter)	4

	with prior approval .		
630	Executive fixed based chair: Medium back: Supply fitting fixing Executive Fixed Base Chair with polyeurethene 30mm thick hi density foam with fixed chair cantilever with 14 gauge CRC tube with black powder coating of 50-60 micron. Seat and back made of moulded foam density 45-2kg/m3 and hardness-20+/- 2kg with ABS shell. Upholstered with fabrick and arm rest of PU covered with synthetic leather finish with matching steel frame- powder coated colour, texture, shade complete with fixtures ,metal base frame ,flexible back ,polyeurethene based hand rest in complete (similar design -product of Ultima - Godrej or equivalent) as per prior approval, matching with the interior) any shade, design, texture, finish.(on auditorium, podium, foyer etc.)	EACH (Each)	12
640	Supplying fitting fixing synthetic carpets (6mm) any color, any shade, any textures fixed in front passage area near stage area/ on stage, skirting, steps with adhesive backup, taping, with levelling in existing surface - auditorium complete with finishing (with prior approval).	M2 (Square Meter)	150
650	Supply fitting ,fixing front faciar decorative polished drop timber panels equally spaced each 100mm W x 905mm H to cover the entire front drop stage area including curvature (with prior at site inspection) with 50mm H skirting throughout the curved area at base - timber panels for drop panel area of stage front with timber plus decopanelling with 9mm thk. marine quality solid ply back up board ,supporting timber frame runners @300 x 300 both ways - 50mm x 25mm class I timber frame including curved area complete with antitermite treatment, backup antitermite paints plus top lighting pelmets with 9mm thk. solid ply board directly fixed to drop panels, lighting pelmet size 100mm W x 80mm H fixed with wall runner with 12mm thk. runner as per specification, drawings and finish coating similar to front facier in complete. (At stage	M2 (Square Meter)	20

	front drop panel)		
660	Dismantling and safe storage of electrical items, lighting accessories and rearranging to store as per direction, of all existing electrical/PA /Interior Items, electrical/lights and cleaning the site for new work in complete with prior approval. Both for conference and Auditorium	LSM (Lumpsum)	1
670	Fire detection Alarm System: Analog addressable, intelligent panel, Networkable accessories, P.A. System, multi criteria detector, smoke detector, heat detector, call point, control module, isolation, Laser, smoke detector with cable fire alarm system, testing, commissioning in complete. (with two year warranty plus one more year of free maintenance cover) (AVG selected area considered)	M2 (Square Meter)	100
680	Supplying, fitting ,fixing, installation, testing complete with electrical / electronic connection, display commissioning etc. of CCTV with surveillance system with closed circuit tv grid linkage, to close circuit TV cameras, monitors, recorder, set of alarm etc,. in complete installation at any height including wiring - installation and mending good damages of building surface, location with prior approval . (reputed make, approved customised product - system conforming to latest ISI specification - Panasonic/ Verut or equivalent) : 4 cameras with strategic locations as per approval.	SET (Set)	4
690	Electrical lights - lamps - fixtures Wall mounted Light Supplying fittings, fixing, installation of Twin Down Lights complete with lighting fixtures ,fittings, accessories with 2 x 9W LED Lamp (W/W or white) with metal coated back plate cover of 245mm x 230mm width glass shed of 100mm avg. dia (twin) Wall Light (similar design of Philips -30983/30953/Havels/Bajaj) complete as per specification matching with the interior decoration including testing ,lighting, necessary wire connection with the	NO (Number)	36

	electrical points and mending good -damages		
	to all existing surface as required with prior		
	approval . (Auditorium / Foyer)		
700	Supply, Installation, testing and Commissioning of Suspended /recess type LED Down Lighter 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. Downlight should be completed with lighting fixtures, fittings, accessories etc.	NO (Number)	27
710	Emergency down light with fittings, fixtures electrical connection, with all electrical accessories including wiring, electrical points, with 16W LED lamp and fittings in complete. (Philips/Havells/Bajaj or equivalent.) with prior approval.	SET (Set)	2
720	Supply, Installation, testing and Commissioning of Ceiling pelmet strip light (Strp): Supply fitting fixing LED STRIPS LIGHTS at ceiling pelmet using 7W (WW - WH) /per Mt with 3 Amp SMPS, drivers, joint connectors, terminal connectors, RGB controller, driver with adequate LED CHIPS, multi EV plug in complete with all accessories, wiring with lead casing (12 MM) from electrical points avg. 400 mm L with all lighting connections inside pelmet (including trial run) as effect lights with electrical connection, testing, plug with the existing electrical points and mending good-damages of all existing surface including matching colour to casing with existing wall colour etc. in complete with switches with prior approval (similar design of DSTR 3528- 60 - Diamond/Philips/Havells)	M (Meter)	100
730	Supplying, fitting, fixing decorative adjustable 15 W LED suspended decorative down/LED strips/	SET (Set)	20

	LED recessed lights lighter with integral electronic driver – BBS 311 to run on 250 V power supply and to deliver superior light output, with color temperature. The luminaries driver 145 mm, suspended adjustable height with diffuser of 35 mm complete with electrical connection, switches, regulator suspender, hangers, etc. (Philips / Havells/Bajaj or equivalent.)		
740	Supply fitting fixing with all fixtures, Electrical connection, lighting, fixtures, wall bracket LED - High power Panel Lights (equivalent to 250W) for stage lights in complete with all electrical arrangements as necessary in complete.(Equivalent to Philips LED Uplite BBP 330 with 9 high power LED - 15.8 W / Havells/ Bajaj or equivalent.	SET (Set)	2
750	Supply fitting, fixing, installation at Zone light - decorative suspended pendant style down light 700H x lamp glass sheds conical shape 130mm below and 80mm upper x 360mm H in colourful shed with LED Lamp 9W (W/W or white) complete with wiring light testing electrical connection .(Philips QPG 325 or QPG 304 / Havells / Bajaj or equivalent with prior approval) (for Auditorium , foyer, entry zone etc)	SET (Set)	12
760	Supply, Installation, testing and Commissioning of LED (1x4) type luminaire High performance suspension/ surface type mounting, LM-79 certified 1x4 LED panel luminaire & LM-80 certified LED chip with aluminium extruded channel & white powder coating. Fitting shall be with high translucent diffuser & white optics reflector for glare free light distribution with 40 +/-10% w system wattage, system efficacy >85 lm/W, with output more than 3400 Lumen. THD shall be <10% and PF shall be >0.9. Colour temperature shall be in between 5500 to 6500 K. The driver shall be external type. Luminaire life time shall not be less than 40,000 Hrs. The fitting shall be complete with all accessories etc., including supplying and fixing ball and socket arrangement, 2 nos. downrods of 20	NO (Number)	8

	mm dia X 1.6 mm thick steel conduit upto 75 cm length, painting and wiring the down rods and connection with 1.5 sq. mm FR PVC insulated, copper conductor, three core cable and earthing etc. as required. The product should come with all accessories necessary for fitting in false ceiling of the room		
770	Point wiring with 3x1.5 sq. mm in PVC conduit Wiring for light point/ fan point/ exhaust fan point/ call bell point with 3 nos. Single core 1.5 sq.mm size FRLS PVC insulated multistranded 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 (Number)	70
780	Light plug point wiring with 3x1.5 sq. mm PVC wire in PVC conduit Wiring for light plug point with 3 nos. Single core 1.5 sq.mm size FRLS PVC insulated multistranded 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.	M (Meter)	150
790	Circuit wiring with 3x2.5 sq. mm PVC wire in PVC conduit Wiring for circuit from MCB DB to desired Switch Board with 3 nos. Single core 2.5 sq.mm size FRLS PVC insulated multistranded 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.	M (Meter)	135

800	Power wiring with 3 x 4sq.mm PVC wire PVC wire in PVC conduit 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.	M (Meter)	720
810	Circuit Wiring with 6x16.0 sq mm PVC wire PVC wire in PVC conduit 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.	M (Meter)	120
820	Supply, Installation, testing and commissioning 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	NO (Number)	9

	item.		
830	Supply, Installation, testing and commissioning of 6 A S/Socket 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 (Number)	15
840	Supply, Installation, testing and commissioning of 6/16 A S/Socket 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 (Number)	6
850	Supply, Installation, testing and commissioning of 20 A swicth socket for AC Supplying and installation of recess type 20A	NO	20

	metallic plug & socket DB complete with 20A	(Number)	
	Plug and Socket and 20 A DP RCBO, 30 mA sensitivity for AC.		
860	Supply, Installation, Testing and Commissioning of 6A Modular Switch 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 (Number)	70
870	Supply Installation, testing and Commissioning of Modular type blanking plate. Modular Blank plate matching with modular switch boxes.	NO (Number)	2
880	Supply, Installation, testing and commissioning of LED Flood Light 60 Watts Ideal for use in Stage Lighting.LM-80 certified LED chip	NO (Number)	2
890	Supply, Installation, Testing and Commissioning of 3 phase 8 way 63A MCB DB: 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	NO (Number)	4

	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, 100 mA RCBO as incomer as per IS: 12460 with latest amendments, Part 2. Outgoing distribution in each phase shall consist of 8 nos. of MCB (4 nos. of 10 A		
900	MCBs shall be as per IS/IEC 60947-2. 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	NO (Number)	1

	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 sq mm stranded copper cable with tinned copper lugs. Enclosure shall be IP-43& IK-09 with double door. DB shall have detachable cable entry gland plate on top and bottom side for keeping spare length of cables. All wires inside DB shall have ferrules for identification of circuit number. All unused openings shall be fitted with Blanking Plates. The DB shall be provided with 250 amp tinned copper bus bar for phase & neutral. Neutral & Earth bar shall be 8 way each & suitable for termination of wires with pin type cable lugs. All accessories like Gland/Lugs/Thimble etc. required for installation shall be supplied by Contractor.		
910	Supply Installation, testing and commissioning of Metal box of 200 mm X 250 mm X 100 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.	NO (Number)	5
920	Supply, Installation, Testing and Commissioning of Metal box of 150 mm X 150 mm X 60 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.	NO (Number)	9
930	LED TV: Supply fitting, fixing, testing including installation of wall mounted with all accessories, equipment tray with accessories LED TV with back wall mounted - back fixtures as per requirement with full satisfaction / approval in level with complete frame work, with testing of wall mounted 65" LED TV,H 4000, CMR 100, Wide Colour Enhancer, Hyper Real Engine, Ciean View, Sports Mode, DTS Studio Sound, Connect Share Movie, HD, flat screen, digital system,	SET (Set)	2

	energy efficient model including wiring, electrical connection with hi-tech mode of reputed make with complete wiring ,cabling ,power connection, set-top box connection , with prior approval and trial run (Samsung / LG/ Sony etc.) with minimum one year guarantee, and one year free maintenance etcsimilar model of 65MU 6470 or equivalent compatible to AMU / sound system (with prior approval)		
940	Supply, Installation, testing and commissioning of 2' x 2' LED Recessed fitting Recessed type 35 to 38 W LED CRCA powder coated luminaire complete with all mounting accessories for fixing in the POP type ceiling including supplying, fixing arrangement and connection with 3x1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required. Minimum output Lumen shall be 3200 and colour temperature shall be 5500K to 6500K.Driver shall be external. Efficacy shall be more than 90%. Power factor>0.9, THD < 10%, IEC Compliant for safety.	NO (Number)	36
950	Supply, fitting, fitting Signage box with light Box (7W LED) including wiring, electrical connection, switches, with powder coated metal box, and signage in 5mm thick acrylic sheet for glowing signage (like EXIT etc) set in complete. (Avg dimension 300 x 200 x 150 D)	SET (Set)	4
960	Supply fitting fixing Signage plate (3/4mm) metal with stainless steel and with etched color deposited lettering including fitting fixing arrangements in complete. Avg size 300 x 150 x 3mm thk (OIL INDIA signage, logo as per prior approval.	NO (Number)	2
970	Supplying, fitting, fixing including testing-commissioning with complete installation of Cassette type split Air-conditioning system (A/C) with suitable compressor units: Ceiling mounted complete with installation, accessories, power cabling (avg. length 25 Mtr. or any length as per site condition each),	UNI (Units)	7

	Condenser Dine outlet nine in high soiling area		
	Condenser Pipe, outlet pipe in high ceiling area at any level and position, including arranging the fittings, fixtures, erecting scaffolding, etc. The Cassette A/C – Indoor Auditorium units are embedded into the false ceiling with outlets, three phase connection complete, with cabling starter, from main source in the auditorium down level, with features like dust filter, anti-corrosive Blue fin copper condenser, extended piping lengths, hydrophilic blue evaporator fins, antifreeze thermostat, Dry / Auto mode, auto restart with memory function, on/off timber, wide angle airflow, self-diagnosis, cleanable panel, fixed and swing louvers, airflow direction auto control, powder coated body, four way air flow, motorised drain pumps, in complete. (SC/CS series or equivalent – approval OIL India). 4TR capacity – Voltas / Blue Star/ Haier or equivalent with suitable AHU in complete. Important note: all cable units, condenser pipes, cabling, outlet pipes etc. need to be suitably - safely mounted at the level of RCC slab / RCC beam - as existing in the auditorium and with suitably cutting / adjusting the existing false ceiling steel frame work at any height and mending good damages using suitable safety scaffolding / staging system with prior approval. (including suitable inverter - out door units, electric panels, wireless controller branch pipe gather pipe , MRV (VRF system - 100% inverter scroll compressors complete with electrical cabling fitting fixing installation , MCB upto all indoor units sutable connected to electrical source as provided at site suitating to site condition. 4 TR each (total capacity 28 TR)		
980	Supplying, fitting, fixing, testing, installation in complete with prior approval – Mega sound system, PA with GIGA sound speakers – system for Auditorium complete Commissioning, auditorium theatre sound system (distributed evenly to the auditorium in avg. 10 nos or suitable for comprehensive audio system amplifier), UFA remote player, compatible to I pad, DVD, power plays, system	SET (Set)	1

	amplifier, Stereo speakers, acoustimass 15 III, Docking station, wave sound link audio also from computer, microphones (both chord less – 4 nos table top swan neck – 6 nos) in built address system with multi speakers Audio control system complete with electrical wiring, electrical distribution, speakers decibel controls, Limiters etc. and linkage with digital podium, remote sensing bars /wireless link with wave connect kit for I pad, wave controlling pad, controlling system in complete (for CD, VCD or any type of electronic gadgets etc. with players) also connected to podium to cover 130 capacity existing auditorium of Avg. Size: General Dimension of Auditorium (in shapes) 20 Mtr L x 20 Mtr W x at any suitable level, (Ref. drawing) with false ceiling, side panels, proscenium, in complete (Philips audio, Sonodyne, Bose system or equivalent as per prior approval) with DVD/Blue Ray players, sound bars (450 W output) attached to PA Sound ampliflying system, LED TV in complete with wiring, power connection from any point at the Auditorium connected to digital podium (AMA or equivalent)		
990	Supplying, fitting, fixing including installation of Vertical Blinds (Swivel type) - MAC blind with printed design any shade, any colour, any texture, complete with accessories, powder coated. U channel complete with powder coated rails, fixing brackets, sliding polysynthetic cleats, stoppers, operating chord, accessories using 1st quality heavy type 1.5 mm avg. thick polyester fabrics verticals each width 100 mm, of any colour, shade texture (with prior approval) of approved make for windows complete with testing, installation, etc. with prior approval.	M2 (Square Meter)	20
1000	Removing old paint from blistered painted surface of steel or other metal by chipping including scraping and cleaning and exposing the original surface.	M2 (Square Meter)	50
1010	Painting with best quality synthetic enamel paint of approved make and brand including	M2	50

	smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary: (a) On timber or plastered surface (i) Two coats (with any shade except white)	(Square Meter)	
1020	On steel or other metal surface : With super gloss (hi-gloss) - (i) Two coats (with any shade except white)	M2 (Square Meter)	240
1030	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc. / or as suitable for steel frame in false ceiling, window, grill, etc.	M2 (Square Meter)	240
1040	Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc	M2 (Square Meter)	50
1050	Applying Acrylic Emulsion Paint of approved make and brand on walls and ceiling including sand papering in intermediate coats including putty (Two coats) Luxury Quality	M2 (Square Meter)	1600
1060	Applying Interior grade Acrylic Primer of approved quality and brand on plastered / wall panel/ ceiling surface old or new surface to receive Acrylic emulsion paint including scraping and preparing the surface with wall putty thoroughly, complete as per manufacturer's specification and as per direction with prior approval including surface finishing. Two Coats iWater based interior grade Acrylic Primer/ Solvent based interior grade Acrylic Primer	M2 (Square Meter)	1600
1070	Supplying best Indian Sheet glass 4 mm thick including cutting to required sizes, setting on putty bases and fitted and fixed with teak glazing beads (19 mm x 12 mm)/ including putty and nails/ fixing clips as necessary complete to steel windows/ timber sky lights/ timber windows as per site condition with prior approval.	M2 (Square Meter)	20

1080	Supplying best Indian laminated safety glass 5 mm. thick including cutting to required sizes, setting on putty bases and fitted and fixed with teak glazing beads (19 mm x 12 mm) including putty and nails as necessary complete	M2 (Square Meter)	10
1090	Supplying best Indian figured glass viz. hammered, fluted, ribbed, pinhead etc. type including cutting to required sizes, setting on putty bases and fitted and fixed with nails and putty complete. 4 mm thick (White) / Coloured	M2 (Square Meter)	10
1100	French polishing to wood work including preparing surface (ordinary gloss) On old French polished surface including complete removal of the old polish.	M2 (Square Meter)	10
1110	Supplying 'Godrej' mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete.	EA (Each)	10
1120	Stitching crack in brick wall by carefully cutting out face brick 125 mm. deep into the wall, cleaning the gap and filling up the same with precast cement concrete block carefully set in cement mortar (1:3) including mending good damages and finishing the surface to match with adjacent areas complete as per direction. (i) With plain cement concrete blocks(1:1½:3) with stone chips. (a) Block size 250 x 125 x 75 mm.	EA (Each)	10
1130	Supplying solid flush type doors of deluxe high pressure 1 mm thk. decorative laminates (both side) quality, conforming to I:S 2202 timber frame consisting of top and bottom rail and side styles of well-seasoned timber 65mm wide each and the entire frame fitted with 27.5mm wide battens places both ways in order to made the door of solid core and internal lipping with teak, mahogony or rose wood approved decorative veneers using phenol formaldehyde as glue etc. complete, including fitting, fixing the shutters in position including the cost of hinges and other fittings at any height: with 2 hydrolic door closer in each leaf complete with fixtures (a) 35mm thick shutters (single leaf/ double	M2 (Square Meter)	10

	leaf) with all fixing accessories, door handle, locks, hydraulic door closure, stoppers, acrylic finger plates 100mm W x 200mm H in complete with prior approval (Merino/Century/Green/Regal or equivalent).		
1140	M.S. or W.I. Ornamental grill of approved design joints continuously welded with M.S, rods W.I. Flats and bars of windows, railing etc. fitted and fixed with necessary screws and lugs at any height both new and repairing of old grill as per site condition complete including fixing and dismantling if necessary before the work at site with prior approval. (i) Grill weighing above 10 Kg./sq. mtr and up to 16 Kg./sq. mtr. Repair work	M2 (Square Meter)	18
1150	Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame including concrete, steel Butt Hinges and M.S clamps. 1st class seasoned Sal wood including dismantling damaged timber frame and renewing with new door, window, skylight frame with prior approval.	M3 (Cubic Meter)	2
1160	Supplying, fitting and fixing windows and ventilators with or without integrated grills conforming to IS 1038-1975 and manufactured from rolled steel sections conforming to IS 7452-1974 with non-friction projecting type, box type hinges, glazing clips, lugs locking bracket, handle plate etc, including hoisting in position, straightening if required, fixing lugs in cement concrete (1:2:4) with stone chips 20 mm down cutting holes and mending good damages to match with existing surface complete in all respect excluding glazing at any height including steel primer, Flash butt welded windows and ventilators Fixed type/openable steel windows as per IS sizes with horizontal glazing bars including new installation / repairing of existing items - if necessary dismantling the old items/ members as per approval. (Repair Work)	M2 (Square Meter)	15

1	170		_	_	suitable		_		
		_			torium co	_		LSM	
		external	electrific	ation as	s per requ	uren	nent in	DOM	1
					pply, fitti			(Lumpsum)	1
		installati	on of ma	in pane	el as per r	equi	rement	,	
		of the au	ditorium-	-renovat	ion etc.				

- **1.** Tenure of Agreement: 14 (Fourteen) months.
- **2.** Mobilisation Period: 45 (Forty Five) days from date of issue of Letter of Award (LOA)

Part-III: SCC

SPECIAL CONDITIONS OF CONTRACT (SCC)

<u>SECTION-I:</u> The following 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.

Mobilization	45 (Forty-five)days from date of issue of Letter of Award (LOA)
Duration of contract	The contract shall be for a period of 14 (Fourteen) months from date of start of work. The detail period of work is 04 (Four) months for the Conference Room and 10 (Ten) months for the Auditorium.
Performance Security	3% of Contract value
Terms of Payment	On account payment may be made, not often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Intermittent milestone payment as per the line items will be paid upon completion of the line item as defined in the agreement. Additionally, as defined under scope of work, for all bought out items like ACs, Television sets, Digital podium and glass doors will be eligible for 80% payment of the quoted price upon receipt/delivery of the items at NIA, Duliajan and rest upon successful installation and commissioning. All payments shall be based on the actual work done including deviations – if any and for any deductions. All work done will be measured and checked and certified by the Company's representative before any payment is made.
Agent Commission	Not applicable
De-Mobilization	As per the scope of work as indicated by OIL in the agreement, after completion of duration of Contract / completion of the Project or termination of the contract due to any other reasons, Contractor shall have to demobilise his personnel and other belongings from the date of issuance of final completion letter.
Association of company's Personnel	Company's (OIL) Representative: The duties of the OIL's representative(s), which in this case is the Drilling department representative- EIC will act on behalf of the Company (OIL) for overall co-ordination

and project management of this renovation project. The OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorised and notified by Drilling department to the Contractor in writing. The OIL Representative(s) shall liaise with the Contractor, monitor and progress so as to ensure the timely completion of work. Company's (OIL) representative shall ensure that the works are carried out in accordance with specifications, scope and other terms and conditions of contract. The Company's representative shall have the right to inspect at all reasonable intervals of the works and instruct necessary tests to be carried out and such work which is not in accordance with the contract. The Company's representative will have the right to scrutiny records of the works if required. In general, the Company's representative will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor during the entire tenure of the Contract.

Liquidated Damage

project within the stipulated timeline as defined under the individual packages, 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.

In the event of the vendor's delay in completing the

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

Warranty and remedy of defects

Contractor must perform all its services under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accepts full responsibility for the satisfactory delivery of quality of such services performed by it. Any defect/deficiencies noticed, Contractor within 15 (fifteen) days upon the receipt of written notice from the Company (OIL), shall improve their performance/correct such deficiencies failing which the Company (OIL) will have

	right to terminate the Contract by giving the Contractor written notice with immediate effect. All electrical /electronic bought out items warranty as per OEM should be provided by the Contractor to OIL.
Miscellaneous Provisions: Key personnel	During the tenure of the Contract, Contractor shall keep the sitewhere 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. OIL will provide a dumping ground for the old
	dismantle items for safe disposal.
Limitation of Liability (%)	In the event of any damaged because of the negligence in operation by the contractor's personnel, it shall be the contractor's sole responsibility to repair such damages. The contractor will not be paid any rates till the damage is rectified to the full satisfaction of OIL. However, in case of dispute whether such damages / losses is due to the negligence of the contractor an independent third party inspection mutually agreed upon by the company and the contractor will be instituted whose decision will be final. Such payment of damages shall be made forthwith by the contractor within 07 (seven) days of receipt of notice for such payment. The company, however, reserves the right to adjust the same from the contractor's outstanding bills.
Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may be	Payment of wages: The Contractor must make the Wages to all the personnel/Manpower deployed under the contract as per the Minimum wages act wherever applicable as defined under this service and it should be in compliance with the minimum wage act of govt. as per notification issued by the Ministry of Labour & Employment, Government of India in respect of workers engaged in employment for work above grounds and revised time to time. All wages to the personnel should be made by 7th of

Part-III: SCC

	each month and in case payments are not made regularly, subsequent invoices might be kept on hold.
Subcontracting: Allowed/Not Allowed	Not Allowed, however for Electrical jobs under the service, the contractor may bring in a partner having valid Electrical license for the electrical jobs
Address details for submission of invoice	All Invoices are to be sent to the following address: CGM (Drilling Services) Oil India Limited, New Industrial Area P.O. Duliajan-786602 Dist. Dibrugarh, Assam
Force Majeure rate	Not Applicable

SECTION-II: GOODS AND SERVICES TAX:

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

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

- 2. "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.
- 3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

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- 4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 5. 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.

6. 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**.

- 7. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 8. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 9. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 10. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- 11. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 12. Notwithstanding anything contained anywhere in the Agreement, in the event

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that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

- 13. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 14. 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.
- 15. 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.
- 16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 18. 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.
- 19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 25. 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.
- 26. 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.
- 27. 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.

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- 28. 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.
- 29. Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

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

Note: OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW

Arunachal Pradesh: 12AAACO2352C1Z8

- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.
 - GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:
 - i) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

30. Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

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31. In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

SECTION-III: SPECIAL TERMS AND CONDITIONS

Details of the Service	Renovation of Auditorium and Conference Room of Drilling Department at New Industrial Area.
Area Of Operation	Drilling Department, New Industrial Area, Oil India Limited, Duliajan
Interim de- Mobilization and Re- mobilization	Not applicable
HSE Policy	Refer Part-V: Safety Measures of Tender Documents
Notice	Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below: Company a) For contractual matters GM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in b) For technical matters
	CGM (Drilling Services) Oil India Limited, P.O. Duliajan-786602

Dist. Dibrugarh, Assam. Phone No. 91-374- 280 6800 Email: anjanphukan@oilindia.in
c) Contractor
A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SECTION-IV

1. **DEFINITIONS:**

In this contract, the following terms shall be interpreted as indicated:

- The "**Contract**" means agreement entered into between company and contractor, as recorded in the contract document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- The **"Contract price"** means the price payable to contractor under the contract for the full and proper performances of its contractual obligations.
- "The work" means each and every activity required for the successful performance of the services described in Section-I of the tender document and under guideline of Part III as set out hereof.
- "Company" means Oil India Limited (OIL) and its executors, successors, administrators and assignees.
- "**Contractor**" means the individual or firm or body incorporated performing the work under the contract.
- **Sub-Contractor:** Shall mean any person or firm or company (other than contractor) to whom any part of the work has been entrusted by contractor, with written consent of company or its Engineer In-charge and legal representatives, successors and permitted assigns of such persons, firm or Company.
- **Engineer In-charge (EIC):** Shall mean the person designated by the company and shall include those who are expressly authorized by Drilling Department to act for and on its behalf for operation of the contract.
- **Work:** Shall mean and include all items and things to be supplied / done and services , activities to be perform by the contractor in accordance with contract or part thereof as the case may be and shall also include all extra, additional, altered of substituted works as required for the purpose of the contract.

• **Contract documents:** Shall mean collectively the tender documents, designs, drawings, specifications, schedule of quantities, rates, letter of acceptance and agreed variation if any, and such other documents constituting the tender acceptance thereof.

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- **Drawings:** Shall includes plans, maps and tracing or prints and sketches thereof with any modification approved by Engineer in-charge and such other drawings as may from time to time, be furnished and approved in writing by the company /Engineer In-charge.
- **Specification:** Means and includes all technical specifications, provision attached and referred to the tender document regarding method and manner of performing the work and qualities of the work materials to be furnished under the contract and also as modified by company / Engineer in-charge during the execution of contract in the best interest of work.
- **Temporary works:** Shall mean all temporary works of every kind required, in or about the execution, completion or maintenance of work.
- **Permanent works:** Shall mean and includes works which will be incorporated in and from a part of the work to be handed over to the company by the contractor on completion of the contract.
- **Construction equipment:** Shall mean all appliances/ equipment and things whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work or temporary work. This does not include materials or things intended to form or to be incorporated into the permanent work.
- **Change order:** Mean an order given in writing by the Engineer in charge to effect additions to or deletion from and alteration in the works.
- **Completion Certificate:** Shall mean the certificate to be issued by Engineer in charge when the works has been completed in accordance with the contracts documents to the satisfaction of Engineer In-charge.
- **Final certificate:** Mean the certificate regarding the satisfactory compliance of various provision of the contract by the contractor issued by Engineer Incharge/company after the period of defect liability is over.

Defect liability period: Period [Twelve months' period of liability from the date of completion of the renovation individually for the conference room and the auditorium.

The Contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the EIC which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by Contractor or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the EIC or in default, the EIC may carry out such works by other work and deduct actual cost

incurred towards Labour, supervision and materials consumables or otherwise plus overheads from any sums that may then be or at any time thereafter, become due to the Contractor or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the work/equipment, is found defective and is rectified/replaced, the period of liability for such equipment/portion of work shall be operative from the date such rectification/replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only. Notwithstanding the above provisions the supplier's guarantees/warrantees for the replaced equipment shall also be passed on to the Company.

However, in case of critical items, if the guarantee/warranty period is beyond defect liability period, then guarantee/warranty shall applicable for that period also.

- **Site**: Shall mean the land and/ or other places on, under, in, or through which the works are to be executed or carried out or service rendered; and any lands or places provided by Drilling Department for the purpose under the contract.
- "PPE" is the personnel protective equipment required to use by each person while working.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF C O M M E N C E M E N T OF THE CONTRACT AND DURATION OF CONTRACT:

- **2.1 EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date, Company notifies Contractor in writing (Letter of Award) that it has been awarded the contract. The date of issuance of Letter of Award by the Company will be the effective date of Contract.
- **2.2 MOBILISATION TIME**: Contractor shall have to mobilize their personnel at the NIA, Drilling Department with 45 (Forty-Five) days from the date of issue of Letter of award.
- **2.3 DATE OF COMMENCEMENT OF OPERATION**: The date on which the mobilization is completed in all respects shall be treated as date of Commencement of operation.
- **2.4 DURATION OF CONTRACT:** The contract shall be for a period of 14 (Fourteen) months from the commencement date of operation.

3.0 OTHER CONDITIONS OF CONTRACT:

3.1 SAFETY REGULATIONS & LABOUR LAWS: Contractor shall observe such safety regulations in accordance with acceptable practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution at all times.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

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- 4.1 The contractor shall have his own PF Code No. as required under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- 4.2 The contractor shall pay the wages to the workers engaged under the Contract latest by 7th of every month as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.
- 4.3 Contractor shall comply statutory minimum labour wages, P.F. to his workers at the prevailing rates as fixed by statutory bodies.
- 4.4 The contractor must pay at least the minimum wage as applicable throughout the Contract period including PF to the personnel.

5.0 CONTRACTOR PERSONNEL AT SITE:

- **5.1** List of persons employed by Contractor for the subject work shall be submitted to OIL within 30 (thirty) days from the day of issue of LOI/LOA. If required necessary verification from Police / Gram Pradhan shall have to be submitted by the contractor.
- **5.2** The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep OIL indemnified against all losses, damage and claims arising thereof.
- **5.3** The personnel engaged by the Contractor shall be subject to security check by OIL's security staff while entering/leaving the premises. The contractor & his personnel shall be required to follow the rules and regulations of OIL in force from time-to-time. The contractor may also be required to provide photo passes to the personnel required by him for security and safety reasons and furnish the details of the same when asked for.
- **5.4** No other person except Contractor's authorized representative and approved workers shall be allowed to enter OIL premises. Contractor shall also not entertain any outsider or extend any service beyond OIL's premises. Entry of Contractor's persons shall be regulated with proper identity/gate pass.
- **5.5** Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to OIL shall be recovered from the Bills/ Final bill of the Contractor.
- **5.6** Contractor shall provide all necessary tools and tackles, equipment, safety belt, safety net, wheel burrow, scaffolding, ladders, drilling m/c & safety equipment etc. required to carry out job at his cost.
- **5.7** The Contractor, on or after award of the work shall name and depute an authorised personal having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer In-Charge (EIC) sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever

in the opinion of EIC, additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof. The Contractor shall ensure to the satisfaction of the EIC that sub-Contractors, if any, shall provide competent and efficient supervision, over the work entrusted to them.

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- **5.8** If and whenever any of the Contractor's or sub-Contractor's agents, sub-agents, assistants, foremen, or other employees shall in the opinion of the EIC be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Company or the EIC, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the EIC, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the EIC. Any person so removed from the work shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 5.9 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen & others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Company of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of EIC upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Company on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract. The Contractor shall be liable for all acts or omissions on the part of his staff, foremen and workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

6.0 SITE CONDITIONS:

different works/items mentioned in SOQ for renovation of Conference room are to be carried out in line with already operational department premises. The contractor has to ensure minimum obstruction within the departmental premises. Further, during office timings, it is to be ensured by the contractor that minimum noise is created which do not affect the working of OIL employees. Necessary cutting of Marble/Granite/Stone/material etc. is to be carried out at the site designated by the Engineer-In-Charge and cut stones/material are brought to OIL's site for necessary fixing. The activities are to be carried out in such a manner that dismantled materials do not fall directly on the floor, necessary arrangement for the same is to be made by the contractor. The job of renovation is to be carried out in phases as directed by the Engineer-In-Charge and the tenderer / contractor shall have no objection in this regard. The work area/areas are to be effectively covered by the contractor at his own

cost so that there is no spillage of dust, material, etc in balance area of the Contracts department. The working area is to be kept neat & clean by the contractor at his/her/their own cost for which necessary man power/ equipment are to be provided by the contractor.

- **6.2** The quoted rates shall include all costs, transportation of material to and from the premises as and when required. Transportation of any wastage, exchange of rejected or defective material, surplus material etc. shall have to be arranged by the tenderer/contractor at his own costs. Also any material brought inside or taken out of the premises shall have necessary prior permission to do so.
- **6.3** Tenderer/Contractor has to make all the arrangements for tests / inspection either at site or elsewhere at his own cost and expenses. The tenderer/contractor shall arrange for the necessary quality tests at his own cost from the reputed laboratory, if required to be done for such items. Contractor has to bring the material at site as per the approved make and for the material for which approved make is not stipulated in the tender same shall be brought of ISI marked as per direction of EIC.
- **6.4** The drawings, conditions, specifications and schedule of quantities forming contract document are explanatory and are complementary to one another representing together with the work/installation to be carried out. In case of doubt, the matter shall be discussed with EIC and necessary clarifications obtained. If neither the drawing nor the specifications, the schedule of quantities include any provisions which are absolutely necessary to complete the work as per drawings, the contractor shall provide the same, contained in any one viz (i) the drawings, (ii) the specifications and (iii) the schedule of quantities but not specifically appearing in the other all such parts of the contract document and the work shall be executed accordingly.
- **6.5** The contract shall be carried out in workmen like manner and the workers will abide by all OIL rule and norms while inside the premises. They shall also restrict movement to their place of work only. The workmen shall work in close co-ordination of any other agencies working at site. This shall be adhered to at no extra cost.
- **6.6** The tenderer/contractor shall be responsible for any injury caused to persons, animals or things (fittings/fixtures/furnishings etc.) any damage caused to any property of OIL etc. which may arise from the operations or neglect of any person of the tenderer/contractors or any person engaged by him for any purpose related to the execution of this contract. This clause shall include inter alia, any damage to buildings, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The tenderer/contractor shall indemnify OIL of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of the above. The tenderer/contractor shall further make good all damaged caused thus either to OIL or to any third party.
- **6.7** The contractor shall indemnify OIL under Workmen's Compensation Act, Fatal Accident Act, Personal Injuries Act, Insurance Act etc. and or their Industrial Legislation in force from time to time. The contractor / tenderer shall indemnify OIL for compliance to the labour laws.

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

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7.0 SCOPE OF SUPPLY:

All materials, manpower, 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.

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

8.0 WATER & POWER SUPPLY:

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

- **9.0 GENERAL OBLIGATIONS OF COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- **9.1** Pay Contractor in accordance with terms and conditions of the contract.
- **9.2** Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- **9.3** Perform all other obligations required of Company by the terms of the contract.

10.0 INSPECTION OF THE WORK:

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

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

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

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11.0 SECURITY:

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

12.0 DELETION OF WORK:

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

13.0 ESCALATION:

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

14.0 ASSIGNMENT OF CONTRACT:

The Contractor shall not sublet / sub-contract, transfer or assign the Contract or any part thereof in any manner whatsoever without the consent in writing of the Company. However, such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract and the Contractor shall be fully responsible for the services hereunder and for the execution and performance of the Contract.

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

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

15.0 WORK ON SUNDAY AND HOLIDAYS:

- **15.1** The contractor shall obtain permission at least two days in advance to carrying out jobs on Sundays and holidays.
- **15.2** The contractor shall observe all statutory labour laws and other statutory rules and regulations in force.

16.0 WORKING IN SHIFTS:

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

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<u>NOTE</u>: Drilling department may allow the contractor workers to stay within the premises considering the nature of work to be performed under the contract. However, separate permission must be sought by the contractor for the same.

17.0 The Bidder/Contractor understands that minimum wages may increase from time to time as notified by statutory authority and undertakes that Contractor shall not make Company liable to reimburse Contractor for such statutory increase in wage rates of the labours/workers appointed by the Contractor during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. Bidder shall bid after considering this increase in wage rates for the entire period of Contract including extension provision.

The Contractor further undertakes that he/she/they will pay his/her/their workers the increased wages as notified under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour deployed by the Contractor 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.

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

- (a) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all subcontractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub-contractors.
- (b) Every person deployed by the contractor must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment for the job and conforming to statutory requirement and company PPE schedule. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill.
- (c) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules and safety of workers engaged by him. The personnel will not refuse to follow any instruction given by company's Engineer/Official/Supervisor for safe operation.
- (d) Any compensation arising out of the job carried out by the Contractor

whether related Safety or Health will be paid by the contractor only.

- (e) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- (f) The contractor shall have to report all incidents including near miss to departmental representative of the concerned department of OIL.
- (g) 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.
- (h) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- (i) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- (j) A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- (k) In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- (l) 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.
- (m) The contractor should prevent the frequent change of his contractual employees as far as practicable.
- (n) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

The SCC for the Electrical Part of the Tender comprises two basic parts as follows and will be applicable for both the packages A & B:

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- A. GENERAL
- B. TECHNICAL

A. GENERAL

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

- Part-III: SCC
- (i) Letter of intent / Detailed Letter of intent along with statement of Agreed Variations and its enclosures.
- (ii) Bill of Quantity.
- (iii) Special Conditions of Contract
- (iv) Job specifications
- (v) Drawings
- (vi) General Condition of contract
- (vii) Indian Standard/Technical/Material Specifications.

2.0 LOCATION OF SITE AND SITE PARTICULARS

The intending Bidder shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions and job details before submitting the tender. Non familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.

3.0 STATUTORY REQUIREMENT FOR WORK

- **3.1** The contractor should have valid Electrical Contractor License issued or recognized/endorsed by State Licensing Board, Govt. of Assam. In case license expires during contract period the same shall be renewed by the contractor. The contract may be terminated if the license is not renewed.
- **3.2** In case the contractor/firm does not possess Electrical Contractor License, he/the firm may form a consortium with another person/firm who/which possesses valid Electrical Contractor License issued or recognized/endorsed by State Licensing Board, Govt. of Assam. In such a case, the partner having the valid Electrical contractor license shall be responsible for executing the electrical portion of the contract as per stipulations detailed in the tender.

Contractor can appoint an Electrical partner for the Electrical works and the same needs to be approved from OIL prior to start of work.

- **3.3** Contractor shall employ work persons with valid wireman permit (covering relevant portions), issued/recognised by State Licensing Board, Govt. of Assam to carry out all electrical jobs and shall deploy one supervisor holding valid Electrical supervisor's competency certificate (covering relevant portions), issued/recognized/endorsed by State Licensing Board, Govt. of Assam for supervision of electrical jobs.
- **3.4** Validity of all certificates/permits/licenses mentioned above shall be reckoned as on the original bid closing date.
- **3.5** Quality of jobs carried out by the Contractor shall be of high standard and should be as per the norms of BIS, NEC, CEA Regulations and other electrical standards recognized by the company.

4.0 POWER

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

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5.0 SCOPE OF SUPPLY

Company does not envisage supplying any material for this work & contractor shall arrange all materials, instruments, tools and tackles etc. required for execution of the work. Makes of items shall be as per attached Make List only ("Annexure IV"- for electrical items).

6.0 SCOPE OF WORK

Brief details of work to be carried out by the contractor are as described below. This will include supply, storage, Dismantling, laying, installation, jointing and testing, obtaining approvals, testing and commissioning and completion of different electrical works. The contractor shall finally give a certificate of electrical work executed by him stating the job done as per the requirement of Central Electricity Authority Regulations, 2010. The work shall be carried out as described in Schedule of Quantities (SOQ), specifications, and drawings, BIS/NEC guidelines and as per the instructions by Engineer-in-charge (electrical), of the Company. The scope of work shall cover electrification works of NIA Conference room and auditorium and its allied locations or as specified by concerned Engineer in charge.

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

- i) Dismantling and removal of existing wiring, clearing the site for new wiring
- ii) Point wiring of light points, call bell points, Ceiling fan points, and exhaust fan points etc.
- iii) Plug points, general power points, metal clad plug & socket outlet points etc. including light and power accessories etc., complete in all respects
- iv) All surface/concealed wiring through BIS marked medium/heavy duty PVC Casing capping/conduit, on or through wall, roof, roof beams, false ceiling, floors etc.
- v) Cables including Earthing cable from LT panel/Earth Electrode to VTPN DBs
- vi) Cables from Main Distribution Boards (VTPN DB) to Distribution Boards (TPN/SPN DB), sub main wiring from main/sub distribution boards to various final distribution boards/switch boards
- vii) Main Distribution Boards (VTPN DB), Sub-Main Distribution Boards (TPN DB) and Sub Distribution Boards (SPN DB), as required
- viii) Light fixtures (including external light fittings) and ceiling & exhaust fans
- ix) Earthing of all Main VTPN DB, SPN DBs, switchboards etc. complete in all respects

7.0 SCHEDULE OF QUANTITIES/RATE

7.1 The quantities shown against the various items are only approximate and may vary to any extent individually subject to relevant clause of General Conditions of Contract. Any increase or decrease in the quantities shall not form the basis for alteration of rates quoted and accepted including where low/high rates have been quoted by the successful bidder.

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- **7.2** The Engineer in charge reserves the rights to interpolate or extrapolate the rate for any new item of work not finding a place in the Bill of Quantity, for similar items of lower and/or higher magnitude available in the Bill of Quantity.
- **7.3** In case any activity though specifically not covered in Bill of Quantity description but covered under scope of work/spec./drawing etc., contractor has to carry out the same without any extra claim.
- **7.4** The words "Bill of Quantity", "BOQ", "Schedule of Quantity" and "SOQ", appearing in this document, carry the same meaning.

8.0 PRICE VARIATION

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

9.0 MEASUREMENTS, BILLING & PAYMENT

- **9.1** All works shall be measured in metric system based on actual work done as per the terms and conditions of the Tender documents.
- **9.2** The final bill shall be submitted by the Contractor within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the contractor (approved by OIL) whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
- **9.3** Final bill based on Schedule of Quantity shall be prepared and submitted based on joint measurements (OIL and contractor). Contractor shall ensure that bills are submitted promptly and timely.

10.0 DEDUCTIONS FOR INCORRECT WORK:

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

11.0 CONTRACT DRAWINGS

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

a) Layout diagram of complete wiring showing route for wiring from electrical panel to VTPN DB to TPN/SPN DB, TPN DB to SPN DB, SPN DB to Switch Board, Light and ceiling positions etc. showing all roof/floor/beam route layout.

- b) Schematic diagram for complete electrical work
- c) Contractor 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.

12.0 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) Location of DB's, Sub-mains, junction boxes & earthing (floor-wise)
- c) Schematic diagram for overall electrical distribution
- d) "As-Built") Layout of lighting & power wiring: Complete wiring showing route for wiring from electrical panel to VTPN DB to TPN/SPN DB, TPN DB to SPN DB, SPN DB to Switch Board, Light and ceiling positions etc. showing all roof/floor/beam route layout
- e) Cable schedule
- f) Operation & Maintenance Manuals for equipment if any
- g) Manufacturers' test reports & data sheets for equipment if any
- h) Electrical test certificate for the electrical work done as per CEAR, 2010

B. TECHNICAL

1.0 SCOPE

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

2.0 TERMINOLOGY

The definition of terms shall be in accordance with 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 (like chandeliers, group of decorative lamps, etc.). Point wiring does not include switch which is covered under a separate item (supply and fixing of modular switch).

• Includes supply & fixing of all items as specified in SOQ, like device holders, wires, conduit/casing-capping, accessories like screws, rawl 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.

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- 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 10 metre wiring on an average.
- **2.1.2** Light plug point (socket outlet point) wiring:

A Socket ("plug point") outlet point wiring

- Shall extend from the switchboard to the corresponding wall socket outlet. Sockets may include a single socket or multiple sockets (of same rating) in one module.
- Includes plug points (6A), and other similar wall outlets.
- 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 5/6 A,15/16 A 6 pin socket and 20A
 MCB Metallic Switch/ socket.outlet

- Include all wiring accessories
- Shall be reckoned as total length of wiring and measured on linear basis along the run of wiring

 Details of wire size, material, conduit/casing capping, colour of insulation as in SoQ

2.4 SUB-MAIN WIRING

Sub-main wiring

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

3.0 OTHER WIRING WORKS:

As per the details given in the SoQ.

4.0 SYSTEM OF DISTRIBUTION AND WIRING:

4.1 Control at the point of entry of supply:

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

4.2 Distribution:

The wiring shall be done on a distribution system through main and/or branch (submain) 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:

ations shall be arranged

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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.
- 5A/6A Socket outlet shall be wired in the light plug point circuit.
- 6/16A combined socket outlets and other power outlets shall be wired in the 'Power' circuits.
- 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 concealed conduit/surface casing/capping as per SoQ. 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 laid up to the switchboard or distribution board as the case may be.

6.0 RATINGS OF OUTLETS:

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

RCCBs for household circuits and similar installations should be rated for 30 mA tripping current.

Socket Outlets shall be rated according to their intended use only.

7.0 CAPACITY OF CIRCUITS:

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

8.0 CONFORMITY TO CEA REGULATIONS, 2010 AND STANDARDS:

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

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

9.0 TESTING OF WIRING / INSTALLATION:

Before/after and in stages, wherever required, OIL's engineer-in-charge shall inspect drawing of wires through conduits for correct size, quality, colour and continuity (absence of loops) from points to switchboards and other wiring items. Inspection will be done in stages, as work progresses.

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In case of casing/capping type wiring or as per SoQ, wherever required by OIL's engineer-in-charge, capping shall not be fixed on the casing till the work has been inspected with the wires in position and approved. Inspection will be done in stages, as work progresses.

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

The following tests should be carried out:

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

All necessary test instruments shall be arranged by the contractor.

10.0 GENERAL REQUIREMENTS OF COMPONENTS:

10.1 Quality of materials:

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

10.2 Ratings of components:

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

10.3 Conformity to Standards:

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

10.4 General Notes:

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

11.0 WIRES AND CABLES:

11.1 Wiring:

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

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- 'Lighting': 1.5 sq. mm,
- 'Light Plug Point': 1.5 sq. mm,
- 'Circuit Wiring': 2.5 sq. mm (from MCB DB to switchboard),
- 'Power': 4 sq. mm,
- Circuit (Sub-Main): 16 sq. mm (from VTPN DB to TPN DB),

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

11.2 Cables:

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

12.0 PVC CASING AND CAPPING

- **12.1** PVC casing and capping shall be BIS marked.
- **12.2** Providing and fixing of PVC casing and capping include bends, elbows, tees, inside and outside corners, round blocks and painting:

PVC casing and capping should be strong and properly fitted so as to hold wires laid in it up to 70% to its full capacity for all areas. It should be rigidly screwed at 150mm interval crosswise with suitable woodscrews of 25mm length turned in PVC sleeve inserted in neatly drilled holes of proper size and depth with cup washer to give proper grip over more surface area. It can be run whether in horizontal or vertical position as required.

12.3 Providing earth continuity wires:

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

13.0 PVC CONDUITS:

- **13.1** All rigid conduit pipes shall be of medium (or heavy) duty PVC conduit of good quality and be BIS marked.
- **13.2** The conduit wiring system shall be complete in all respects, including their accessories and should be properly saddled in every 0.5 m length. Where a large number of control switches and/or fan regulators are required to be installed at one place, these shall be installed in more than one outlet box adjacent to each other for ease of maintenance.

13.3 Bunching of cables:

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

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Wiring shall be so designed such that individual conduits are not filled beyond 40% of their capacity.

14.0 WIRING ACCESSORIES:

14.1 Control switches for points:

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

14.2 Socket outlets:

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

The layout of wiring shall be as approved by Engineer in Charge.

14.3 Switch box covers:

These shall be modular type of suitable size.

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

15.0 FITTINGS:

Indoor type fittings specification (as appearing in BoQ):

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

- i) Optical system should provide all round glare and beam control.
- ii) Luminaire shall be as follows:
 - a) 2X2 light (36 W) LED luminaire for conference and Auditorium as detailed in the SoQ
 - b) 12W-15 W LED recessed type downlight as detailed in the SoQ
 - c) (1x4) suspended type LED Luminaire as detailed in SoQ.

- d) 30 m LED light strip as detailed in SoQ.
- e) Flood light for stage lighting as detailed in SoQ.
- iii) Luminaires shall be pre-wired up to the terminal block and fitted with High Performance driver (THD<10%) as standard, PF> 0.95; driver to conform to IS/IEC for safety/ performance.

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

16.0 PRE-WIRED MCB DISTRIBUTION BOARDS:

Pre wired MCB DB's shall be provided where specified. The complete board shall be factory fabricated and shall be duly pre-wired, ready for installation at site.

The board shall be of wall mounted, cubicle type construction, fabricated out of 1.6mm thick sheet steel, with stove enamelled paint finish. The board shall be provided with a hinged cover of 1.6mm thick sheet steel on the front. Only the knob/dolly of the MCB's shall protrude out of the front covers through openings neatly machine made for the purpose. Knock out holes at the bottom, and detachable plate with knock out holes at the top of the board shall be provided.

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

Each distribution board shall be provided with a circuit list giving details of each circuit which it controls and the current rating of the circuit, and the size of the MCB. The board shall be complete with the following accessories:

- a) 100 A copper bus bar(s) for MCB DBs
- b) 250 A copper busbar for VTPN DB (fitted with 160A MCCB)
- c) Neutral link
- d) Common earth bar
- e) DIN bar for mounting MCB's
- f) Screw type terminal connectors suitable for incoming and outgoing cables.
- g) Earthing stud(s)

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

The common neutral bar as well as the terminal connectors shall, however, be provided within the main compartment just below the loose wire box.

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17.0 MINIATURE CIRCUIT BREAKERS (MCB's):

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

18.0 SWITCH BOARD LOCATIONS:

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

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

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

19.0 EARTHING:

Whenever earth electrode is to be supplied and installed, only readymade, maintenance free, CPRI approved earthing electrodes with the proper dimensions (as per BOQ) shall be used. This shall be complete with excavation of earth pit and construction of brick earth chamber to proper specifications as in BOQ.

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

Dismantling of Existing Wring system.

Dismantling shall be done as per requirement and as advise by OIL's Engineer. It shall be measured as 1 set including all dismantling of wiring system of conference room, auditorium and its allied locations.

It shall extend from controlling switch/MCB/controller/DB to the corresponding point/device (lamps/luminaire/Fan/Exhaust fan/call bell etc.) including wiring.

All dismantled items shall be kept in a common location as shown by OIL's engineer.

20.0 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

e (Electrical) during the

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there the defects pointed out by the Engineer-in-charge (Electrical) during the progress of work.

21.0 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 energised only after OIL approves the work done and submission of test certificate.

Note: Bidders are also to refer the Item Specification in Annexure – I & Quantity Specification in Annexure – II for clarity of this tender

SECTION-V: SCHEDULE OF PAYMENT

TERMS OF PAYMENT:

(A) PAYMENT OF RUNNING BILL:

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

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

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

(B) PAYMENT AGAINST BOUGHT OUT ITEMS

80% of the cost of bought our items shall be paid upon delivery at site. Balance 20% will be paid upon successful installation & commissioning of the items at site.

(C) PAYMENT OF FINAL BILL:

- (i) Contractor must submit his final bill within 60 (Sixty) days of completion of the work and payment of the final bill shall be made to the contractor within 120 days of the submission of the bill on joint measurement and after completion of all obligations under the contract, site clearance certificate etc.
- (ii) No Demand Certificate: The contractor shall submit final bill along with No Objection Certificate (NOC). The final bill shall be processed only on submission of NOC, otherwise final bill will be paid only after one year of submission of the same, as per OIL's records.

SECTION-VI: SCOPE OF WORK

1. Broad Scope of Work

Drilling Department of Oil India Ltd is located at New Industrial Area (NIA), Duliajan. Drilling department is intending to renovate the Conference Room located at the 1st floor (Package A) and the Auditorium (Package B) located at the ground floor of the of NIA, Building with entirely new interiors and associated electrical system.

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Bidder has to perform the renovation work of both the packages 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. The successful bidder shall have the entire responsibility to complete the renovation work of both the packages within the specified time frame.

(A) NAME OF THE WORK:

PACKAGE A - Renovation of the Conference Room

Completion Period: 04 Months from the date of start of work.

Broad Scope of work

Renovation of Conference Room located at the first floor in NIA including electrical wiring and supply, installation, commissioning of items as described in SOQ. Any other item not specifically mentioned but required for completing the work shall also be executed under the contract.

- **1.0** All works shall be carried out as per items given in SOQ and as detailed in the tender/contract. In case an item has got a guarantee/warranty period, then the same is to be passed on to OIL. If such item fails before its guarantee period is over, then contractor has to rectify/ replace it at his own cost or through the authorized agent of the item.
- **2.0** The existing layout of Conference Room is enclosed as Annexure-III. The contractor should note that the proposed layout is only tentative and the final layout may vary depending on the site conditions at the time of execution of the job as directed / approved by Engineer-in-charge.
- **3.0** The bidder will carry out dismantling of existing setup as required under the service. The unserviceable old/ damaged fittings/ dismantled materials/ rubbish shall be taken out immediately and disposed of at the designated site by loading, transporting and unloading to the approved dumping ground or as approved by Engineer-in-charge. It may be noted that the dismantled material shall be credited to the contractor except certain material asked by OIL to be kept for future use.
- **4.0** 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.

5.0 The above gives the general scope of work, however, contractor is supposed to acquaint himself of various items as detailed in SOQ. The bidder is advised to see the site conditions and nature of job before quoting against this tender. It is understood that the tenderer / contractor has satisfied himself of the information and knowledge required before bidding and has assess the site conditions, the type and nature of work before quoting the rates and no claim on this account shall be entertained during the execution phase of the package.

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6.0 The various items to be supplied under the service shall be as per the Price Bidding Format attached with tender document. The rates should include supply of all materials, man power, equipment, consumables, taxes & duties, royalties, profits and overheads like Labour License, Insurance etc. required for the job as per specifications and SOQ.

1.0. Civil Work

The following work will be under the scope of the bidder

1.1 DISMANTLING:

Dismantling of the existing Interior Items including Ceiling, Panels, Floor, Wall panel, Furniture, partition, Doors, Cupboards, Electricals/ AC etc. and shifting-with safe, secured storage of existing Interior Items as per direction will be required for the satisfactory work in complete.

1.2 Expose Surface Treatment after dismantling: Surface finishing, filling up the walls by putty and then applying two coats of primer.

1.3 WALL PANELLING:

Supply, fitting, fixing wall panel with BWR 9mm solid ply board with edge finishing-gap finishing - board for wall Panelling. This panelling should be post laminated - high pressure laminates 1mm thick- grade I quality with suede finish, fixed with seasoned quality timber with anti-termite treatment for protection before fixing the panel boards as specified - 25mm x 50mm frame work @ 600mm c/c both ways as adjusted - fit to size directly grouted to walls. Wall panel runners with panel board including anti fungus, treatments complete at-site installation, tailor made to Interior dimensions including keeping free space for doors/ opening area etc. in complete. Anti-termite treatment to walls /structure /anti-termite paints to wall for protection before fixing the panel boards is to be done.

Panel board/ laminates: Make - Century/Green / Merino with as per approved colour, shade, texture

1.4 FALSE CEILING

Supply, fitting, fixing false ceiling (Tiles 600×600 at the interval of 600 mm c/c with moulded wall decorative cornice 150mm H x 100mm W) of Gypsum material/high density fibre -decorative semi perforated acoustic boards/ insulated boards 600×600 false ceiling (Make: Armstrong / Indian Gypsum). The tiles should be fixed with covered powder coated metallic long and cross Tees and G.I. up stand

framing system like cross runner and main runner. Provision for ceiling lights cut outs including drop/curving /any design décor ceiling material including finishing as per recessed ceiling design with MF suspended ceiling made with 12.5 mm thick tiles, perimeter channels 20 mmm x 30 mm x 0.55 mm thick and intermediate channels 45 mm x 20mm x 0.9 mm thick placed at 600 mm c/c. All ceiling section to fix by Machine screws and finished with jointing compound. The sizes are tentative and can depend as per the requirement during the actual execution.

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- **1.5 Ceiling Pelmet**: (For Ceiling LED strip light in strategic area): Supply fitting, fixing pelmet using 12mm thick BWR solid ply board using both sides 1mm thick high pressure decorative laminates any design shades -texture including polished wood lipping with fitting fixtures etc. in complete near ceiling edge area / and or strategic locations avg size 180 mm D x 125 mm W x 80 mm outer edge height, drawing complete with fixtures installation with the wall with cornice edge to accommodate LED Strip Lights, starter, drivers and accessories in complete with prior approval.
- **1.6** French polishing to woodwork, doors, panels including surface preparation complete with removal of the old polish complete with finishing.

1.7 Carpet Tiles

Supply, fixing Installation of Loop Pile Nylon Carpet on the existing floor of approx. 55 Sq M as per the installation process. The minimum size of the Carpet tiles to be 500mm x 500mm (Minimum Effective Pile Thickness of 2.8mm and minimum total thickness of 6.2mm). The floor size are tentative and can depend as per the requirement during the actual execution. The colour and texture of the Carpet tiles to be approved by Company authorise representative prior to purchase by the Contractor.

1.8 Supply and fixing of Bromides Photo/ Images (60 cm x 45 cm)

Drilling department will provide photos/ Images which the bidder has to make on Bromide paper with laminated cover and framed. Total 06(six) numbers.

- **1.9** Supply and installation new etched toughened Glass entrance Door of 12 mm with lock and required brackets including hydraulic close/ open spring as per site requirement. The glass to be provide with OIL logo and name as per advice.
- **1.10** Supply and installation new 02 numbers flush doors of delux decorative (One side) with lock and with all fixing accessories, door handle, locks, hydraulic door closure and stopper accessories. The doors should be supplied with mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete of make Godrej/Dorset/Harrison/Yale/Europa
- **1.11** Supply and fixing of signage of stainless steel at the entrance. Size: 450mm x 300mm X 4 mm thick

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- **1.12** Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering including using of approved putty etc. on the surface, if necessary after department approval:
- (a) On timber or plastered surface
- (b) On steel or other metal surface
- **1.13** Plaster to wall, floor and ceiling with 1:3 cement mortar for repair work as per site condition at any height of the conference room.

2.0 ELECTRICAL WORK:

- **2.1** Supply, Installation, testing and Commissioning of Suspended /recess type LED Down Lighter 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
- **2.2** Supply, Installation, testing and Commissioning of Ceiling pelmet strip light: Supply fitting fixing LED strip lights at ceiling pelmet using 7W (WW WH) /per Mt with 3 Amp SMPS, drivers, joint connectors, terminal connectors, RGB controller, driver with adequate LED CHIPS, multi EV plug in complete with all accessories, wiring with lead casing (12 MM) from electrical points avg 400 mm L with all lighting connections inside pelmet (including trial run) as effect lights with electrical connection, testing, plug with the existing electrical points and mending good-damages of all existing surface including matching colour to casing with existing wall colour etc. in complete with switches with prior approval (similar design of DSTR 3528- 60 -Diamond/Philips/Havells)
- **2.3** 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.
- **2.4** 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.
- **2.5** Supply, Installation, testing and commissioning of 6 A S/Socket: 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.

2.6 Supply, Installation, testing and commissioning of 6/16 A S/Socket: 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.

- **2.7** 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.
- 2.8 Supply, installation, testing and commissioning of 3 phase 8 way TPN DB: 3 phase 8 way 63A MCB DB: 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. 1: DB shall have 63 A, 100 mA RCBO as incomer as per IS: 12460 with latest amendments, Part 2. Outgoing distribution in each phase shall consist of 8 nos. of MCB (4 nos. of 10 A and 4 nos. of 20 A MCB), all C curve, 10 KA capacity; total no. of MCBs in DB- 24 nos. All MCBs shall be as per IS/IEC 60947-2.
- **2.9** Supply, Installation, testing and commissioning of 20 A switch socket for AC Supplying and installation of recess type 20A metallic plug & socket DB complete with 20A Plug and Socket and 20 A DP RCBO, 30 mA sensitivity for AC.

2.10 Supply, Installation, testing and commissioning of 2' x 2' LED Recessed fitting Recessed type 35 to 38 W LED CRCA powder coated luminaire complete with all mounting accessories for fixing in the POP type ceiling including supplying, fixing arrangement and connection with 3x1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required. Minimum output Lumen shall be 3200 and colour temperature shall be 5500K to 6500K.Driver shall be external. Efficacy shall be more than 90%. Power factor>0.9, THD < 10%, IEC Compliant for safety.

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2.11 Circuit Wiring with 6x16 sqmm PVC wire in PVC Conduit.

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

- 2.12 Supply, Installation, Testing and Commissioning of 8 module Switchboard
- 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.

2.13 Supply, Installation, Testing and Commissioning of 4 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 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: 4

C- Size of opening: 1M

Internal connection of wire is included in the item.

2.14 Supply, Installation, Testing and Commissioning of 6A Modular Switch

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, nonshuttered 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.

- **2.15** Supply Installation, testing and Commissioning of Modular type blanking plate. Modular Blank plate matching with modular switch boxes.
- **2.16** Supply Installation, testing and commissioning of Metal box of 200 mm X 250 mm X 100 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.
- **2.17** Supply, Installation, Testing and Commissioning of Metal box of 150 mm X 150 mm X 60 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.
- **2.18** Electrical Connection to Roof Mounted Air Conditioning (Already available) system to be provided
- **2.19** 55 Inch Television (Already available) set to be mounted on the walls after completing wall panelling.
- **2.20** Supply, Installation and Commissioning
- **3.0** Special Terms & Conditions
- **3.1** Delivery Terms

Delivery of bought out items should conform to the activities defined under project

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. In addition, 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 until completion of works, within the premises of OIL.

3.2 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.

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- All Safety measures to be adopted during the execution of the work and all safety responsibility of manpower deployed in the renovation will be the responsibility of the bidder and all the necessary PPE including safety boot and helmet –if required must be provided by the bidder.
- Renovation, Supply, Installation commissioning and Conference room hand over has to be completed within 04 months from date of commencement of the start of the work of the Conference Room as per the workorder.

3.3 Penalty Terms

Liquidated Damage: In the event of the vendor's delay in completing the project within the stipulated timeline as defined under the individual packages, 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 there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

(B) NAME OF THE WORK:

PACKAGE B - Renovation of the Auditorium

Completion Period: 10 months from the date of start of work.

Broad Scope of work

Renovation of Auditorium located at the ground floor in NIA including electrical wiring and supply, installation, commissioning of items as described in SOQ. Any other item not specifically mentioned but required for completing the work shall also be executed under the contract.

- **1.0** All works shall be carried out as per items given in SOQ and as detailed in the tender/contract. In case an item has got a guarantee/warranty period, then the same is to be passed on to OIL. If such item fails before its guarantee period is over, then contractor has to rectify/ replace it at his own cost or through the authorized agent of the item.
- **2.0** The existing layout of Auditorium is enclosed as Annexure-III. The contractor should note that the proposed layout is only tentative and the final layout may vary depending on the site conditions at the time of execution of the job as directed / approved by Engineer-in-charge.

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- **3.0** The bidder will carry out dismantling of existing setup as required under the service. The unserviceable old/ damaged fittings/ dismantled materials/ rubbish shall be taken out immediately and disposed of at the designated site by loading, transporting and unloading to the approved dumping ground or as approved by Engineer-in-charge. It may be noted that the dismantled material shall be credited to the contractor except certain material asked by OIL to be kept for future use.
- **4.0** 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.
- **5.0** The above gives the general scope of work, however, contractor is supposed to acquaint himself of various items as detailed in SOQ. The bidder is advised to see the site conditions and nature of job before quoting against this tender. It is understood that the tenderer / contractor has satisfied himself of the information and knowledge required before bidding and has assess the site conditions, the type and nature of work before quoting the rates and no claim on this account shall be entertained during the execution phase of the package.
- **6.0** The various items to be supplied under the service shall be as per the Price Bidding Format attached with tender document. The rates should include supply of all materials, man power, equipment, consumables, taxes & duties, royalties, profits and overheads like Labour License, Insurance etc. required for the job as per specifications and SOQ.

1.0 Civil Work

The following work will be under the scope of the bidder

- **1.1** DISMANTLING: Dismantling of the existing Interior Items including Ceiling, Panels, Floor, Wall panel, Furniture, cement asbestos or other hard board partition walls, Doors, windows cupboards, brick walls, RCC ,Electricals/ AC or any other items required for satisfactory completion of the work and shifting-with safe, secured storage of existing Interior Items as per direction will be required.
- **1.2** Surface finishing, filling up hair cracks by putty including removing old paint at interior walls, ceiling, partitions, column, beams, surface, etc. and then applying two coats of primer suitable for acrylic emulsion (cement based) and then applying two coats of Acrylic emulsion paint with smooth finished including interior sides, partition, ceiling, etc. with finishing in complete. (All exposed surface after dismantling)
- **1.3** French polishing to wood work, partition, doors, panels, interior, etc. including surface preparation complete with removal of the old polish complete with new polishing with gloss finish.
- **1.4** Repair, renovation, decoration of wooden doors/podium / panels, including applying boiling water proof solid ply at damaged area (19 mm thick) with finishing, decorative timber ply bids 5mm. thick etc. in complete (similar to Century/Green/Merino / Regal ply or equivalent)

1.5 WALL PANELLING:

A) Inside Auditorium: Supply, fitting, fixing wall panel/drop panel at specific zone with acoustic deco board /semi perforated/insular fibre grid boards/ gypsum boards for Panelling with 12 mm/12.5mm insulated cover board. Seasoned first quality timber with anti-termite treatment - 25mm x 50mm frame work @ 600mm c/c both ways and width 25mm x 12mm moulded polished ply between the panel boards to match up the architectural features, fixtures both ways as adjusted - fit to size directly grouted to walls. Anti- termite treatment to walls /structure /anti - termite paints to wall for protection before fixing the panel boards as specified, ref. drawings D 01, D 02,D 03,D 04, D 07. Wall panel runners with panel board including anti fungus, treatments complete at-site installation, tailor made to Interior dimensions including keeping free space for doors, opening etc. in complete.

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Panel board: Make – Armstrong /Century/Green as per approved colour, shade & texture

B) Entrance to Auditorium (Foyer): Supply, fitting, fixing wall panel/drop panel at specific zone with BWR 9mm solid ply board with edge finishing- gap finishing - board for wall Panelling with post laminated - high pressure laminates 1mm thick. The panels are to be fixed with seasoned first quality timber with anti termite treatment - 25mm x 50mm frame work @ 600mm c/c both ways as adjusted - fit to size directly grouted to walls. The walls with post treatment - anti-termite treatment to walls /structure /anti-termite paints to wall for protection before fixing the panel. Wall panel runners with panel board including anti fungus, treatments complete atsite installation, tailor made to Interior dimensions including keeping free space for doors/ opening area etc. in complete. (Panel board/ laminates Make: Century/Green/Merino)

1.6 FALSE CEILING (Auditorium & Foyer, Entry zone)

Supply, fitting, fixing false ceiling board cut to matching size to existing ceiling frames ($1200 \times 600 \text{MM} \times 12/12.5 \text{ mm}$ thick including cutting clipping fixtures hangers, supporting rods as necessary . The ceiling above the false ceiling boards (removable type) treated with anti-termite treatment to above ceiling area in the existing steel angle/member ceiling structure in auditorium. Decorative cornice $150 \text{mm} \times 100 \text{mm} \times 100 \text{mm}$ W, including drop/curving/any design décor ceiling material complete with accessories, fixing adjustable clips with provision for ceiling mounted ACs, ceiling lights cut outs, stabilising/renewing suspended rods as required. $25 \text{mm} \times 12 \text{mm}$ design teak ply bidding polish to match the interior decoration etc. All ceiling section will be fixed by Machine screws and finished with jointing compound and application of topcoat, painting in complete, at any height, etc. Board, accessories, fixtures of make Armstrong/India gypsum of high density fibre decorative semi perforated acoustic boards/insulated boards with prior approval to be provided. The size are tentative and can depend as per the requirement during the actual execution.

1.7 VITRIFIED TILES (Auditorium & Foyer, Entry zone & Passage)

Supply, fitting, fixing antiskid vitrified tiles 600mm x 600mm x 10mm thick on existing floor / step surface with base finishing / roughening the existing surface

with epoxy grouting materials for filling joints including spacers 2mm to be applied directly over old / existing floor finish with polymerised Tile adhesives (6mm thick). Backup with small stone fixed to back side of tiles with adhesives for re-enforcements with sub base including line levelling and joinery work, with backing mortar after existing surface preparation, rough surface preparation. Two coat polymer based mix and then laying antiskid vitrified tiles (joint free) of approved brand, colour & design of size not less than 600 x 600 x 10mm thick in floor, skirting, steps etc. to complete the floor finishing in complete.(Brand - Kajaria / Bells / Johnson / Cera / Somany)

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Auditorium Area (Approx.): 20 M x 20 M

Foyer: 12.2 M x 7.65 M

Entry Passage: 8.5 M x 4 M

- 1.8 Ceiling Pelmet (For Ceiling LED strip light in strategic area): Supply fitting, fixing pelmet using 12mm thk BWR solid ply board using both sides 1mm thick high pressure decorative laminates any design shades -texture including polished teak wood lipping with fitting fixtures etc. in complete near ceiling edge area / and or strategic locations avg size 180mm D x 125mm Wx 80mm outer edge height, drawing complete with fixtures installation with the wall with cornice edge to accommodate LED Strip Lights, starter, drivers and accessories in complete with prior approval.
- **1.9 Vertical Garden (VG):** Supplying, fitting, fixing, installation of vertical gardenscape using backup grill frame work 6mm dia MS rods both ways welded each other spacing grid 125 x 125 (or 150 x 150mm suiting to site condition) together then fixed to wall with synthetic artificial flowers, plants on PVC design bucket fixed to MS rod grill, avg, dimension of bucket with 125 x 125 x 125mm / 8-10mm thick any design, colour, shade, texture filled with synthetic artificial flower,/plants with stable sponge filled, fixtures to hold artificial flowers, synthetic plants equally placed and hung to steel grill fixed to wall equally placed to suit the space as per drawing D 02, fixed to the wall/ MS grid@ 250 c/c or 300 c/c both ways to ceiling, based (wall colour acrylic emulsion moss green painting, grill synthetic enamel painting) avg. dimension 2700mm L x 2500mm H or as dimension fitting to space in complete with prior approval.
- **1.10 Synthetic grass in floor- skirting:** Supplying, fitting, fixing, installation in existing shape avg. $2500 \times 2600 \text{mm}$ approx. of synthetic grass avg. height 25mm any shade, colour, texture in floor, skirting in the form of $600 \times 600 \text{mm}$ each to cover the area or as suitable to match the floor shapes directly fixed in the floor, skirting 150mm H with permanent adhesives, backup taping adhesives in auditorium zones (Drg. D 02) with edge fixing support with 50mm x 50mm seasoned timber member in design shape screwed directly to floor/skirting, polished finished in complete with prior approval.
- **1.11** Supplying fitting, fixing glazed Partition system with profiles of required sections made of aluminium alloy extrusions conforming to IS 732-1983 and IS 1285-1975: annodised/powder coated any colour, any shade, texture with 10-15 Micron thickness annodizing film: matt finished conforming to IS 1868-1983

(samples need to be approved before supply) for fabrication, installation complete with all accessories, fixtures to ceiling, bottom floor for stability etc formed of basic sections of ISI embossed/certified make and brand (Hindalco, Ilka, equivalent IS make) as per prior approval (if necessary of any finished length of the work) complete with bottom frame, top and side frame style, side member, glazing clip, in complete accessories for cleat angles to stable fixtures, arrangements for fixing the glazing to complete with side frames, horizontal runners for stable portion panel, with average sections of size: 101.50mm x 44.45mm and 63.50mm x 38.10mm (avg 2 mm thick)including anodised alloy sections, fabrications to shape and size including aligning, fittings, fixtures, adhesives and joineries along with extruded neoprene or EPDM Gasketing in between wall/ support - frame and masonary work as well as between glass and partition frame with polyshulphate sealant etc. with fixing glass as per fitting to size with top three layers with 5 mm clear / etched glass and bottom panel with 750mm H - both sides post laminated 1mm thick - 9mm thick solid ply board complete with fixtures for partition panelling, glass plus bottom board, partition frame directly fixed to RC slab / beam and base complete with grouting and finishing , tailor made to sizes and matching frames, dimensions at site in complete .Suitable for fixing glass/ bottom board with all arrangements, glass- board any colour, shade, texture fixing accessories etc.ref. drg D 01 - PT with prior approval. - Hindalco or equivalent. (Foyer, Rig model zone)

- **1.12** Supply fitting fixing glazed door with 5mm thick. Double leaf door matching with partition as per drawing including door hinges, handles, rubber sealant linings as required, hydraulic door closer Hettich / Dorma or equivalent) two leaf 2000 x 2000 with powdered coated frame system matching to partition system, with prior approval for E1, E2, E3, E4)
- 1.13 Supply fitting fixing single leaf glazed door with OIL logo drawing ref. D01 of D1 2.51~H -0.35 fixed glass horizontal top and vertical partition 0.38 width 5mm thk. and with powdered coated frames with 6mm thick. Single leaf door 1.14m wide x 2.13m (H) as per existing. including door hinges, handles, rubber sealant linings as required, hydraulic door closer Hettich / Dorma or equivalent) with prior approval
- **1.14** Supplying fitting fixing synthetic carpets (6mm) any color, any shade, any textures fixed in front passage area near stage area/ on stage, skirting, steps with adhesive backup, taping, with levelling in existing surface auditorium complete with finishing (with prior approval).
- 1.15 Supply fitting ,fixing front facer decorative polished drop timber panels equally spaced each 100mm W x 905mm H to cover the entire front drop stage area including curvature (with prior at site inspection) with 50mm H skirting throughout the curved area at base timber panels for drop panel area of stage front with timber plus deco panelling with 9mm thick solid ply back up board ,supporting timber frame runners @300 x 300 both ways 50mm x 25mm class I timber frame including curved area complete with ant termite treatment, backup ant termite paints plus top lighting pelmets with 9mm thick solid ply board directly fixed to drop panels, lighting pelmet size 100mm W x 80mm H fixed with wall runner with 12mm thick runner as per

specification, drawings and finish coating similar to front facer in complete. (At stage front drop panel)

- **1.16** Auditorium Hall seat repair, restoration, renovation to working condition with stability framing, spring repair, renovation to working condition, change of upholstery of chairs (polyester fabric), any shade, colour, texture, finish materials (stain repellent and vacuum cleanable) as per approval in complete including refixing and installation, surface protection painting to all steel fixtures materials, clippings, stitching, including repair high density foam in certain area finishing to desired level in complete, with prior approval. (Including dismantling and re-fixing as may be necessary to site condition / with matching fittings & fixtures)
- 1.17 Supply fitting, fixing storage rack 900 L X 450D x 750 H with 19mm thick solid ply board with two shelves , sliding shutters (12mm thick) with channels, lock, handle, including all accessories complete with post laminated solid ply board 19mmSolid ply Board (BWR) with 1 mm high pressure decorative laminates both sides, including interior of any design, color with interior laminates, suede finish floor stopper, 1mm thick matching PVC edge band lipping, hinges , handles, lock in complete set. (Similar to Godrej or equivalent with prior approval) (ply board/laminates similar to Century/Green/Merino/Regal ply or equivalent with prior approval) ref. DRG. D O8.
- **1.18** Supplying, fitting, fixing Table on podium avg. size2700L X (900 1050 W) x 750H with post laminated 25mm/19mm solid ply board (BWR), Table Top 25mm thick with side, middle panels and front facer modesty, side panels 19mm thick, fixture, 1mm thick matching PVC edge band lipping, post laminated with 1 mm thick high pressure decorative laminate suede finish, any shade, any color (in all sides) with floor stoppers in complete set in parts in curved shape table top edge complete with accessories. (Godrej or equivalent with prior approval) (ply board similar to Century/Green/Merino /Regal ply or equivalent with prior approval) ref. DRG. D O8.
- **1.19** Table in foyer zone 900 L x 450 D x 750mm H using 19mm solid ply board and post laminated 1mm thick (HPL) suede finish, side panel, table top, facer modesty in front, floor stopper, edge band lipping etc. (Godrej or equivalent with prior approval) ref. DRG. D O8.
- **1.20** Table in reception zone 1500 L x 450 W x 750 H with 25mm thick solid ply board post laminated HPL 1mm thick suede finish in all sides, facer modesty in front 19mm thick solid ply board with 1mm thick lamination + side credenza $1000L \times 450$ W x 750 H with 19mm thick solid ply board and 1m thick HPL laminates equally placed drawers unit 500W with telescopic sliding channels and 2 shelves with one partition + sliding shutters, sliding channels with lock, handle, accessories combined in L shaped unit similar to Godrej or equivalent with prior approval. ref. DRG. D 09. (any colour, shade, texture)
- **1.21** Supply, fitting, fixing, pictorial Bromides-paintings carefully fixed with fiber glass clear panes 4mm thick including FRP moulded frames 50 mm x 30 mm including fitting, fixing, backup boards, mount boards of photo graphics cultural natural heritage of Assam, Oil India heritage, photo bromides heritage visuals -

display inside the panel at the strategic area including picture frames, back stoppers, etc. Panel 6 to 8 mm thick with predesigned photo bromide in complete. (design, theme, visuals, shades, colours, textures - with prior approval) (Auditorium, Foyer where ever required)

- **1.22** Supply, fitting, fixing glass etching/color stained Design work glass panel on best quality Indian sheet glass panes 6 mm thick fixed with teak glazing beads & frames 50 x 50 mm seasoned timber wood polished with back panels picture clamps , fixtures etc. with all fixture in the strategic wall panel area recessed/horizontal panelled in the wall area complete with design, (any design, any colour) fixtures, fittings to match at site measurements as per requirement complete with finishing. (OIL INDIA logo, design- theme, visuals, shades, colours, textures with prior approval) (Auditorium)
- 1.23 Supplying , fitting , fixing in complete Digital Podium (AMA or equivalent) Model ELF 72D with integrated podium software, digitizer technology 659 (W) x 1130 (H) x 750 (D), with 22" LCD Tablet Monitor, DC Adaptor, Multimedia Controller, Digital Amplifier, Wireless Microphone, Gooseneck Microphone, Laptop interface modules, Power Distributor, RFID Module, RMS Module connected with LCD TV 2 nos. & audio system in complete with wiring/ connectivity in complete with installation, as complete unit including testing with prior approval.
- **1.24** Ceiling Pelmet (For Ceiling LED strip light in strategic area) supply fitting ,fixing pelmet using 12mm thick BWR solid ply board using both sides 1mm thick high pressure decorative laminates any design shades -texture including polished teak wood lipping with fitting fixtures etc. in complete near ceiling edge area / and or strategic locations average size 180mm D x 125mm W x 80mm outer edge height, drawing complete with fixtures installation with the wall with cornice edge to accommodate LED Strip Lights, starter, drivers and accessories in complete with prior approval. (Auditorium)
- **1.25** LED TV: Supply fitting, fixing, testing including installation of wall mounted with all accessories, equipment tray with accessories LED TV with back wall mounted back fixtures as per requirement in level with complete frame work, with testing of wall mounted 65" LED TV,H 4000, CMR 100, Wide Colour Enhancer, Hyper Real Engine, Clean View, Sports Mode, DTS Studio Sound, Connect Share Movie, HD, flat screen, digital system, energy efficient model including wiring, electrical connection with hi-tech mode of reputed make with complete wiring, cabling, power connection, set-top box connection, (Samsung / LG/ Sony) with minimum one year guarantee and one year free maintenance etc.- similar model of 65MU 6470 or equivalent compatible to AMU / sound system.
- **1.26** Sound System: Supplying, fitting, fixing, testing, installation in complete with prior approval Mega sound system, PA with GIGA sound speakers system for Auditorium complete Commissioning, auditorium theatre sound system (distributed evenly to the auditorium in avg. 10 nos or suitable for comprehensive audio system amplifier), UFA remote player, compatible to I pad, DVD, power plays, system amplifier, Stereo speakers, acoustic mass 15 III, Docking station, wave sound link audio also from computer, microphones (both chord less 4 nos table top swan neck

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- 6 nos.) in built address system with multi speakers Audio control system complete with electrical wiring, electrical distribution, speakers decibel controls, Limiters etc. and linkage with digital podium, remote sensing bars /wireless link with wave connect kit for I pad, wave controlling pad, controlling system in complete and also connected to podium to cover 130 capacity existing auditorium of Avg. Size: General Dimension of Auditorium (in shapes) 20 Mtr Lx 20 Mtr W x at any suitable level, (Ref. drawing) with false ceiling, side panels, proscenium, in complete (Philips audio, Sonodyne, Bose system or equivalent) with DVD/Blue Ray players, sound bars (450 W output) attached to PA Sound ampliplying system, LED TV in complete with wiring, power connection from any point at the Auditorium connected to digital podium (AMA or equivalent)
- **1.27** Fire detection Alarm System: Analog addressable, intelligent panel, Networkable accessories, P.A. System, multi criteria detector, smoke detector, heat detector, call point, control module, isolation, Laser, smoke detector with cable fire alarm system, testing, commissioning in complete. (Two year warranty plus one more year of free maintenance cover)
- **1.28** Supplying, fitting ,fixing, installation, testing complete with electrical / electronic connection, display commissioning etc. of CCTV with surveillance system with closed circuit tv grid linkage, to close circuit TV cameras, monitors, recorder, set of alarm etc., in complete installation at any height including wiring installation and mending good damages of building surface, location . (Reputed make, approved customised product system conforming to latest ISI specification Panasonic/Verut or equivalent): 4 cameras with strategic locations.
- **1.29** Executive fixed based chair (Medium back): Supply fitting fixing Executive Fixed Base Chair with polyurethane hi density foam with fixed chair cantilever with black powder coating. Upholstered with fabric and arm rest of PU covered with synthetic leather finish with matching steel frame- powder coated colour, texture, shade complete with fixtures ,metal base frame ,flexible back ,polyurethane based hand rest in complete (similar design -product of Ultima Godrej or equivalent) matching with the interior) any shade, design, texture, finish.(on auditorium, podium, foyer etc.)
- **2.0** Supply, Installation and Commissioning of Electrical items
- **2.1** Supply, Installation, testing and Commissioning of Suspended /recess type LED Down Lighter: 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.Downlight should be completed with lighting fixtures, fittings, accessories etc.
- 2.2 Supply, Installation, testing and Commissioning of LED (1x4) type luminare

High performance suspension/ surface type mounting, LM-79 certified 1x4 LED panel luminaire & LM-80 certified LED chip with aluminium extruded channel & white powder coating. Fitting shall be with high translucent diffuser & white optics

reflector for glare free light distribution with 40 +/-10% w system wattage, system efficacy >85 lm/W, with output more than 3400 Lumen. THD shall be <10% and PF shall be >0.9. Colour temperature shall be in between 5500 to 6500 K. The driver shall be external type. Luminaire life time shall not be less than 40,000 Hrs. The fitting shall be complete with all accessories etc., including supplying and fixing ball and socket arrangement, 2 nos. down rods of 20 mm dia X 1.6 mm thick steel conduit upto 75 cm length, painting and wiring the down rods and connection with 1.5 sq. mm FR PVC insulated, copper conductor, three core cable and earthing etc. as required. The product should come with all accessories necessary for fitting in false ceiling of the room

2.3 Point wiring with 3x1.5 sq. mm in PVC conduit

Wiring for light point/ fan point/ exhaust fan point/ call bell point with 3 nos Single core 1.5 sq.mm size FRLS PVC insulated 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.

2.4 Light plug point wiring with 3x1.5 sq. mm PVC wire in PVC conduit

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.

2.5 Circuit wiring with 3x2.5 sq. mm PVC wire in PVC conduit

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

2.6 Power wiring with 3 x 4sq.mm PVC wire PVC wire in PVC conduit

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.

- **2.7** Circuit Wiring with 6x16.0 sq mm PVC wire PVC wire in PVC conduit 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.
- **2.8** Supply, Installation, testing and commissioning 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.

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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.

- **2.9** Supply, Installation, testing and commissioning of 6 A S/Socket 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.
- **2.10** Supply, Installation, testing and commissioning of 6/16 A S/Socket 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.
- **2.11** Supply, Installation, testing and commissioning of 20 A switch socket for AC Supplying and installation of recess type 20A metallic plug & socket DB complete with 20A Plug and Socket and 20 A DP RCBO, 30 mA sensitivity for AC.
- **2.12** Supply, Installation, Testing and Commissioning of 6A Modular Switch 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.

- **2.13** Supply Installation, testing and Commissioning of Modular type blanking plate. Modular Blank plate matching with modular switch boxes.
- **2.14** Supply, Installation, testing and commissioning of LED Flood Light 60 Watts Ideal for use in Stage Lighting.LM-80 certified LED chip
- 2.15 Supply, Installation, Testing and Commissioning of 3 phase 8 way 63A MCB DB: 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, 100 mA RCBO as incomer as per IS: 12460 with latest amendments,

Part 2. Outgoing distribution in each phase shall consist of 8 nos. of MCB (4 nos. of 10 A and 4 nos. of 20 A MCB), all C curve, 10 KA capacity; total no. of MCBs in DB-24 nos. All MCBs shall be as per IS/IEC 60947-2.

2.16 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 sq mm stranded copper cable with tinned copper lugs. Enclosure shall be IP-43& IK-09 with double door. DB shall have detachable cable entry gland plate on top and bottom side for keeping spare length of cables. All wires inside DB shall have ferrules for identification of circuit number. All unused openings shall be fitted with Blanking Plates. The DB shall be provided with 250 amp tinned copper bus bar for phase & neutral. Neutral & Earth bar shall be 8 way each & suitable for termination of wires with pin type cable lugs.

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

- **2.17** Supply Installation, testing and commissioning of Metal box of 200 mm X 250 mm X 100 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.
- **2.18** Supply, Installation, Testing and Commissioning of Metal box of 150 mm X 150 mm X 60 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.
- **2.19** Supply, Installation, testing and commissioning of 2' x 2' LED Recessed fitting: Recessed type 35 to 38 W LED CRCA powder coated luminaire complete with all mounting accessories for fixing in the POP type ceiling including supplying, fixing arrangement and connection with 3x1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required. Minimum output Lumen shall be 3200 and colour temperature shall be 5500K to 6500K.Driver shall be external. Efficacy shall be more than 90%. Power factor>0.9, THD < 10%, IEC Compliant for safety.
- **2.20** Supply, fitting, fitting Signage box with light Box (7W LED) including wiring , electrical connection, switches, with powder coated metal box , and signage in 5mm thick acrylic sheet for glowing signage (like EXIT etc.) set in complete. (Avg dimension $300 \times 200 \times 150$ D)
- **2.21** Supply fitting fixing Signage plate (3/4mm) metal with stainless steel and with etched color deposited lettering including fitting fixing arrangements in complete. Avg size $300 \times 150 \times 3\text{mm}$ thick (OIL INDIA signage, logo as per prior approval.

2.22 Supplying, fitting, fixing including testing- commissioning with complete installation of Cassette type split Air-conditioning system (A/C) with suitable compressor units 4 TR each (total capacity 28 TR): Ceiling mounted complete with installation, accessories, power cabling (avg. length 25 Mtr. or any length as per site condition each), Condenser Pipe, outlet pipe in high ceiling area at any level and position, including arranging the fittings, fixtures, erecting scaffolding, etc. The Cassette A/C - Indoor Auditorium units are embedded into the false ceiling with outlets, three phase connection complete, with cabling starter, from main source in the auditorium down level, with features like dust filter, anti-corrosive Blue fin copper condenser, extended piping lengths, hydrophilic blue evaporator fins, antifreeze thermostat, Dry / Auto mode, auto restart with memory function, on/off timber, wide angle airflow, self-diagnosis, cleanable panel, fixed and swing louvers, airflow direction auto control, powder coated body, four way air flow, motorised drain pumps, in complete. (SC/CS series or equivalent – approval OIL India). 4TR capacity - Voltas / Blue Star/ Haier or equivalent with suitable AHU in complete. Important note: all cable units, condenser pipes, cabling, outlet pipes etc. need to be suitably - safely mounted at the level of RCC slab / RCC beam - as existing in the auditorium and with suitably cutting / adjusting the existing false ceiling steel frame work at any height and mending good damages using suitable safety scaffolding / staging system with prior approval. (including suitable inverter - out door units , electric panels, wireless controller branch pipe gather pipe, MRV (VRF system - 100% inverter scroll compressors complete with electrical cabling fitting fixing installation , MCB upto all indoor units suitably connected to electrical source as provided at site as per site condition.

Note: All civil work required for fixing the AC outdoor unit and electrical panel in on the Contractor.

2.23 Supply fitting fixing suitable to power requirement for the auditorium complete with external electrification as per requirement in complete including supply fitting fixing, installation of main panel as per requirement of the auditorium

Miscellaneous Works/ Supply under the Service

Supplying, fitting, fixing including installation of Vertical Blinds (Swivel type) - MAC blind with printed design any shade, any colour, any texture, complete with accessories, powder coated. U channel complete with powder coated rails, fixing brackets, sliding polysynthetic cleats, stoppers, operating chord, accessories using 1st quality heavy type 1.5 mm avg. thick polyester fabrics verticals each width 100 mm, of any colour, shade texture (with prior approval) of approved make for windows complete with testing, installation, etc. with prior approval.

Removing old paint from blistered painted surface of steel or other metal by chipping including scraping and cleaning and exposing the original surface.

Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary:

(a) On timber or plastered surface

(i) Two coats (with any shade except white)

On steel or other metal surface:

With super gloss (hi-gloss) -

(i) Two coats (with any shade except white)

Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc. / or as suitable for steel frame in false ceiling, window, grill, etc.

Part-III: SCC

Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand Papering, etc.

Applying Acrylic Emulsion Paint of approved make and brand on walls and ceiling including sand papering in intermediate coats including putty (Two coats) Luxury Quality

Applying Interior grade Acrylic Primer of approved quality and brand on plastered / wall panel/ ceiling surface old or new surface to receive Acrylic emulsion paint including scraping and preparing the surface with wall putty thoroughly, complete as per manufacturer's specification and as per direction with prior approval including surface finishing. Two Coats Water based interior grade Acrylic Primer/ Solvent based interior grade Acrylic Primer

Supplying best Indian Sheet glass 4 mm thick including cutting to required sizes, setting on putty bases and fitted and fixed with teak glazing beads (19 mm x 12 mm)/including putty and nails/ fixing clips as necessary complete to steel windows/timber sky lights/ timber windows as per site condition with prior approval.

Supplying best Indian laminated safety glass 5 mm. thick including cutting to required sizes, setting on putty bases and fitted and fixed with teak glazing beads (19 mm x 12 mm) including putty and nails as necessary complete

Supplying best Indian figured glass viz. hammered, fluted, ribbed, pinhead etc. type including cutting to required sizes, setting on putty bases and fitted and fixed with nails and putty complete. 4 mm thick (White) / Coloured

French polishing to wood work including preparing surface (ordinary gloss) On old French polished surface including complete removal of the old polish.

Supplying 'Godrej' mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete.

Stitching crack in brick wall by carefully cutting out face brick 125 mm. deep into the wall, cleaning the gap and filling up the same with precast cement concrete block carefully set in cement mortar (1:3) including mending good damages and finishing the surface to match with adjacent areas complete as per direction.(i) With plain cement concrete blocks(1:1½:3) with stone chips.

(a) Block size 250 x 125 x 75 mm.

Supplying solid flush type doors of deluxe high presure 1 mm thk. decorative laminates (both side) quality, conforming to I:S 2202 timber frame consisting of top and bottom rail and side styles of well seasoned timber 65mm wide each and the entire frame fitted with 27.5mm wide battens places both ways in order to made the door of solid core and internal lipping with teak, mahogony or rose wood approved decorative veneers using phenol formaldehyde as glue etc. complete, including fitting, fixing the shutters in position including the cost of hinges and other fittings at any height: with 2 hydrolic door closer in each leaf complete with fixtures (a) 35mm thick shutters (single leaf/ double leaf) with all fixing accessories, door handle, locks, hydraulic door closure, stoppers, acrylic finger plates 100mm W x 200mm H in complete with prior approval (Merino/ Century/ Green/ Regal or equivalent.

Part-III: SCC

M.S.or W.I. Ornamental grill of approved design joints continuously welded with M.S, rods W.I. Flats and bars of windows, railing etc. fitted and fixed with necessary screws and lugs at any height both new and repairing of old grill as per site condition complete including fixing and dismantling if necessary before the work at site with prior approval.

(i) Grill weighing above 10 Kg./sq. mtr and up to 16 Kg./sq. mtr. Repair work

Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame including concrete, steel Butt Hinges and M.S clamps.

1st class seasoned Sal wood including dismantling damaged timber frame and renewing with new door, window, skylight frame with prior approval.

Supplying, fitting and fixing windows and ventilators with or without integrated grills conforming to IS 1038-1975 and manufactured from rolled steel sections conforming to IS 7452-1974 with non-friction projecting type, box type hinges, glazing clips, lugs locking bracket, handle plate etc., including hoisting in position, straightening if required, fixing lugs in cement concrete (1:2:4) with stone chips 20 mm down cutting holes and mending good damages to match with existing surface complete in all respect excluding glazing at any height including steel primer, Flash butt welded windows and ventilators Fixed type/ openable steel windows as per IS sizes with horizontal glazing bars including new installation / repairing of existing items - if necessary dismantling the old items/ members as per approval. (Repair Work)

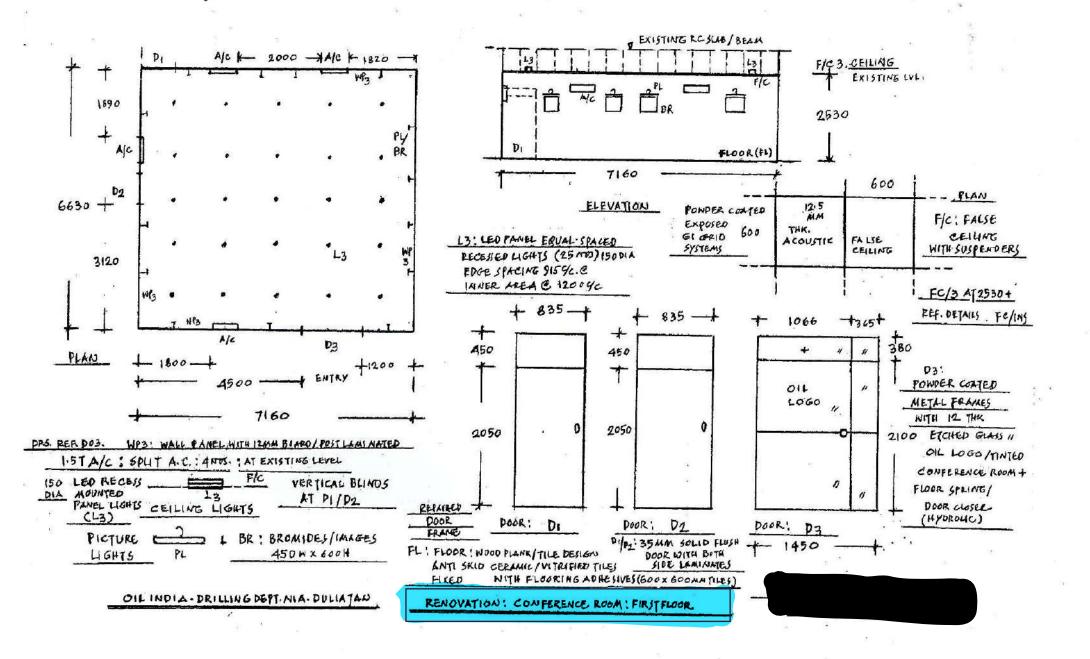
SOQ of Electrical Items for Auditorium and Conference room of Drilling Department at NIA Annexure-I

0.01	Annexure-I				
S/line	Short Description	Abbreviatd Nomenclature / Description of Item	Unit	QNTY	
No	Point wiring with 3x1.5 sq. mm in PVC conduit	(Supply Installation Testing and Commissioning) 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.		102	
20	Light plug point wiring with 3x1.5 sq. mm PVC wire in PVC conduit	1.5 sq. insulated multi-stranded copper cable in recess using medium grade ISI		290	
30	Circuit wiring with 3x2.5 sq. mm PVC wire in PVC conduit	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.		195	
40	Power wiring with 3 x 4sq.mm PVC wire PVC wire in PVC conduit	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.		880	
50	Circuit Wiring with 6x16.0 sq mm PVC wire PVC wire in PVC conduit	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.		150	
60	8 Module Switchboard	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.		13	
70	4 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: 4 C- Size of opening: 1M Internal connection of wire is included in the item.		1	
80	6 A S/Socket	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	29	

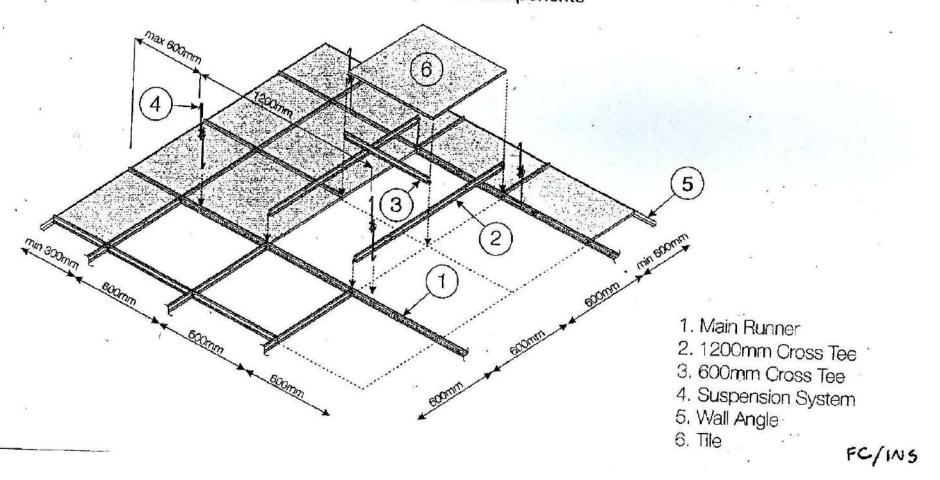
90	16 A S/Socket	3 module GI box with modular frame plate and cover plate in front on recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection etc. as required. Modular type switch shall be ISI marked modular, unenclosed, push / piano 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	11
100	20 A Metallic Switch Socket with RCBO	Supplying and installation of reccess type 20A metallic plug/socket DB complete with 20A Plug and Socket and 20 A DP RCBO, 30 mA sensitivity for AC.	No	22
110	6 A Modular Switch	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	102
120	Modular type blanking plate	Modular Blank Plate matching with modular switch boxes.	NO	6
130	2' x 2' LED Recessed fitting	Recessed type 35 to 38 W LED CRCA powder coated luminaire complete with all mounting accessoroies 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.		48
140	suspended /recess type LED Down Lighter	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	37
150	LED Strip	Ceiling pelmet strip light (Strp): Supply fitting fixing LED STRIPS LIGHTS at ceiling pelmet using 7W (WW - WH) /per Mt with 3 Amp SMPS, drivers, joint connectors, terminal connectors, RGB controller, driver with adequate LED CHIPS, multi EV plug in complete with all accessories, wiring with lead casing (12 MM) from electrical points avg 400 mm L with all lighting connections inside pelmet (including trial run) as effect lights with electrical connection, testing, plug with the existing electrical points and mending good- damages of all existing surface including matching colour to casing with existing wall colour etc. in complete with switches with prior approval (similar design of DSTR 3528-60-Diamond/Philips/Havells)	Meter	30
160	LED (1x4) type luminare	High performance suspension/ surface type mounting, LM-79 certified 1x4 LED panel luminaire & LM-80 certified LED chip with alumimium extruded channel & white powder coating. Fitting shall be with high translucent diffuser & white optics reflector for glare free light distribution with 40 +/-10% w system wattage, system efficacy >85 lm/W, with output more than 3400 Lumen. THD shall be <10% and PF shall be >0.9. Colour temperature shall be in between 5500 to 6500 K. The driver shall be external type. Luminaire life time shall not be less than 40,000 Hrs.The fitting shall be complete with all accessories etc., including supplying and fixing ball and socket arrangement, 2 nos. downrods of 20 mm dia X 1.6 mm thick steel conduit upto 75 cm length, painting and wiring the down rods and connection with 1.5 sq. mm FR PVC insulated,copper conductor, three core cable and earthing etc. as required. The product should come with all accessories necessary for fitting in false ceiling of the room		8
170	Supply & Fixing of e LED flood light for stage	LED Flood Light 60 Watts Ideal for use in Stage Lighting.LM-80 certfied LED chip		2

180	3 Phase 8 way TPN DB	3 phase 8 way 63A MCB DB: 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. Rnockouts on bott sides shall be of following dimensions: 1 no. 32 mm dia and 2 nos., 25 mm dia.	No	5
		63 A, 100 mA RCBO as incomer as per IS: 12460 with latest ammendments, Part 2 . Outgoing distribution in each phase shall consist of 8 nos. of MCB (4 nos. of 10 A and 4 nos. of 20 A MCB), all C curve, 10 KA capacity; total no. of MCBs in DB- 24 nos. All MCBs shall be as per IS/IEC 60947-2.		
190	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 Blanking Plates. The DB shall be provided with 250 amp tinned copper bus bar for phase & neutral. Neutral & Earth bar shall be 8 way each & suitable for termination of wires with pin type cable lugs. All accessories like Gland/Lugs/Thimble etc.required for installation shall be supplied by Contractor.	No	1
200	250 mm X 250 mm X 48 mm deep metal box	Metal box of 200 mm X 250 mm X 100 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required.	No	6
210	175 mm X 100 mm X 48 mm deep	Metal box of 150 mm X 150 mm X 60 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required.	No	13
220	Dismantling of old Electrical items	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 in both Conference and Auditorium and storing/stacking of the items in a demarketed place. Cleaning of the site to make suitable for re-wiring work.	Set	1

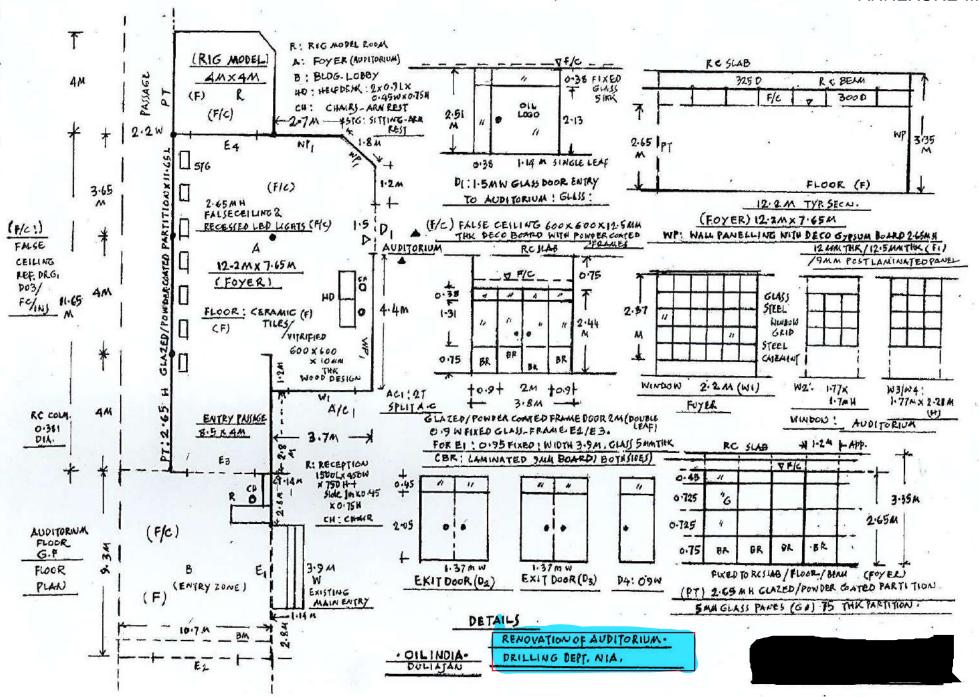
	NAME OF ROOM	Auditorium	Outside the Auditorium	Conference Room	Total Auditorium + conference room
	DIM (mtrs)				
10	Point Wiring	70	8	24	102
20	Light plug point wiring	150	20	120	290
30	Circuit wiring	135	15	45	195
40	Power plug point wiring	720	0	160	880
50	Sub Main 6 X16 Sq. mm PVC CU Wire (DB)	120	0	30	150
60	8M Box (SB)	9	1	3	13
70	4M Box (SB)	0	0	1	1
80	3 pin 5A s/socket	15	2	12	29
90	6 pin 15/5 s/socket	6	0	5	11
100	20A MCB Switch/ socket	20	0	2	22
110	6A Switch	70	8	24	102
120	Blank Plate	2	0	4	6
130	LIGHT (nos) (2'X2')	36	0	12	48
140	Downlighter	27	0	10	37
150	LED Strip	0	0	30	30
160	SITC of (1x4) LED fitting	0	8	0	8
170	Supply and fixing of flood light	2	0	0	2
180	63A 8Way TPN DB	4	0	1	5
190	3 Phase 8 way VTPN DB	1	0	0	1
200	Junction Box 8" x 10"(For DB)	5	0	1	6
210	Junction Box 4"x7"(For SB)	9	1	3	13
220	Dismantling and removal of existing wiring	0	0	0	1

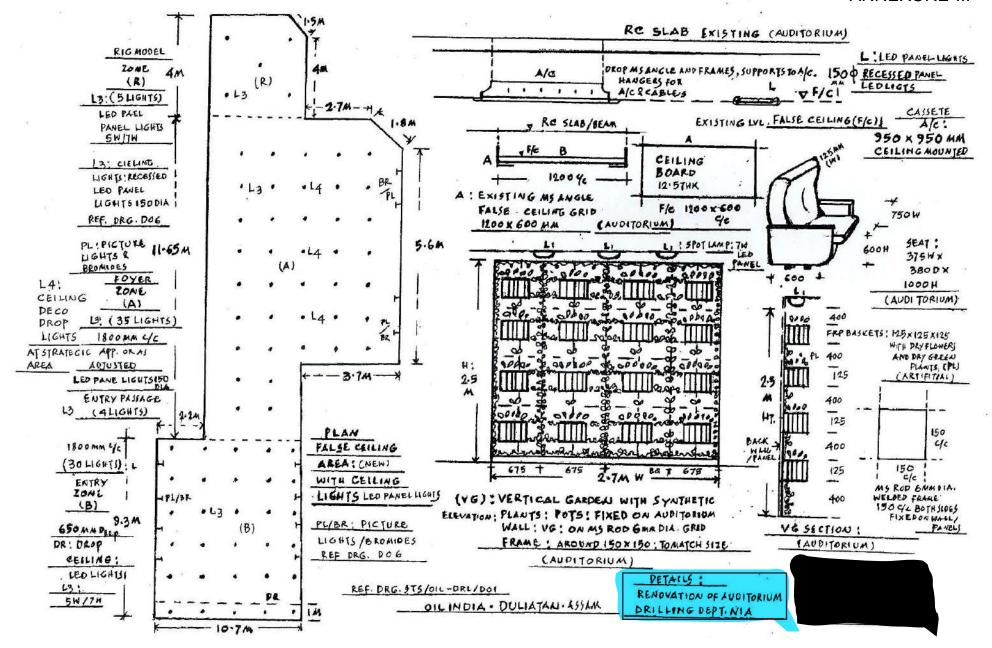


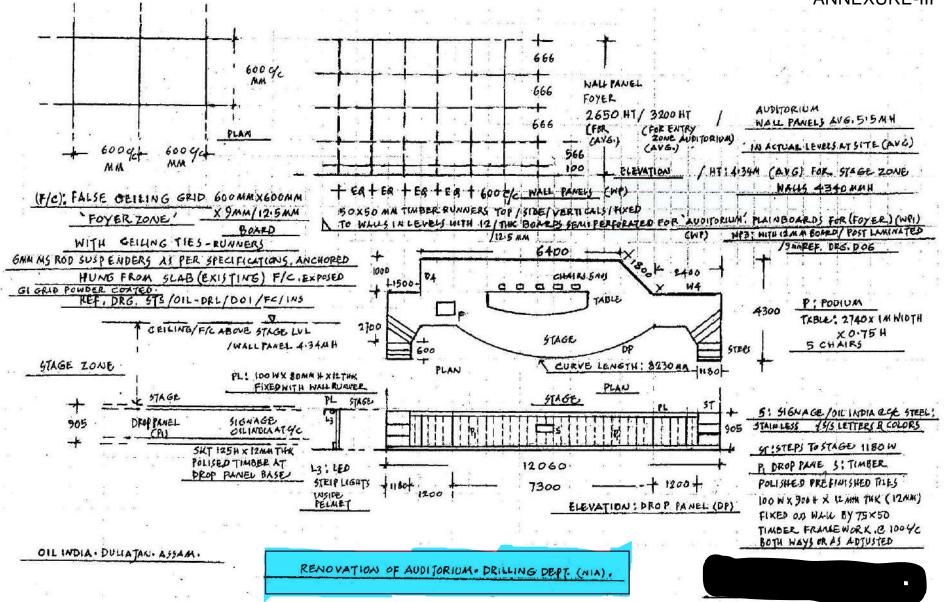
Sketch showing basic ceiling layout and placing of the components

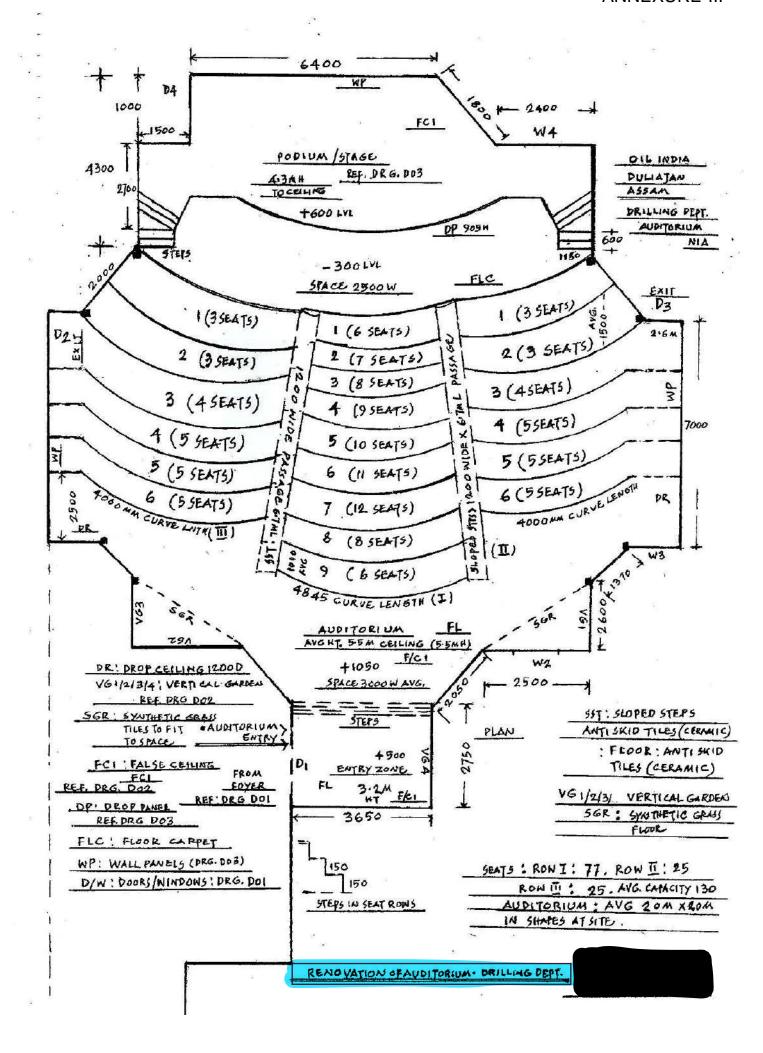


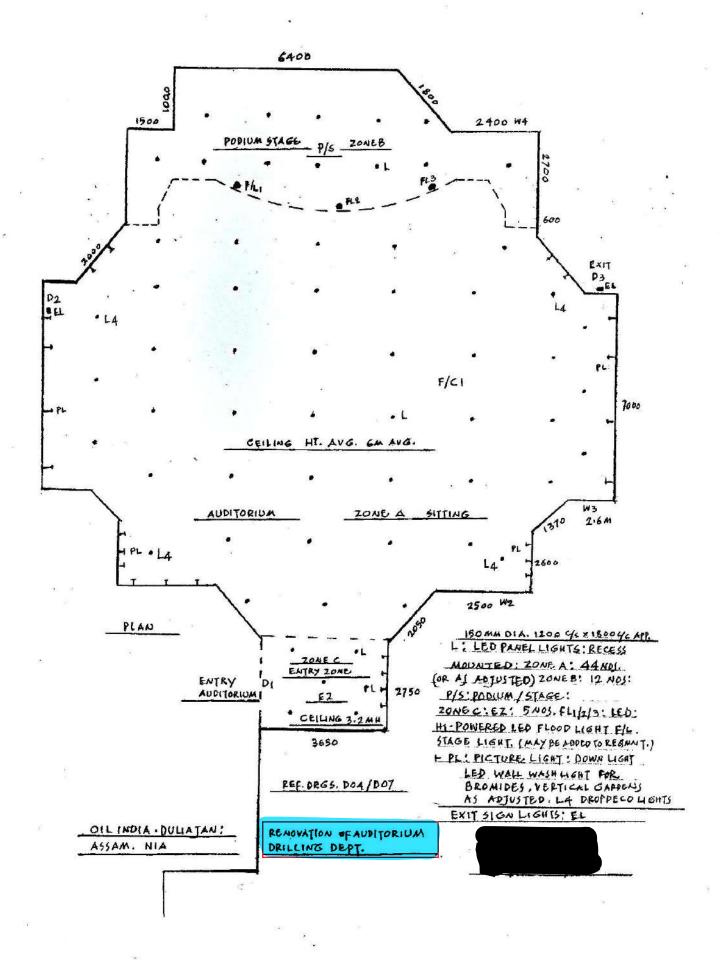
Conference Room Present False Ceiling Setup

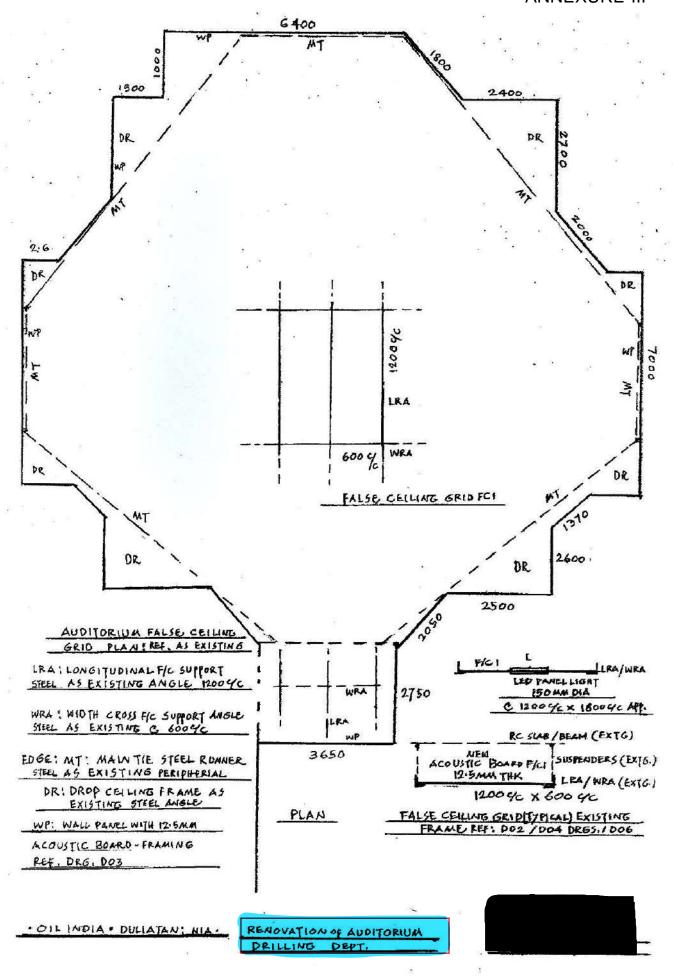


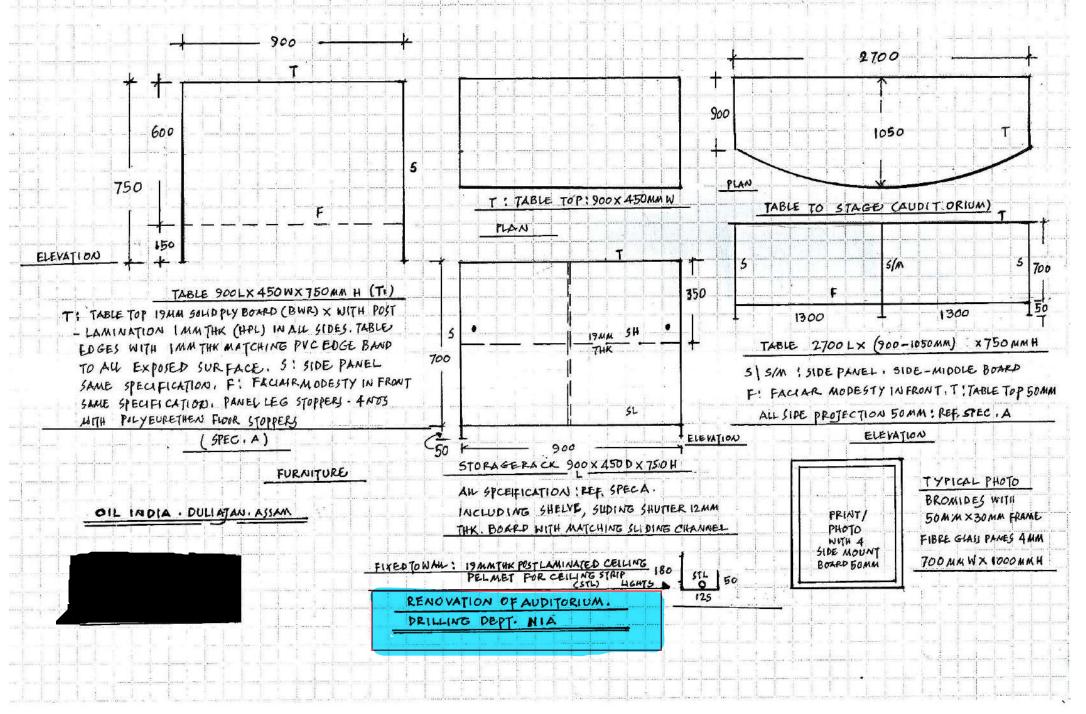


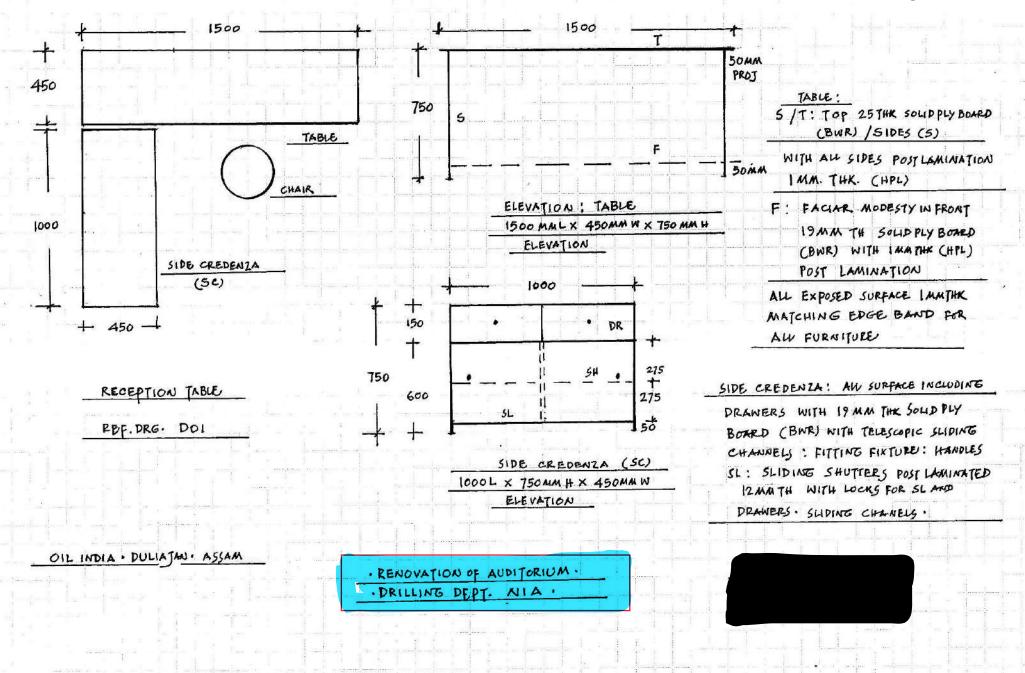












ANNEXURE-III



Auditorium, Interior



Seats, Window, Door



False ceiling, Wall panel



Interior view



Seats, Steps



False ceiling, Wall panel



Stage



False ceiling angle, Drop panel



Interior



Interior view

Foyer



Foyer, Entry Zone

OIL INDIA LTD

DRILLING DEPT. NIA

Duliajan, Assam

RENOVATION OF THE

AUDITORIUM

(Existing view)

ANNEXURE-IV

Make List of Electrical Items

SL No	Item Description	Approved make
1	All Single core BIS marked, copper FRLS PVC insulated stranded flexible 1100 v grade cable (as per IS 694 of size/rating as specified in SOQ)	FINOLEX/HAVELLS /L&T/POLYCAB/RR KABEL
2	All Earth Wire of size as specified in SOQ	FINOLEX/HAVELLS /L&T/POLYCAB/RR KABEL
3	Copper lugs	DOWELL/3D-BILLET/JAINEX/ SCHNEIDER (MERLIN GERIN)
4	PVC conduit	RICHA/PLAZA/AKG/PRESTO PLAST/ANCHOR
5	Metal clad switch-socket unit, 20/25 Amps	LEGRAND/SCHNEIDER/SIEMENS/ HAVELLS/INDO-ASIAN
6	LIGHT FITTINGS (including Driver) i) LED 1x4 suspended ii) 2 X 2 feet LED downlight fitting	PHILIPS /CROMPTON/GE/BAJAJ/HAVELLS
8	All MCCB	INDO ASIAN/LEGRAND/SIEMENS / ABB /L&T.
9	All MCB'S (10KA, C- curve)	ABB/INDO-ASIAN/L&T SCHNEIDER/SIEMENS/LEGRANDS
10	All RCBO Note: Make of RCBO, MCBs and box shall be of same make.	ABB/INDO-ASIAN/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS
11	All MCB DB Note: MCB DB and MCBs/RCBO fitted therein have to be of same make.	ABB/INDO-ASIAN/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS
12	VTPN DB Note: VTPN DB and all components fitted therein have to be of same make.	ABB/INDO-ASIAN/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS
13	TPN DB Note: TPN DB and all components fitted therein have to be of same make.	ABB/INDO-ASIAN/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS
13	Modular switches/Socket/Box/ Blank plate	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS
15	Metal GI Box	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS
16	Metal enclosure for MCB	LEGRAND/SCHNEIDER/SIEMENS INDOASIAN/L&T

1

To, GM-CONTRACTS(HoD) OIL INDIA LIMITED DULIAJAN-786602

SUB: SAFETY MEASURES

<u>Description of service</u>: Hiring of Services for Renovation of Auditorium and Conference Room of Drilling Department at New Industrial Area.

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:

- (a) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub-contractors.
- (b) Every person deployed by the contractor must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment for the job and conforming to statutory requirement and company PPE schedule. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deductingfrom Contractor's Bill.
- (c) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules and safety of workers engaged by him. The personnel will not refuse to follow any instruction given by company's Engineer/Official/Supervisor for safe operation.
- (d) Any compensation arising out of the job carried out by the Contractor whether related Safety or Health will be paid by the contractor only.
- (e) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- (f) The contractor shall have to report all incidents including near miss to departmental representative of the concerned department of OIL.
- (g) 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.
- (h) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- (i) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- (j) A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- (k) In case Contractor is found non-compliant of HSE laws as required company

will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

- (l) 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.
- (m) The contractor should prevent the frequent change of his contractual employees as far as practicable.
- (n) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

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

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					
	TURN OVER	NET WORTH			
YEAR	In INR	In INR			
Place: Date:					
Seal:					
Membership Number:	Signature				
Registration No.:					
UDIN:					

PART VI: INTEGRITY PACT

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 **Hiring of Services for Renovation of Auditorium and Conference Room of Drilling Department at New Industrial Area.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

PART VI: INTEGRITY PACT

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 h e/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/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 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

PART VI: INTEGRITY PACT

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

PART VI: INTEGRITY PACT

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 subcontractors/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

E-TENDER CDO9017P22

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, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

E-TENDER CDO9017P22

- **PART VI: 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 subcontracting, 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 intensions.
- 5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

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

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

DESCRIPTION OF WORK/SERVICE: Hiring of Services for Renovation of Auditorium and Conference Room of Drilling Department at New Industrial Area.

PRICE BID FORMAT: E-TENDER NO. CDO9017P22

NAME OF BIDDER

Bidder's GST No.

	SAC/HSN Code				
	Select the benefit sought under the Policy				
	(Use Drop Down List)				
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
			A	В	D = A * B
10	Dismantling of existing Interior Items including Ceiling, Panels, Floor, Wall panel, Furniture,	LSM	1		0.00
20	Expose Surface Treatment after dismantling as per point no.1	M2	140		0.00
30	French polishing to wood work, doors, panels, office interior including surface preparation complete with removal of the old polish complete with finishing	M2	10		0.00
40	Supply, fitting, fixing wall panel with BWR 9mm solid ply board as per SOW	M2	80		0.00
50	Supply , fixing & Installation of Loop Pile Carpet as per SOW	M2	55		0.00
60	Supply, fitting, fixing false ceiling tiles as per SOW of 600 x 600 at the interval of 600 mm c/c	M2	50		0.00
70	Supply, fitting, fixing, pictorial Bromides-paintings/photo/Drawings	M2	6		0.00
80	Plaster to wall, floor, ceiling with 1:3 cement Mortar 20 mm thick plaster for repair work as per site condition at any height.	M2	20		0.00
90	Supply and installation new etched toughened Glass entrance Door of 12 mm as per SOW	M2	4		0.00
100	Supplying solid flush type doors (02 numbers) of deluxe decorative (one side) complete, including fitting, fixing the shutters in position and other fittings at any height. The door should be complete in all respect including mortice lock	M2	4		0.00
110	Ceiling Pelmet : (For Ceiling LED strip light in strategic area)	M	30		0.00
120	Supply, Installation, testing and Commissioning of Suspended /recess type LED Down Lighter	NO	10		0.00
130	Supply, Installation, testing and Commissiong of Ceiling pelmet strip light (Strp):	M	30		0.00
140	Wiring for light point/ fan point/ exhaust fan point/ call bell point	NO	24		0.00
150	Wiring for light plug point with 3 nos Single core 1.5 sq.mm size	M	120		0.00
160	Wiring for circuit/ Power wiring from MCB DB	M	160		0.00
170	Supply, Installation, testing and commissioning of 6 A S/Socket	NO	12		0.00
180	Supply, Installation, testing and commissioning of 6/16 A S/Socket	NO	5		0.00
190	Wiring for circuit from MCB DB to desired Switch Board with 3 nos Single core 2.5 sq.mm size FRLS	NO	45		0.00
200	Supply, installation, testing and commissioning of 3 phase 8 way TPN DB	NO	1		0.00
210	Fire resistant quality Wiring for plug 2 x 4 sq.mm copper power Plug point wiring	M	10		0.00
220	Supply, Installation, testing and commissioning of 20 A switch socket for AC	NO	2		0.00
230	Supply, Installation, testing and commissioning of 2' x 2' LED Recessed fitting	NO	12		0.00
240	Circuit Wiring with 6x16 sqmm PVC wire in PVC Conduit.	M	30		0.00
250	Supply, Installation, Testing and Commissioning of 8 module Switchboard	NO	3		0.00
260	Supply, Installation, Testing and Commissioning of 4 module Switchboard	NO	1		0.00
270	Supply, Installation, Testing and Commissioning of 6A Modular Switch	NO	24		0.00

000	Supply Installation, testing and Commissioning of Modular type blanking plate. Modular Blank plate	NO	4	0.00
280	matching with modular switch boxes.	NO NO	4	0.00
290	Supply Installation, testing and commissioning of Metal box of 200 mm X 250 mm X 100 mm	NO	6	0.00
300	Supply, Installation, Testing and Commissioning of Metal box of 150 mm X 150 mm X 60 mm	NO	13	0.00
310	Supply fitting fixing Signage plate (4mm) thick stainless steel plate as per SOW	SET	1	0.00
320	Removing old paint from blistered painted surface of steel or other metal by chipping including scraping and cleaning and exposing the original surface.	M2	5	0.00
330	Painting with best quality synthetic enamel paint of approved make and brand	M2	10	0.00
340	On steel or other metal surface : With super gloss (hi-gloss) - (i) Two coats (with any shade except white)	M2	10	0.00
350	Supplying best Indian Sheet glass 4 mm thick including cutting to required sizes	M2	1	0.00
360	French polishing to wood work including preparing surface (ordinary gloss) On old French polished surface including complete removal of the old polish.	M2	10	0.00
370	Supplying 'Godrej' mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete.	EACH	3	0.00
380	Wood work in door frame fitted and fixed in position complete including a protective coat of painting	M3	0.4	0.00
390	Dismantling of existing Interior Items including Ceiling, Panels, Floor, Wall panel, Furniture	LSM	1	0.00
400	Surface finishing, filling up hair cracks by putty including removing old paint at interior walls	M2	1600	0.00
410	French polishing to wood work, partition, doors, panels, interior, etc. including surface preparation complete with removal of the old polish complete with new polishing - high gloss finishing	M2	50	0.00
420	Repair, renovation, decoration of wooden doors/podium / panels, including applying boiling water	M2	5	0.00
430	Auditorium Hall seat repair, restoration, renovation to working condition with stability framing, spring	NO	130	0.00
440	Supply fitting, fixing storage rack 900 L X 450D x 750 H with 19mm thk. solid ply board with two	NO	2	0.00
450	Supplying , fitting , fixing Table on podium avg. size2700L X (900 - 1050 W) x 750H with post	NO	1	0.00
460	Do: Table in foyer zone 900 L x 450 D x 750mm H using 19mm solid plyboard and post laminated	NO	4	0.00
470	Do: Table in reception zone 1500 L x 450 W x 750 H with 25mm thk solid ply board post laminated	UNI	1	0.00
480	Supply, fitting, fixing wall panel/drop panel at specific zone with semi perforated/insular fibre grid	M2	700	0.00
490	Supply, fitting, fixing wall panel/drop panel at specific zone with BWR 9mm solid ply board with	M2	100	0.00
500	Supply, fitting, fixing antiskid design vitrified / ceramic tiles 600mm x600mm x 10mm thk	M2	850	0.00
510	Supply, fitting, fixing false ceiling - any shade, design, texture, finish with Gypsum material	M2	260	0.00
520	Supply, fitting, fixing false ceiling board (cut to matching size to existing ceiling frames	M2	400	0.00
530	Supply, fitting, fixing, pictorial Bromides-paintings carefully fixed with fiber glass clear panes 4mm	M2	25	0.00
540	Supply, fitting, fixing glass etching/color - stained Design work	M2	25	0.00
550	Plaster to wall, floor, ceiling with 1:3 cement Mortar 20 mm thick plaster for repair work as per site condition at any height. (Repair work - Auditorium)	M2	300	0.00
560	Supplying , fitting , fixing in complete Digital Podium (AMA or equivalent) Model ELF 72D	SET	1	0.00

570	Ceiling Pelmet	M	400	0.00
580	Vertical Garden(VG)	M2	40	0.00
590	Synthetic grass in floor- skirting:	M2	15	0.00
600	Supplying fitting, fixing glazed Partition system with profiles of required sections	M2	50	0.00
610	DO - Supply fitting fixing glazed door with 5mm thk. Double leaf door matching with partition as per	M2	40	0.00
620	Do - Supply fitting fixing single leaf glazed door with OIL logo drawing ref. D01 of D1 - 2.51 H -0.35	M2	4	0.00
630	Executive fixed based chair:	EACH	12	0.00
640	Supplying fitting fixing synthetic carpets (6mm) any color, any shade, any textures fixed in front passage area near stage area/ on stage, skirting, steps with adhesive backup, taping, with levelling in existing surface - auditorium complete with finishing (with prior approval).	M2	150	0.00
650	Supply fitting ,fixing front faciar decorative polished drop timber panels equally spaced each 100mm	M2	20	0.00
660	Dismantling and safe storage of electrical items	LSM	1	0.00
670	Fire detection Alarm System :	M2	100	0.00
680	Supplying, fitting ,fixing, installation, testing complete with electrical / electronic connection,	SET	4	0.00
690	Electrical lights - lamps - fixtures	NO	36	0.00
700	Supply, Installation, testing and Commissioning of Suspended /recess type LED Down Lighter	NO	27	0.00
710	Emergency down light with fittings, fixtures electrical connection, with all electrical accessories	SET	2	0.00
720	Supply, Installation, testing and Commissiong of Ceiling pelmet strip light (Strp):	M	100	0.00
730	Supplying, fitting, fixing decorative adjustable	SET	20	0.00
740	Supply fitting fixing with all fixtures	SET	2	0.00
750	Supply fitting, fixing, installation at Zone light - decorative suspended pendant style down light	SET	12	0.00
760	Supply, Installation, testing and Commissioning of LED (1x4) type luminare	NO	8	0.00
770	Point wiring with 3x1.5 sq. mm in PVC conduit	NO	70	0.00
780	Light plug point wiring with 3x1.5 sq. mm PVC wire in PVC conduit	M	150	0.00
790	Circuit wiring with 3x2.5 sq. mm PVC wire in PVC conduit	M	135	0.00
800	Power wiring with 3 x 4sq.mm PVC wire PVC wire in PVC conduit	M	720	0.00
810	Circuit Wiring with 6x16.0 sq mm PVC wire PVC wire in PVC conduit	M	120	0.00
820	Supply, Installation, testing and commissioning of 8 Module type Switch Board.	NO	9	0.00
830	Supply, Installation, testing and commissioning of 6 A S/Socket	NO	15	0.00
840	Supply, Installation, testing and commissioning of 6/16 A S/Socket	NO	6	0.00
850	Supply, Installation, testing and commissioning of 20 A switch socket for AC Supplying and installation of recess type 20A metallic plug & socket DB complete with 20A Plug and Socket and 20 A DP RCBO, 30 mA sensitivity for AC.	NO	20	0.00

860	Supply, Installation, Testing and Commissioning of 6A Modular Switch	NO	70	0.00
870	Supply Installation, testing and Commissioning of Modular type blanking plate. Modular Blank plate matching with modular switch boxes.	NO	2	0.00
880	Supply, Installation, testing and commissioning of LED Flood Light 60 Watts Ideal for use in Stage Lighting.LM-80 certfied LED chip	NO	2	0.00
890	Supply, Installation, Testing and Commissioning of 3 phase 8 way 63A MCB DB	NO	4	0.00
900	Supply, Installation, Testing & commissioning 160 A, 8 W, VTPN MCB DB	NO	1	0.00
910	Supply Installation, testing and commissioning of Metal box of 200 mm X 250 mm X 100 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required.	NO	5	0.00
920	Supply, Installation, Testing and Commissioning of Metal box of 150 mm X 150 mm X 60 mm on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required.	NO	9	0.00
930	LED TV	SET	2	0.00
940	Supply, Installation, testing and commissioning of 2' x 2' LED Recessed fitting	NO	36	0.00
950	Supply, fitting, fitting Signage box with light Box (7W LED) including wiring, electrical connection,	SET	4	0.00
960	Supply fitting fixing Signage plate (3/4mm) metal with stainless steel and with	NO	2	0.00
970	Supplying, fitting, fixing including testing- commissioning with complete installation of Cassette	UNI	7	0.00
980	Supplying, fitting, fixing, testing, installation in complete with prior approval - Mega sound system,	SET	1	0.00
990	Supplying, fitting, fixing including installation of Vertical Blinds (Swivel type) - MAC blind with	M2	20	0.00
1000	Removing old paint from blistered painted surface of steel or other metal by chipping including scraping and cleaning and exposing the original surface.	M2	50	0.00
	Painting with best quality synthetic enamel paint of approved make and brand including	M2	50	0.00
1020	On steel or other metal surface :	M2	240	0.00
1030	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved	M2	240	0.00
1040	Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality	M2	50	0.00
1050	Applying Acrylic Emulsion Paint of approved make and brand on walls and ceiling including sand	M2	1600	0.00
1060	Applying Interior grade Acrylic Primer of approved quality and brand on plastered / wall panel/	M2	1600	0.00
1070	Supplying best Indian Sheet glass 4 mm thick including cutting to required sizes, setting on putty	M2	20	0.00
1080	Supplying best Indian laminated safety glass 5 mm. thick including cutting to required sizes, setting	M2	10	0.00

E-TENDER NO. CDO9017P22 PRICE BIDDING FORMAT

1090	Supplying best Indian figured glass viz. hammered, fluted, ribbed, pinhead etc. type including cutting to required sizes, setting on putty bases and fitted and fixed with nails and putty complete. 4 mm thick (White) / Coloured	M2	10		0.00
1100	French polishing to wood work including preparing surface (ordinary gloss) On old French polished surface including complete removal of the old polish.	M2	10		0.00
1110	Supplying 'Godrej' mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete.	EA	10		0.00
1120	Stitching crack in brick wall by carefully cutting out face brick 125 mm. deep into the wall, cleaning t	EA	10		0.00
1130	Supplying solid flush type doors of deluxe high presure 1 mm thk. decorative laminates (both side)	M2	10		0.00
1140	M.S.or W.I. Ornamental grill of approved design joints continuously welded with M.S, rods W.I.	M2	18		0.00
1150	Wood work in door and window frame fitted and fixed in position complete including a protective .	М3	2		0.00
1160	Supplying, fitting and fixing windows and ventilators with or without integrated grills conforming to	M2	15		0.00
1170	Supply fitting fixing suitable to power requirement for the auditorium complete with external	LSM	1		0.00
Total (Rs)					0.00
				Quoted GST rate in %	
			Applicable GST	(Select from Drop-down list)	
Total Contract cost (Rs.) including GST					0.00
					The above cost should be maintained under "Total Bid Value" in the E-Tender Portal
NOTE:					

- 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 quoted 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. Bidder may seek benefits under PP:LC policy.
- 7. Refer to GCC for detail of GST.
- 8. Refer to SOQ & SCC for Item detail Description.
- 9. Mobilisation Period: 45 (Forty Five) days from date of issue of Letter of Award (LOA).

BID FORM

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

Sub: IFB No. CDO9017P22

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 (One Hundred and Twenty) days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this	day of	2021
Authorised Perso	on's Signature:	
Name:		
Designation:		
Seal of the Bidde	er:	

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _	
_	
Name:	

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

PROFORMA-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

SUB: OIL's IFB No. CDO9017P22

I/We	_ confirm that Mr	(Name and
address) as authorised to represe		
against IFB No. CDO9017P22	for Hiring of Services for	Renovation of
Auditorium and Conference Ro	_	
Area.	3 . 1	
		Yours Faithfully,
A	Authorised Person's Signature:	
	Name:	
	Signature of Bidder:	
	Name:	

PROFORMA-IV

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL's IFB No. CDO9017P22

of

Confirm that Mr	
(Name	e and Address) is authorised to represent us to Bid,
negotiate and conclude	the agreement on our behalf with you against IFB No.
CDO9017P22 for Hirin	ng of Services for Renovation of Auditorium and
Conference Room of I	Orilling Department at New Industrial Area for any
commercial/ Legal purpo	se etc.
We confirm that representative shall comm	we shall be bound by all and whatsoever our said nit.
Authorised Person's Sig	nature:
Name:	Yours faithfully,
	Signature:
	~-8
	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 SECURING DECLARATION

(to be submitted on Bidders's letter head)

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

TENDER NO. CDO9017P22

I/We, the undersigned, declare that:

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

Name and Signature of Authorized Signatory and Company Seal

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: FSC/RTGS Code of the Bank: NEFT Code of the Bank: PAN Number: GST Registration Number:	
	_
Signature of Bidder with Official Sea	ιl

Contd.... P/2

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)

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
work) (hereinafter called "the Contract"). (Brief Description of the
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 word), 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 sum 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 was cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.
This guarantee is valid until theday of
The details of the Issuing Bank and Controlling Bank are as under:
A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:
B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:

<u>Page No. 2</u> PROFORMA-VII

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 No.) 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.

PROFORMA-VIII

AGREEMENT FORM

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 DD/BC/BG for Rs (being 3% of Contract value) with validity of 90 (Ninety) days beyond the defect liability period.
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 –

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.:

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.

- (a) PART-I indicating the General Conditions of this Contract;
- (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.
- 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	for and on behalf of Contractor
Company (Oil India Limited)	(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 inform	nation/documents submitted
Ref: Your Tender No. CI	009017P22
To, The GM-Contracts(HoD) Contracts Department, OIL, Duliajan	
Sir,	
With reference to our quotation against your undertake that no fraudulent information/docur	
We take full responsibility for the submission of against the above cited bid.	authentic information/documents
We also agree that, during any stage of the tend of the information/documents submitted by a fraudulent, OIL has right to reject our bid at an PBG and/or cancel the award of contract and/o on us, as deemed fit.	us are found to be false/forged/ ny stage including forfeiture of our
Yours faithfully,	
For (type name of the firm here)	
Signature of Authorized Signatory	
Name:	
Designation:	
Phone No.	
Place:	
Date:	
(Affix Seal of the Organization here, if applicable)	

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref: Note 'b.' under Clause 3.0 of Financial Rejection Criteria of BEC/BRC of Tender No. CDO9017P22

Ihereby solemnly affirm and declare	,	Firm name	signatory(s) of with address) do
The balance sheet/Financial Sta have actually not been audited as	tements for th	e financial ye	
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)		

<u>Note:</u> 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.

COMMERCIAL CHECK LIST

Bidder's	Name:	

TENDER NO. CDO9017P22

This Questionnaire duly filled in should be returned along with each copy of Unpriced 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.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from original Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	

12.	Confirm that percentage of Local Content along with Certification of Incorporation/Registration and other relevant documents required under BEC Clause No. 1.0 has been submitted.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

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

Signature
Name
Designation
Office Stamp

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To, Oil India Limited	
Contracts Department Duliajan, Assam - 786602	
Security in favour of Oil India Limited, Reference No	to as per terms and conditions of
Bank Branch IFS Code	
Contact Details	Mobile
E-mail Addresses	Telephone Fax
Correspondence Address	State
H No/Street/City	Country Pin Code
Declaration:	
3	tion of issuance of the bank guarantee via SFMS ls mentioned in the tender and hereby confirming
	Authorized Signature: Name: Vendor Code: Email ID: Mobile No:
Engl. Original bonly grounded	

Encl: Original bank guarantee

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

We,	(Name of the bidder) have submitted Bid against
	dated for Hiring of Services for
	and Conference Room of Drilling Department at
New Industrial Area.	
requirement as mandated by of India vide Notification No.	we meet the mandatory minimum local content Ministry of Petroleum and Natural Gas, Government FP-20013/2/2017-FP-PNG dated 17.11.2020 (or as The percentage of Local Content in the bid is %.
1	For and on behalf of
A	Authorized signatory
N	Jame
Б	Designation
Co	ontact No.

Bidder's Name:	

S1.	Clause No.	Description -	Compliance		Bidder to indicate Relevant Page No. of their Bid to	
No.	BEC/BRC	Description	Yes	No	support the remarks/ compliance	
		BID EVALUATION CRITERIA (BEC)				
1		The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall 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				
2	1.0	TECHNICAL EVALUATION CRITERIA: ELIGIBILITY CRITERIA: The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender. Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments				

		thereof, if any) shall be applicable.		
		If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.		
		Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:		
		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 along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded [Format enclosed as Proforma-XIV]. (c) Bidder to submit a copy of their Certificate of Incorporation/Registration in India.		
2.0 <u>T</u> I	ECHNICAL EV	VALUATION CRITERIA	L	
3	2.1	Experience: The bidder shall have experience in successfully executing/completing at least one 'SIMILAR WORK' of minimum Rs. 1,29,98,000.00 (Rupees One Crore Twenty-Nine Lakhs and Ninety-Eight Thousand only) under single contract during the last 07 (seven) years reckoned from the original bid closing date.		
4	Notes to BEC Clause 2.1 above:	a. "SIMILAR WORK" mentioned in Clause No. 2.1 means: New Construction/Renovation of office building including interior works in any of the following organizations:		

	i. Central/State Government Department
	ii. Public Sector Undertakings
	iii. Listed Indian Companies
	iv. Multi-National Companies (MNCs)
fe	following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
	A. Contract document showing details of work, AND
	B. Job Completion Certificate showing:
	(i) Gross value of job done (ii) Nature of job done and Work order no./Contract no. (iii) Contract period and date of completion OR
	C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
	(i) Work order no./Contract no. (ii) Gross value of job done (iii) Period of Service (iv) Nature of Service OR
	D. Any other document establishing the successful execution of the Contract.
C	Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

- **d.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 2.0 will only be treated as acceptable experience.
- **e.** Following work experience will also be taken into consideration:
 - (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.
 - (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
 - (iii) If the prospective bidder is executing similar work which is still running, and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:

Bidder must submit the breakup of similar work and its quantity/period executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user, or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **e. (iii)** above, to satisfy a) similar work b) minimum prescribed quantity/period c) prescribed period of 07 years, to be submitted as below:

- A. Breakup of similar work
- B. Contract document showing details of work.
- C. LOA/LOI/Work order showing:

- (i) Gross value of job awarded
 (ii) Nature of job awarded
 (iii) Contract no./Work order no.
 (iv) Contract period and date of completion
- D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Gross value of job done
 - (iii) Period of Work Done
 - (iv) Nature of Service
- **f.** Authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of job executed as sub-contractor. Additionally, the sub-contractor to submit the following:
 - i. Approval of Client organization to be submitted.
- ii. Additionally, for accepting experience as sub-contractor(s) or contractors under Listed Indian Companies / MNC, in addition to the requisite certificates (letter of award and job completion certificate, etc.) TDS certificate issued by principal contractor / Listed Indian Companies / MNC shall form the basis for considering experience and value of work executed.
- **g.** SIMILAR work executed by a bidder for its own organization/subsidiary/ Joint Venture cannot be considered as experience for the purpose of meeting BEC.
- **h.** Bids submitted for part of the work will be rejected.
- **i.** Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.

5	2.2	Any party who is extending support by way of entering into Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.		
6	2.3	The bidder must confirm the following in their bid: To quote for full service as laid down in Terms of Reference/Technical Specifications/Details of Services.		
3.0 <u>FI</u>	NANCIAL RE	JECTION CRITERIA		
7	3.1	Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs. 1,11,41,500.00 (Rupees One Crore Twenty Eleven Lakhs Forty-One Thousand and Five Hundred Only).		
8	3.2	Net worth of the bidder must be Positive for the preceding financial/accounting year. Note: The Net worth to be considered against Clause 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.		
9	Notes to BEC Clause 3.0 above	 a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid: (i) Audited Balance Sheet along with Profit & Loss account. OR (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in Annexure-X. 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.

- **b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six 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 undertaking in support of the same along with their technical bid as per **Proforma-X.**
- **c.** 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 evidence for the same.
- **d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para**a.** and **b.** above.
- **e.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.1 & 3.2.

4.0 COMMERCIAL EVALUATION CRITERIA:

10	4.1	The bids are to be submitted in Single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.		
11	4.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.		
12	4.3	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Securing Declaration" (Proforma-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.		
13	4.4	Bid Documents/User Id & Password for OIL's E-Tender portal are transferable.		
14	4.5	Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.		
15	4.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.		
16	4.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.		

17	4.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.		
18	4.9	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.		
19	4.10	Bidder must accept and comply with the following provisions as given in Tender Document in toto, failing which offer will be rejected: (i) Firm price (ii) Bid Securing Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact		
20	4.11	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.		
21	4.12	Bid received with validity of offer less than 120 (One hundred twenty) days from Bid Opening Date will be rejected.		
22	4.13	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI/Integrity Pact" of the tender document. This Integrity Pact proforma		

5.0	DDICE EVAL	has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.		
5.0	PRICE EVAL	UATION CRITERIA:		
23	5.1	Price bid 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.		
24	5.2	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.		
25	5.3	If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.		
26	5.4	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.		
27	5.5	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.		
28	5.6	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest		_

		recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.		
29	5.7	In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.		
30	5.8	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 quoted GST (CGST & SGST/UTGST or IGST).		
31	5.9	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.		
32	5.10	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.		
33	5.11	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.		

34	5.12	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.					
6.0 <u>G</u>	6.0 GENERAL						
35	6.1	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.					
36	6.2	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be 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.					
37	6.3	If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.					
38	6.4	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.					
39	6.5	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.					
40	6.6	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.					

7.0	PURCHASI	E PREFERENCE CLAUSE:		
41	7.1	PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).		
42	7.2	PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): 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.		
43	8.0	AWARD OF CONTRACT: The contract for hiring of the tendered services shall be awarded as below: A. L-1 bidder is a Class I PPLC bidder: In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder. B. L-1 Bidder is other than Class I PPLC: In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.		

44	9.0	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.		