

IFB No: CPI6560P21

TENDER FOR CONSTRUCTION AND COMPREHENSIVE OPERATION AND MAINTENANCE FOR SEVEN TOWERS OF G+6 STORIED NEW RESIDENTIAL COMPLEX IN OIL INDIA LIMITED, DULIAJAN, DISTT. DIBRUGARH (ASSAM)



IFB No: CPI6560P21



Oil India Limited (A Govt. of India Enterprise) P.O. DULIAJAN, DIST. DIBRUGARH, ASSAM, INDIA, PIN-786 602 PROJECTS DEPARTMENT TEL: (91) 374-2807207 E-mail: prodproj@oilindia.in Website: www.oil-india.com

#### FORWARDING LETTER

<u>Sub</u>: IFB No. CPI6560P21- Construction and Comprehensive Operation and Maintenance for seven towers of G+6 storied New Residential Complex in Oil India Limited, Duliajan, Distt. Dibrugarh (Assam)

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 E-TENDER TWO BID SYSTEM through OIL's E-Procurement "https://etender.srm.oilindia.in/irj/portal" for Construction and Comprehensive Operation and Maintenance for seven towers of G+6 storied New Residential Complex in Oil India Limited, Duliajan, Distt. Dibrugarh (Assam). One complete set of Bid Document covering OIL's IFB 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.	:	CPI6560P21
(ii)	Type of Bid	:	Open Indigenous E-Tender, Two Bid System
(iii)	Bid Closing Date & Time	:	20.04.2021 at 11.00 Hours (IST) (Original)
(iv)	Technical Bid Opening Date & Time	:	20.04.2021 at 14.00 Hours (IST) (Original)
(v)	Price Bid Opening Date & Time	:	To be intimated to the Technically & Commercially acceptable bidders at a later date.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Projects Projects Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum <b>120</b> days from Original Bid Closing Date.



## IFB No: CPI6560P21

			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 granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	30 (Thirty) days from the date of <b>issuance of LOA</b>
(x)	Bid Security/EMD Amount	:	Not Applicable.  However, all bidders shall be required to submit along with the technical bid a "Bid Security Declaration" as per <b>Annexure-II-C</b> accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security within the deadline defined in the NIT, they will be suspended for a period of two years.
(xi)	Original Bid Security to be submitted	:	Office of GM(C&P)-Projects, PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xii)	Amount of Performance Security	:	3% of Total Contract value.
(xiii)	Validity of Performance Security	:	Mimimum 01 Year claim period beyond the contract period / Defect Liability Period
(xiv)	Duration of the Contract	:	24 Months from the date of commencement of contract
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 30.0 of General Conditions of Contract (GCC)
(xvi)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Un-riced Bid.
(xvii)	Bids to be addressed to	:	GM(C&P)-Projects, PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xvii	Pre-Bid conference	:	01.04.2021 at 10:00 Hrs (through VC)
(xix)	Last Date of receipt of Queries	:	01.04.2021



IFB No: CPI6560P21

(xx)	Last day for online	:	13.04.2021 (Original)
	registration in OIL's		
	e-tender portal (for new		
	vendors)		

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

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

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

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

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 <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>.



IFB No: CPI6560P21

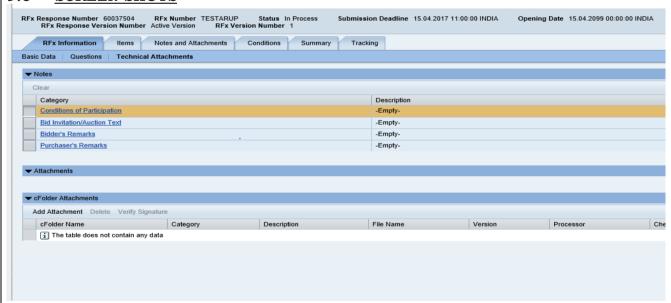
- **3.2.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for 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 CGM-PROJECTS 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 forfeiture of his/her/their Bid Security Deposit in full and debar 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, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.
- **8.3** In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.



IFB No: CPI6560P21

- **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:

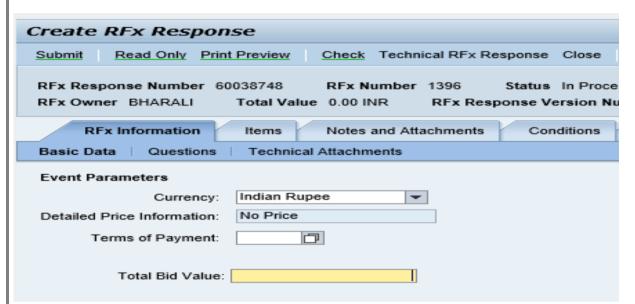
- \* The "Technical Bid" shall contain all techno-commercial details except the prices.
- \*\* The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a



IFB No: CPI6560P21

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>online 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.



IFB No: CPI6560P21

- **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 Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- **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

Sd/MANAGER (P- C&P)
For GM (PROJECTS- C&P)
For CGM (PROJECTS) I/C

Date: 20.03.2021 For RESIDENT CHIEF EXECUTIVE



IFB No: CPI6560P21

## <u>VOLUME-1</u> INSTRUCTION TO BIDDER



IFB No: CPI6560P21

## <u>VOLUME-1 PART - 1</u> INSTRUCTIONS TO BIDDERS

## 1. ELIGIBILITY OF THE BIDDER:

- 1.1. The eligibility of the bidder are 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. **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) Integrity Pact (IP): Part-VI
  - a) Bid Form: Proforma-I
  - b) Statement of Non-Compliance: Proforma-II
  - c) Authorisation for Attending Bid Opening: Proforma-III
  - d) Proforma of Letter of Authority: Proforma-IV
  - e) Proforma for E-Remittance: Proforma-V
  - f) Format of Performance Security: Proforma-VI
  - g) Agreement Form: Proforma-VII
  - h) Format of Undertaking by Bidders towards submission of authentic information/documents: Proforma –VIII
  - i) Certificate of Compliance of Financial Criteria: Proforma -X
  - j) Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)
  - k) Commercial Check List (Proforma -IX)
  - l) Sub-Proforma for submission of details of specific experience and annual turnover details as called in "qualification criteria" of invitation for bid (Proforma-XA)
  - m) Sub-Proforma for annual turnover statement: Proforma-XB
  - n) Format for chartered accountant / statutory auditor certificate for financial capability of the bidde- Proforma-XC
  - o) Details of similar work completed during last five years- Proforma-XI
  - p) Details regarding ESI & PF as per form-f registration (as applicable)- Proforma-XII
  - q) checklist for submission of bid proforma-XIII)



IFB No: CPI6560P21

- r) Income tax, PAN number, PF registration number, esic registration no.,GST registration nos. including copies of registration certificates /9proforma-XIV)
- s) Information about any current litigation / arbitration, if any, in which bidder is involved or details regardingholiday/banning and liquidation, court receivership (proforma-XV)
- t) Declaration of bidder regarding liquidation, court receivership or similar proceedings (Proforma-XVI)
- 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. 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. 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. **PREPARATION OF BIDS:**



IFB No: CPI6560P21

- 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 authorised Agents in India, if any.
- 5.3. Documents comprising the bid: Bids are invited under <u>Composite Bid 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.
    - b) Documentary evidence established in accordance with Clause No. 8.0.
    - c) Copy of Bid Form without indicating prices in Proforma-I.
    - d) Statement of Non-compliance as per Proforma-II.
    - e) Copy of Priced Bid without indicating prices.
    - f) Integrity Pact digitally signed by OIL's competent personnel as **Annexure-I**.
    - g) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
    - h) 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: (i) The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

- (ii) In addition to that Bidder to quote their GeM ID in their Bid documents.
- **6.0 BID FORM:** The bidder shall complete the Bid Form and upload the same along with their bid.

## 7.0 BID PRICE:



IFB No: CPI6560P21

- 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 BID SECURITY:

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

## 10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: Not Applicable

#### 11.00 PERIOD OF VALIDITY OF BIDS

- 11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Original Bid Closing Date.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 9.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

## 12.0 SIGNING & SUBMISSION OF BIDS:

## 12.1 Signing of bids:

12.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application(Certificate with personal verification and Organization Name)] as per Indian



IFB No: CPI6560P21

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.

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

#### 12.2 Submission of bids:

The tender is processed under Composite bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Projects, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB No. CPI6560P21.



IFB No: CPI6560P21

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

## 13.0 DEADLINE FOR SUBMISSION OF BIDS:

- 13.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 13.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- **14.0 <u>LATE BIDS</u>**: Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

## 15.0 MODIFICATION AND WITHDRAWAL OF BIDS

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



IFB No: CPI6560P21

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

## 17.0 BID OPENING AND EVALUATION:

- 17.1 Company will open the Bids, including submission made pursuant to clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 17.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 17.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 17.4 Bids which have been withdrawn pursuant to clause 15.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 17.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's



IFB No: CPI6560P21

determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

## 18.0 OPENING OF PRICED BIDS:

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

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

- **19.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.
- 19.1 Discounts / rebates:
- 19.1.1 Unconditional discounts/rebates

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

#### **20.0 CONTACTING THE COMPANY:**



IFB No: CPI6560P21

- 20.1 Except as otherwise provided in Clause 17.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 17.6.
- 20.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### 21.0 AWARD OF CONTRACT:

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

#### 23.0 NOTIFICATION OF AWARD:

- Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 9.0 hereinabove.
- **PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).
- 24.1
- a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
- 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



IFB No: CPI6560P21

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

TenderNumber should reflect in the SFMS text under MT 760/MT 760 COV

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

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

24.5 This Performance Security must be valid to cover the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the



IFB No: CPI6560P21

contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

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

## 25.0 SIGNING OF CONTRACT:

- 25.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 25.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Action shall be taken as per OIL's Banning Policy.
- 26.0 **CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

#### 27.0 MOBILISATION AND ADVANCE PAYMENT:

- 27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against 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.
- 27.3 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

#### 28.0 INTEGRITY PACT:



IFB No: CPI6560P21

- 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.
- 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 id: rudhra.gangadharan@gmail.com
  - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh E-mail: Ops2020@rediffmail.com

## 29.0 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.

**30.0 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.



IFB No: CPI6560P21

#### 31.0 GOODS AND SERVICES TAX:

31.1 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.

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

## 31.3 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.

## 31.4 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 <u>including **GST**</u>.

- 31.5 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.
- 31.6 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.



IFB No: CPI6560P21

- 31.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 31.8 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.
- OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 31.10 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.
- 31.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 31.12 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.

## 32.0 QUERIES / CLARIFICATIONS ON THE TENDER:

The prospective bidders shall submit their queries/clarifications against the tender through E-mail/Fax/Courier addressed to GM(C&P)-Projects, Projects Department, Oil India Limited, Duliajan, Assam-786602. Email: prroy@oilindia.in

## 33.0 THIRD PARTY INSPECTION:

33.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:



IFB No: CPI6560P21

S1.	Name of Independent Inspection	Contact E-mail ID
No	Agency	
i	M/s. RINA India Pvt. Ltd.	a.ssd@rina.org
		b.Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a.rkjain@rcaindia.net
		b.info@rcaindia.net
iii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL-Oil & Gas)	a.mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a.Jaimin.Bhatt@tuvsud.in
		b.sanjaykumar.singh@tuv-sud.in
		c.Pankaj.Narkhede@tuv-sud.in
		d.Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions	a.abhishek.singh@irclass.org
	Private Limited	b.pradeep.bansal@irclass.org
		c.Asim.Hajwani@irclass.org
		d.Amit.Ketkar@irclass.org
		e.industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services	a.contact@gulflloyds.com
	(India) Pvt. Ltd.	b.bbhavsar@gulfllyods.com
		c.inspection@gulflloyds.com
		d.gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a.salim@tuv-nord.com
		b.delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a.Shailesh.Deotale@ind.tuv.com
		b.ravi.kumar@ind.tuv.com
		c.rupeshkumar.singh@ind.tuv.com
		d.Neeraj.Chaturvedi@ind.tuv.com
ix	M/s. Bureau Veritas (India) Private	a.udit.chopra@bureauveritas.com
	Limited	b.vishal.sapale@bureauveritas.com
		c.dinesh.sukhramani@bureauveritas.com
		d.p.sridhar@bureauveritas.com
		e.hariprasad.jhawar@bureauveritas.com
		f.amit.shaw@bureauveritas.com
		g.business.support@bureauveritas.com
		h.labhanshu.sharma@bureauveritas.com
		i.pramodkumar.yadav@bureauveritas.com
		j.sonal.lad@bureauveritas.com
		k.bvindia.corporate@in.bureauveritas.com

33.2 The Bidders have to get the various documents required against BEC/BRC of the tender verified and certified by anyone of the above Independent Inspection Agencies and submit the duly certified documents alongwith the Inspection Certificateissued by the Inspection Agencies as part of their Technical Bids. It may be noted that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards



IFB No: CPI6560P21

verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

- 33.3 As mentioned above, Bidder(s) have to submit the verified documents and the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents against BEC/BRC without getting all/some of themverified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate withinseven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then suchbids shall be considered.
- 33.4 The methodology of inspection/verification of documents is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/ verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.
- (c) Verification of documents (but not limited to) are normally categorised as under:

General Requirement:

- •Check Bidder's PAN Card
- •Check Bidder's GST Certificate
- •Check ITR of company -last three years (minimum)
- •Check Bidder's Certificate of Incorporation –Domestic Bidder.¬

Page 25 of 163



IFB No: CPI6560P21

#### Technical Criteria:

- •To check Experience Proof
- •To Check the Completion Certificates –Letter of Appreciations of proper Execution
- •Reference contact verification and true copy verification
- •To check Original Work Order/Contract Copy
- •To check any other document(s), if called for vide BEC/BRC of the Tender. ¬

## Financial Criteria

- •Check and verify Audited Balance Sheet/CA certificate –Turnover & Net Worth.
- •Check Notarization validity, if any
- •To check the Line of Credit



IFB No: CPI6560P21

## <u>VOLUME-1 PART - 2</u> BID EVALUATION CRITERIA (BEC)



IFB No: CPI6560P21

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

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids 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 rejected. Bidders are advised not to take any exception/deviations to the bid document.

#### 1.0 **TECHNICAL CRITERIA:**

- 1.1 Any offer which does not include all the jobs/services mentioned in the Scope of work will be considered as incomplete and rejected.
- 1.2 The Bidder must have Experience of having successfully executed atleast one (01) similar job valuing not less than **INR 62.14 Crore** for any Central /State Govt. Departments or Central/State PSUs/Autonomous bodies or Public Limited or Private Limited Company, during last 07 (seven) years to be reckoned from the original Bid Closing date. The project, for which the above experience is claimed, should have been satisfactorily completed and/or handed over prior to the date of bid closing. The bidder shall furnish necessary documentary evidences in the form of experience certificate(s) issued by the organization to whom such service has been rendered or a copy of contract/work order and completion certificate / payment certificate issued by the client against the said contract, failing which the offer will be rejected.

**Note:** 'Similar job/Works' means 'Construction of Multi-Storied (Minimum G+4) RCC Framed Structure of Residential / Non-residential buildings including services like Electrification, Sanitary & Water Supply, Drainage, Road/Approach works.

In respect of the above eligibility criteria the bidders are required to ensure that the certificates should contain atleast the following information:

- a) Tender/Contract/Work Order Number with date
- b) Description of the job
- c) Work Period / Completion date
- d) Executed Value of contract
- e) Name and address of Employer/Issuing authority for such Work Order for each experience certificate

#### Note to Technical Criteria:

- (i) Only those works shall be considered for evaluations which have been executed by the bidder as Construction Contractor for Govt. organization /Public Limited/Private Limited Company. Therefore, bidders are advised to submit 'Past Experience' accordingly.
- (ii) Contract/Work Order and job Completion Certificate or any other documents from their clients which can substantiate their claim towards experience.
- (iii) For running Contract, works being executed by the prospective bidders shall also be considered, only if the payment obtained prior to original bid closing date is equal to or more than **INR 62.14 Crore** and the bidder has to submit recent Certificate of



IFB No: CPI6560P21

payment showing total value of works done prior to the original Bid Closing date along with satisfactory service execution certificate issued by the user.

- (iv)Bidder's performance for each of the qualifying work completed in the last Seven years should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.
- (v) Job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.
- (vi) Bids from Consortium and Joint Venture (JV) are not permitted against this tender.
- (viii) The Bidder shall have a valid Electrical Contractor's License issued by State Electrical Licensing board. However, in case the bidder does not have a valid Electrical Contractor's License, they should provide an undertaking as per Annexure-B certifying that in case of award of contract to the bidder, the bidder shall ensure that all electrical jobs shall be executed by a sub-contractor OR self with valid Electrical Contractor's License.

## 2.0 FINANCIAL CRITERIA:

- a) **Annual Turnover of the Bidder**: The bidder must have Annual Financial Turnover of at least **INR 31.07 Crore** in any one of the preceding three (03) Financial/Accounting Year(s) from the Original Bid Closing Date (BCD) as per the Audited Annual Reports.
- **b) Net Worth:** The financial Net Worth of the bidder must be **Positive** and should be equal or higher than **INR 9.32 Crore** as per the immediate preceding audited financial result to be considered from the original Bid Closing Date (BCD).

<u>Note</u>: Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - account (excluding re-valuation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation.

c) Working Capital Requirement: The Working Capital of the Bidder must be at least INR 9.32 Crore as per the immediate preceding audited financial result to be considered from the original Bid Closing Date (BCD). In case the Working Capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having Net Worth more than INR 100 Crore as per enclosed format (Annexure-II A).

In addition to above the bidder should submit a financial resource/cash flow plan for execution of this contract.

Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.



IFB No: CPI6560P21

**d) Bid Capacity:** The bidding capacity of the contractor should be equal to or more than **INR 62.14 Cr**.

The bidding capacity shall be worked out by the following formula:

Bidding Capacity =  $[A \times 1.5] - B$ 

Where,

- A = Maximum annual turnover in any one of the preceding three financial years
- B = Commitments in next twelve months from the date of expiry of the bid validity as per **Annexure-II B.**
- **e) Debt Equity Ratio:** Debt equity ratio of the bidder should not be more than 2:1 as per immediate preceding audited financial year result. Debt equity ratio shall mean long term Borrowings/ Net-worth.

<u>Note to Clauase 2.0</u>: 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, Bid Capacity, Debt to Equity Ratio etc. of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking Crore as per enclosed format (Annexure-II C) certifying that the balance sheet/Financial Statements for the financial year (as the case may be) has not been audited so far (up to the bid submission date).

2.1 While submitting his bid, bidder will have to provide categorical confirmation to below requirements; otherwise his bid will be rejected.

In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit as amount equal to 10% of the annualized contract value within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL. At any point of time, the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.

In case the financial statements submitted by the bidder are in currencies other than INR, BC selling rate declared by State Bank of India prevailing on one day prior to bid closing date shall be considered for converting it into INR.



IFB No: CPI6560P21

## Note(s)

- 1. For proof of Annual Turnover & Net Worth the followingdocument must be submitted along with the bid:-
- (i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in prescribed in **Sub- Proforma XC** of Tender.

#### AND

- (ii) Audited Balance Sheet along with Profit & Loss account.
- 2. 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 (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder is to provide documentary evidence for the same.
- 3. In case the audited Balance sheet and Profit & Loss Account submitted are in currencies other than INR or USD, the same shall be converted in equivalent INR or USD considering the foreign exchange rate (SBI TT Selling Rate) as on the date of balance sheet.
- 4. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates including audited financial statements/report and issued by Chartered Accountant in Practice w.e.f. February 1, 2019.

# 3.0 <u>DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN</u> SUPPORT OF THEIR BIDS:

Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:

- a) P.O/Work Order and job Completion Certificate or any other documents from their clients which can substantiate their claim towards experience.
- b) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities of client with reference to Para 3(a).
- c) Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of executing the job as mentioned in the Scope of Work/Terms of Reference/Technical Specification of the bidding document, during last 7 years prior to the bid closing date of the tender.
- d) Bidder will have to submit Project Execution & Management/ Planning & Scheduling methodology for the project.



IFB No: CPI6560P21

- e) Proposed Overall Project Schedule (from the date of LOA till 'final commissioning and handover in line with project duration specified in the tender) in network form showing all the details.
- f) Organizational set up for Planning, Scheduling, Procurement & Project Management, Construction Management, Quality Management, Inspection & expediting and Monitoring & Control at Contractor's Design Office and Site Office.
- g) Resource Deployment plan to meet the project plan as per schedule.
- h) Health, Safety and Environment (HSE) policies, implementation procedures in line with internationality accepted practices and statistics covering the last five (5) years.
- i) LTIFR track record for last three (3) years.
- j) List of policies, procedures and quality assurance & quality control practices currently in place for execution of similar work.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.

**NOTE:** In case Bidder has executed and completed a Composite work in a single contract which includes the qualifying work(s) stated under Clause No. 1.2 in (BEC) above, then value of such qualifying work(s) out of total value of composite work shall be considered for the purpose of evaluation.

For qualification based on composite works, in the event the value of the qualifying work(s) cannot be ascertained from the Work Order/ Completion Certificate submitted by bidder, Copy of Schedule of Rates/Prices (SOR/P), Copy of relevant pages of contract, Copy of relevant pages of final bill certified by their OWNER for establishing requirement of BQC or written letter from their Owner specifying the nature of work with quantities and values shall be submitted for qualification.

#### 4.0 COMMERCIAL - BID SUBMISSION

- 4.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 4.2 Except for the provisions of escalation provided elsewhere in the bidding document, bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account unless mentioned otherwise in the bidding document.
- 4.3 Bids with shorter validity will be rejected as being non-responsive.



IFB No: CPI6560P21

- 4.4 Bid Security/EMD is not applicable for this tender. However, all the bidders shall be required to submit along with the technical bid a "Bid Security Declaration" as per **Annexure-II D** 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 to submit a performance security within the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry. Format for "Bid Security Declaration" to be submitted along with the technical bid, is enclosed herewith.
- 4.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 4.6 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 4.7 Bids submitted after the Bid Closing Date and Time will be rejected.
- 4.8 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 4.9 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 4.10 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 4.11 Any physical documents wherever called for, 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.
- 4.12 Any Bid containing false statement will be rejected.
- 4.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
- 4.14 Bidders through shall quote directly and their Agent/ not Representative/Retainer/Associate. Bids submitted by Indian Agent /Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway.
- 4.15 Bidder must accept and comply with the following clauses as given in the Bid Document in Toto failing which bid will be rejected:
  - (a) Performance Guarantee Clause



IFB No: CPI6560P21

- (b) Force Majeure Clause
- (c) Tax Liabilities Clause
- (d) Arbitration Clause
- (e) Acceptance of Jurisdiction and Applicable Law
- (f) Liquidated damage and penalty clause
- (g) Safety, Environment & Labour Law
- (h) Termination Clause
- (i) Integrity Pact
- (j) Guarantee of material/work
- (k) Scope of work
- (l) Delivery/ completion schedule
- (m) Price schedule
- (n) Period of validity of bid
- (o) EMD/ Bid bond

## 5.0 PRICE BID EVALUATION (Part of BEC):

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

- 5.1 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.
- 5.2 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates/Price (Form SOR/P)
- 5.3 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

#### 5.4 The Contract Price shall be calculated as follows:-

The bids shall be evaluated on the basis of **Grand Total Price** for the entire scope against the listed BOQ covered under this bid document.

Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison; the lowest bid will be selected for award of contract.

The GST resultant figure will be considered exclusive for purpose of determining the L1 Prices. However, applicable GST as per statutory requirement will be payable to the successful bidder in case of award.

**6.0 Purchase preference clause:** Purchase preferences to MSE, CPSE etc. will not be Applicable.



IFB No: CPI6560P21

#### 7.0 GENERAL:

- 7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company (OIL) has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company (OIL). The loading so done by the Company (OIL) will be final and binding on the bidders. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. The Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format. No deviations will what so ever be accepted in the clauses covered under BEC-BRC.
- 7.2 To ascertain the substantial responsiveness of the Bid, the Company (OIL) reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in to must be received on or before the dead line given by the Company (OIL) failing which the offer will be summarily rejected. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 7.3 If any of the clauses in the BEC contradicts with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 7.4 The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 7.5 The original bid closing date shall be considered by OIL for evaluation of BEC/BRC Criteria even in case of any extension of the original bid closing date.
- 7.6 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification 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 summarily rejected.
- 7.7 If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.

#### 8.0 BID REJECTION CRITERIA

8.1 Exception and deviations taken elsewhere in the bid documents (other than provided in the Profoma-C of Tender) will result in bid getting rejected.



#### IFB No: CPI6560P21

- 8.2 Owner/Consultant reserves the right to verify the authenticity of digital signature. In case digital signature is not authorised, the bid shall rejected.
- 8.3 If a bidder submits prices in un-priced part of bid, the bid shall be rejected.

#### 9.0 OTHER CONFIRMATIONS FROM BIDDER:

While submitting bid, bidder will have to provide categorical confirmation to the requirements mentioned below; otherwise bid will be rejected:

- 9.1 The successful Bidder is required to open a 'separate account' with any scheduled/nationalized bank in Duliajan/Sphere of project execution wherein all receipts and payments in respect of the Contract are to be routed through this account only.
- 9.2 The RA bil1s of the contractor will be processed when the monthly bank account statement is submitted to OIL along with the bill and it is established that the withdrawn money has been utilized only for the project work. Along with each RA bill the Contractor will have to submit the proof of payments being made to its subvendors and sub-contractors.
- 9.3 If during the course of the project execution, it is established that the project progress is getting affected due to non-payment Construction Contractor to its subvendors and sub-contractors than OIL will have the right to make direct payments to these sub-vendors and sub-contractors from Construction Contractor RA bill final payable amount (after effecting statutory deductions as applicable) at total and risk and cost of Construction Contractor.
- 9.4 The bidder will not be able to use this account for entering into any type of mortgage/loan/factoring arrangement with other financial institutions during the course of the contract execution with OIL without the written consent of OIL.



IFB No: CPI6560P21

# ANNEXURE-II-A

Format for Line of Credit from	Scheduled commercial b	ank Confirmation
from the bank for the availabil	ity of unutilized line of o	credit:
We (Name of bank) hereby confirms the company M/s is having account with company are as under:	(Bidder) having	registered office at
Item	INR	
Sanctioned Line of Credit		
Utilized Line of Credit		
Balance Line of Credit		
	<u> </u>	<del></del>

We further confirm that we are scheduled commercial bank having Net Worth more than INR 100 Crore.

**Authorized Signatory of Bank** 



IFB No: CPI6560P21

#### ANNEXURE -II-B

#### DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT

	T /337 -			C				
I/We age son of								
do hereby solemnly affirm and declare as follows for and on behalf of the								
	Firm							
LICT OF EVICTING COMMITMENT AND ONGOING MODIC								
	LIST OF EXISTING COMMITMENT AND ONGOING WORKS							
Sr.	Name	Client	Work	Work	Assessed value of			
No.	of Works	Name &	Order	executed	commitments to be			
		Address			executed in next 12			
			(INR)	submission				
				of bid.	of expiry of the Original			
				Work done	Bid validity date.			
				value.	(INR)			
				(INR)				
(1)	(2)	(3)	(4)	(5)	(6)			
	Total of Col	umn No (6)						
	It is certified that the above particulars furnished are true and correct.							
	If any information given is found to be misleading at the time of							
evaluation of the tender or at a later date, OIL will have the authority								
	to take necessary action as per provision of the Contract and as							
	per laid down procedure of the Company (OIL).							
	1- 3	F-1300			- <i>1</i> ·			
Note:-								
i) This declaration shall be made in Non-Judicial Stamp Paper duly Sign and								

- i) This declaration shall be made in Non-Judicial Stamp Paper duly Sign and Stamp by the Bidder (AUTHORISED SIGNATORY HAVINGPOWER OF ATTORNEY) & to be Notarised.
- ii) The Concurrent Financial Commitment shall have to be for all Segments of Company's business operation, which contribute to the Turnover of the Company.

Note: Accuracy level of assessed commitments as per total of column 6 above should be within  $\pm 10\%$ 



IFB No: CPI6560P21

ANNEXURE -II-C

# TO BE EXECUTED BY THEAUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL LETTER HEAD OF THE BIDDER)

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITE	ERIA
Ref.: Note under Clause 2.0 Financial Criteria of BEC-BRC of Tender No. C	PI6560P21
I the authorized (Company or Firm name with addres affirm and declare/ undertake as under:	signatory(s) of s) do hereby solemnly
The balance sheet/Financial Statements for the financial yearbeen audited as on the Original Bid Closing Date.	have actually not
Yours faithfully, For (type name of the firm here)	
Signature of Authorized Signatory Name: Designation: Phone No. Place: Date: (Affix Seal of the Organization here, if applicable)  Note: This certificate is to be issued only considering the time require Financial Statements i.e. if the last date of preceding financial/accounting preceding six months reckoned from the Original Bid Closing Date.	



IFB No: CPI6560P21

ANNEXURE -II-D

BID SECURITY DECLARATION
ADD M
IFB No.:
TO GM-CONTRACTS(HoD) OIL INDIA LIMITED P.O. DULIAJAN-786602 Assam, India
Wehereby accept that if we withdraw or modify ourbid during the period of its validity or in the event of award of contract, wefail to sign the contractorsubmit performance security within the deadline as defined in the tender document, Oil India Limited will suspendusfor a period of two yearswithout conducting any enquiry.
For M/s (name of the firm here)
Signature of Authorized Signatory Name:
Designation:
Phone No.: Place:
Date:
(Affix Seal of the Organization here, if applicable)



IFB No: CPI6560P21

# <u>VOLUME-1 Part-3</u> <u>SECTION-I</u> GENERAL CONDITIONS OF CONTRACT



IFB No: CPI6560P21

#### 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.



IFB No: CPI6560P21

#### 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:



IFB No: CPI6560P21

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:



IFB No: CPI6560P21

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.



IFB No: CPI6560P21

# 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.

# 2.4 WAIVERS AND AMENDMENTS:

**2.5 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.



IFB No: CPI6560P21

**3.0 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.
- 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.



IFB No: CPI6560P21

- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

# 7.0 GENERAL OBLIGATION OF COMPANY:

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

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

# 8.0 DUTIES AND POWER /AUTHORITY:

# 8.1 OIL's site representative/engineer:

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.



IFB No: CPI6560P21

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 coordination and timely completion of the works and on any matter pertaining to the works.
- OIL's Representative(s) full co-operation (c) shall extend representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

# 9.0 Personnel to be deployed by contractor:

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

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging,



IFB No: CPI6560P21

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 02 Weeks 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.



IFB No: CPI6560P21

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



IFB No: CPI6560P21

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

#### 12.0 CLAIMS, TAXES & DUTIES:

**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.

**12.1 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.

#### 12.2 Taxes:

- 12.2.1 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.
- **12.2.2** 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.
- **12.2.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.2.4 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



IFB No: CPI6560P21

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.

- 12.2.5 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.
- **12.2.6** 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.
- **12.2.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- **12.2.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.2.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- **12.2.10** 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:

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)
- **12.2.11** 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.
- **12.2.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.



IFB No: CPI6560P21

12.2.13 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.

#### 12.3 Goods and Services Tax:

12.3.1 "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.

**12.3.2** 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.

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

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

- 12.3.4 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.
- **12.3.5** 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.
- **12.3.6** 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



IFB No: CPI6560P21

the OIL.

- **12.3.7** 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.
- **12.3.8** 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.
- **12.3.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- **12.3.10** 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.

# 12.4 Anti-profiteering clause

- **12.4.1** 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.
- **12.4.2** 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** 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.
- **13.2** 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.
- **13.3** 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 Page **55** of **163** 



IFB No: CPI6560P21

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
  That OIL shall be given thirty (30) days written advance notice of any
- e) 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



IFB No: CPI6560P21

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) Page 57 of 163



IFB No: CPI6560P21

#### Act 1972"

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

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

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

#### 14.13 Loss Payee Clause:

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

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

# 14.14 On account payment to OIL in case of claim

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

- **14.15** CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.
- **14.16** CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- i) <u>Workman Compensation and/ Employers' Liability Insurance</u>: 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.



IFB No: CPI6560P21

- iv) <u>Carrier's Legal Liability Insurance</u>: Carrier's Legal Liability Insurance in respect of <u>all</u> <u>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) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

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

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

#### 15.0 LIABILITY:

- 15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.
- 15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect,



IFB No: CPI6560P21

defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

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



IFB No: CPI6560P21

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

# 16.0 LIMITATION OF LIABILITY:

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

#### 17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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



IFB No: CPI6560P21

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.



IFB No: CPI6560P21

# **20.3 INDEMNITY APPLICATION:**

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

#### **22.0 ROYALTY PATENTS:**

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

# 23.0 WARRANTY AND REMEDY OF DEFECTS:

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

# 24.0 **SUBCONTRACTING/ASSIGNMENT**:

- **24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- **24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Page **63** of **163**



IFB No: CPI6560P21

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 designated representatives and its authorized 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.



IFB No: CPI6560P21

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

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

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

# 27.0 REMUNERATION AND TERMS OF PAYMENT:

- **27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- **27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- **27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on Page **65** of **163**



IFB No: CPI6560P21

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



IFB No: CPI6560P21

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.

# 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.



IFB No: CPI6560P21

- (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. <a href="http://www.epfindia.gov.in">http://www.epfindia.gov.in</a> and <a href="http://www.esic.in">http://www.esic.in</a>). 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



IFB No: CPI6560P21

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 preestimate 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 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.



IFB No: CPI6560P21

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

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

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

# 32.0 SET-OFF:

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

#### 33.0 WITHHOLDING:

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

- **33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- **33.2** Defective work not remedied by CONTRACTOR.
- **33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- **33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- **33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- **33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under



IFB No: CPI6560P21

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 affected 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.

#### 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 Page 71 of 163



IFB No: CPI6560P21

Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them
- vi) Engineer in Charge shall on a report having been made by an inspecting officer as Page 72 of 163



IFB No: CPI6560P21

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 nonfulfillment 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.

vii) 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



IFB No: CPI6560P21

CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

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

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

# 39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

- **39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- **39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.



IFB No: CPI6560P21

- **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.



IFB No: CPI6560P21

# **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 BY</u> 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 bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

# **42.0 SETTLEMENT OF DISPUTES:**

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

- 1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
- 2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- 3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
- 4) The number of arbitrators and the appointing authority will be as under:



IFB No: CPI6560P21

Claim amount	Number of	Appointing Authority
(excluding claim for interest and counter claim, if any)	Arbitrator	
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh	Sole Arbitrator	OIL
Upto Rs.25 Crore		
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 pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
- 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:



# IFB No: CPI6560P21

- (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



IFB No: CPI6560P21

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.



IFB No: CPI6560P21

- 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, exemployees 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



IFB No: CPI6560P21

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



IFB No: CPI6560P21

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 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.



IFB No: CPI6560P21

**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 the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

### **46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

# 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.



IFB No: CPI6560P21

# **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.



IFB No: CPI6560P21

# VOLUME-1 Part-3 SECTION: II TERMS OF REFERENCE & SCOPE OF WORK

Complete Scope with Drawings is uploaded as Volume-II in Technical Attachments



IFB No: CPI6560P21

# <u>VOLUME-1 Part-3</u> <u>SECTION: III</u> SPECIAL CONDITIONS OF CONTRACT



IFB No: CPI6560P21

# SPECIAL CONDITIONS OF CONTRACT

### **Definitions:**

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority of the Employer and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.

# Meaning of Expressions

- 2. In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
- (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (ii) The Employer means 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.
- (iii) The Engineer means the person to whom the Engineer-in-charge entrusts as his authorized representative his responsibility to act on his behalf and perform any or all the functions of the Engineer-in-Charge under the Contract. Engineerin- charge can in his own discretion entrust his responsibilities to act on his behalf and perform any or all the functions of the Engineer-in-Charge under the Contract to more than one person (by whatever name designated in Oil India Ltd like Site Engineer, Controlling Site Engineer or Project Coordinator etc.). The word "Engineer" in this contract document is applicable to any or all such persons to whom Engineer-in- Charge entrusts his responsibilities.
- (iv) Engineering and Project Management Consultant (EPMC) is Rites Ltd which is engaged by employer for Planning, designing, supervision, quality assurance / quality control and commissioning of the project.
- (v) Accepting Authority shall mean General Manager (Projects-C&P) Oil India Limited who shall sign the contract on behalf of employer.
- (vi) Excepted Risks are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, any acts of Government and other causes over which the contractor has no control and accepted as such by Accepting Authority or causes solely due to use or occupation by the Employer of the part of the works in respect of which a certification of completion has been issued or a cause solely due to Employer's faulty design of works.
- (vii) Market Rate shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 15% to cover all overheads and profits.



IFB No: CPI6560P21

(viii) Schedule (s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers or the Standard Schedule of Rates is Delhi Schedule of Rates 2019, with the amendments thereto issued up to the date of receipt of the tender.

- (ix) Date of commencement of the work: It will be the date arrived at after providing for the Mobilization period as stipulated LOA or the first date of handing over of site whichever is later. Time allowed for execution of the work will be reckoned from the Date of commencement of works.
- (x) Stipulated date of completion: It is the date arrived at by adding the time allowed for completion as specified in LOA to the date of commencement of the work.
- (xi) Replacement Cost means (a) tendered value plus (b) cost of materials supplied by the Employer (assessed cost of such materials if the materials are supplied free of cost) plus 10% of both (a) and(b).

# Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

# Headings and Marginal Notes

4. Headings and Marginal notes to these Special Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

# Documentation to be supplied to the Contractor

5. The Contractor shall be furnished free of cost one certified copy of the Contract documents except CPWD standard specifications, CPWD Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this Contract.

#### Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Financial Bid) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

# Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors



IFB No: CPI6560P21

- 8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:
- i. Description of Schedule of Quantities.
- ii. Technical Specifications and Special Conditions/Specifications, ifany.
- iii. Drawings
- iv. CPWD Specifications
- v. Indian Standard Specifications of BIS.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.
- 8.3 Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
- 9. Miscellaneous Conditions of Contract
- (i) On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Engineerin- Charge shall be communicated in writing to the Engineer-in-Charge.
- (ii) In case the tender for this work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, landscaping work, roads and paths etc., the tenderer must associate himself with agencies of appropriate class/Government Licensed

Agencies after prior approval of Engineer-in-Charge.

#### General:

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

No oral representation of any officer, agent, or employee of either the Contractor or Owner shall affect, modify, nullify or alter any right or obligation of the Contractor or Owner in terms of the contract unless made in writing and signed by the authorized representative of Owner and Contractor as an Agreed Variation.

Wherever, it is mentioned in the scope of work that the Contractor shall perform certain works or provide certain services, it is understood that the Contractor shall do so at his own cost, being deemed to be part of the relevant item in the Schedule of Rates (SOR) whether expressly stated or not.



IFB No: CPI6560P21

The planning, design, engineering and workmanship shall satisfy the relevant Indian & International Standards, specifications and codes. During the excavation/piling of proposed buildings and other ancillary works if any underground water supply, sewer electrical/gas pipeline or other services lines encounter, the same shall be dismantled by the contractor at no extra cost. Any salvage useable material shall be the property of client. No extension of time shall be granted on this ground.

### CLAUSE 1

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the Contractor) shall permit the Employer at the time of making any payment to him for Work done under the Contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as Earnest Money will amount to Security Deposit of 5% of the tendered value of the work. Earnest Money shall be adjusted first in the Security Deposit and further recovery of Security Deposit shall commence only when the up to date amount of Security Deposit starts exceeding the Earnest Money. Such deductions will be made and held by the Employer by way of Security Deposit unless he/ they has/ have deposited the amount of Security at the rate mentioned above in cash or Fixed Deposit Receipts. In case a Fixed Deposit Receipt of any Bank is furnished by the Contractor to the Employer as part of the Security Deposit and the Bank is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit.

All compensations or the other sums of money payable by the Contractor under the terms of this Contract may be deducted from, or paid by the sale of a sufficient part of his Security Deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the Contractor by the Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 days make good in cash or Fixed Deposit Receipt tendered by the State Bank of India or by Scheduled commercial banks endorsed in favor of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his Security Deposit or any part thereof. The Security Deposit shall be collected from the running bills of the Contractor at the rates mentioned above and the Earnest Money deposited at the time of tenders will be treated as part of the Security Deposit. Security Deposit may be released against submission of Bank Guarantee (in the format given at Annexure A-1) issued by a scheduled commercial bank or State Bank of India on its accumulation to a minimum amount of Rs. 5.0 Lacs subject to the condition that the amount of any Bank Guarantee except the last one, shall not be less than Rs. 5.0 Lacs. The amount shall be released only after receipt of confirmation of the Bank Guarantee from the issuing bank. Bank Guarantee submitted against Security Deposit shall be initially valid up to the stipulated date of completion of work plus maintenance period defined under clause 17 hereinafter. The Bank Guarantee shall be extended further from time to time when contract period is extended.

#### CLAUSE 2

Time and extension for Delay

2.1 (a) The time allowed for execution of the works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period from the date of issue of Letter of Acceptance or from the first date of handing over of the site whichever is later. If the Contractor commits



IFB No: CPI6560P21

default in commencing the execution of the work as aforesaid, the Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money, Performance Guarantee and Additional Performance Guarantee (if any) absolutely.

(b) As soon as possible after the Contract is concluded the Contractor shall submit a Net work (PERT/CPM) Time and Progress Chart for each activity and milestone and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate sequence of various activities of the phased requirement of plant and equipment to be deployed by the Contractor, the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work.

# (c) Method of Working

- (i) The Contractor shall also submit to the Engineer-in-Charge for his approval the Method Statement supported by the following information-
- (a) A general tentative lay out plan of construction plant and equipment for the execution of work within time period stipulated in schedule.
- (b) Drawings showing the locations of major plants and other facilities which he proposes to put up at the site, including any changes in the general layout, at least 15 days prior to the commencement of the respective work.
- (c) Layout and details of temporary works that the Contractor wants to carry out to fulfill his obligation under the Contract.
- (ii) Within 7 days, the Engineer-in-charge through the Engineer shall give his approval to proceed with work with or without modification. However, acceptance of program and method of working as submitted by the Contractor or with any modification thereto by the Engineer-in-Charge shall not relieve the Contractor of any of his contractual obligation.
- (iii) All these programs and plans submitted by the Contractor and approved by the Engineer-in-Charge shall become part of the Contract.
- (iv) The acceptance of programs as submitted by the Contractor or with any modification thereto by the Engineer-in-Charge shall not entitle the. Contractor for any extension of time unless delay, if any, is expressly sanctioned by the

#### Engineer-in-Charge.

# (d) Plant Requirements

The Contractor shall submit, with the programs and method statement mentioned above a comprehensive plant schedule which shall include the dates of arrival on and removal from site of each major item of plants. Following are the minimum required plants and machinery

# PLANT AND EQUIPMENT REQUIRED TO BE DEPLOYED BY THE CONTRACTOR

Sl.	Equipment	Numbers	Remarks
No.			
		(Minimum)	
1	RMC plant CP30 or equivalent	1	
2	Transit Mixer (5-6cum)	2	
3	Boom Placer/Pump	2+1	1 stand by
4	Static Concrete Pump	2	
5	Concrete mixer with hopper	2	
6	Builder's Hoist	2	



IFB No: CPI6560P21

7	Excavators	2	
8	Scaffolding/Staging material (steel)	3 sets of 1570 Sqm each	
		(Say 4800 Sqm.)	
9	Column Shuttering	75 sets	
	Slab Shuttering	3 sets of 1570 Sqm	
		each (Say 4800 Sqm.)	
	Beam Shuttering	3 sets of 800 sqm	
		each (Say 2500Sqm.)	
10	Tipper	4	
11	Total Station	1	
12	Earth Rammer/Soil Compactor	2	
13	Curing Pumps	4	
14	Welding Machine	2	
15	Vibrators (various sizes)	10	
16	DG Set	1	
17	Screener for coarse & fine sand	5	
18	Reinforcement cutting machine	5	
19	Chase cutting machines	2	
20	Portable Ordinary drilling machine	2	
21	Tile cutting machine	7+3	3 stand by
22	Roller (8 to 10 tones)	1	
23	Tanker with sprinkler	1	
24	Barricading material (CGI Sheet etc	8650 Sqm	
	with fixing arrangements)	_	
	,		
21 22 23	Tile cutting machine Roller (8 to 10 tones) Tanker with sprinkler Barricading material (CGI Sheet etc	7+3 1 1	3 stand by

### (e) Sufficiency of Resources

The Contractor shall take upon himself the full and entire responsibility for the sufficiency of plants, centering, scaffolding, timbering, machinery, tools and implements and generally for all means used for the fulfillment of the Contract notwithstanding any previous approval or recommendation that may have been given by the Engineer.

# 2.2 If the work (s) be delayed by:

- I. force majeure, or
- II. abnormally bad weather, or
- III. serious loss or damage by fire, or
- IV. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- V. delay on the part of other Contractors or tradesmen engaged by Engineerin- Charge in executing work not forming part of the Contract, or
- VI. non-availability of stores, which are the responsibility of the Employer to supply or
- VII. non-availability or break down of tools and plant to be supplied or supplied by the Employer, or
- VIII. any other cause which, in the absolute discretion of the Engineer-in- Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly



IFB No: CPI6560P21

his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in- Charge to proceed with the works.

- 2.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing to the Engineer-in-Charge through the Engineer in the format given at Annexure-J as soon as possible after the happening of the event causing delay. Such request shall, however, be made not later than three months prior to the stipulated date of completion in respect of all hindrances encountered till then. For subsequent hindrances the request for extension of time shall be submitted in the same format not later than 30 days prior to the stipulated date of completion or previously extended date of completion. While requesting for extension of time, the Contractor may also, if practicable, indicate the period for which extension is desired.
- 2.4 In any such case the Engineer-in-Charge may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the Contractor.

#### **CLAUSE 3**

# COMPUTERISED MEASUREMENT BOOK

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the Contract. All measurements of all items having financial value shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format laid down by the Engineer-in-Charge, so that a complete record is obtained of all the items of works performed under the Contract.

All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer or his authorized representative as per interval of program fixed in consultation with Engineer or his authorized representative. All calculations shall be done using relevant formulae. All carried forward figures be those in the measurement portion or in the abstract, shall have linkage to the cell where from it is carried forward. No quantity without linkage to its reference cell shall be permitted. Measurements thus recorded shall however be admitted for payment only after confirmation of compliance to other stipulations laid down in the contract. After the necessary corrections made by the Engineer, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the Engineer for the dated signatures by the Engineer and the Contractor or their representatives in token of their acceptance.

Whenever Bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked by the Engineer and/or his authorized representative. The Contractor will, thereafter, incorporate such changes arising out of these checks/test checks, in his draft computerized measurements, and submit to the Engineer a computerized Measurement Book, duly bound, and with its pages machine/computer numbered. The Engineer and/or his authorized representative would thereafter check the MB, and record the necessary certificate for their checks/test checks.



IFB No: CPI6560P21

The final, fair, computerized Measurement Book given by the Contractor, duly bound, with its pages machine/computer numbered, should be 100% correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a fresh computerized MB with its pages duly machine/computer numbered and bound, after getting the earlier MB cancelled by the engineer. Thereafter, the MB shall be taken in the Engineer's Office records, and allotted a number as per the Register of Computerized MBs. This shall be done by the Engineer before the corresponding Bill is submitted to the Office of Engineer-in-Charge for payment.

The Contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the Employer. The Contractor shall also generate a separate computerized MB containing Abstract of Cost and submit to the Engineer along with the Bill based on these measurements, duly bound, and its pages machine/computer numbered along with two spare copies of the Bill. The Contractor shall submit his bill in the format given at Annexure - K. Thereafter, this Bill will be processed by the Engineer and allotted a number as per the computerized MB record in the same way as done for the Measurement Books meant for measurements and Abstract of Cost.

The contractor shall submit separate soft and hard copies of Measurement Books containing details of measurements and a separate soft and hard copy of abstract of measurements. For recording measurements and also for preparing abstract, the contractor shall use black font with standard type and size. Change of font type, size (font size 12) and color shall be seen as violation of billing procedure. The contractor shall certify that there are no hidden cells in the computerized measurement books.

If the measurements are taken in connection with a running contract, the contractor shall record a reference to the last set of measurements, if any. If the entire job or contract has been completed, the date of completion shall be mentioned. If the measurements taken are the first set of measurements on a running account or the first and final measurements, this fact shall be suitably noted by the contractor against the entries in the Measurement Book and in the latter case, the actual date of completion shall also be mentioned.

All pages of the measurement book shall have header giving the name of work, contract package in abbreviated form and the footer shall be numbered. Entries shall be recorded continuously and no blank page left or torn out. Any page or space left blank inadvertently shall be cancelled by diagonal line, the cancellation being attested and dated by the contractor. In cases where "part rate" is claimed for any item, brief reason and rationale for arriving at part rate shall be recorded in the Measurement Book by the Contractor. In such cases the quantities shall be correctly indicated for each part rate (in case of more than one rate assigned for the same item) based on measurements. The Engineer / Engineer-in- Charge reserves the right to modify the part rate and/or the quantity to which such part rate is assigned.

The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineerin- Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications,



IFB No: CPI6560P21

measurements shall be in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The Contractor shall give not less than seven days' notice to the Engineer or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer or his authorized representative in charge of the work who shall with the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer or his authorized representative may cause either themselves or through another agency to check the measurements recorded by the Contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this Contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates and it shall not relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

### **CLAUSE 4**

Payment on intermediate Certificates to be regarded as Advances

No payment shall be made for work, estimated to cost Rupees One Lakh or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rupees One Lakh, the interim or running account bills shall be submitted by the contractor in the format given at Annexure 'K' for the work executed on the basis of recorded measurements, in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. Such interim or running bills shall be submitted along with the supporting documents. The Contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified, if any, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. The Engineer-in-Charge in his sole discretion may modify the periodicity of running bill from one month to such lesser/longer time as he considers appropriate, Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the Contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the Contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.



IFB No: CPI6560P21

75% of bill amount may be paid within 3 working days (excluding the day of submission) of presentation of the bill by the Contractor to the Engineer-in-Charge or his Engineer together with the account of the material issued by the Employer, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge the period of three working days will be extended to five working days. Balance amount of bill may be paid within 15 working days of the presentation of bill. The time limit of 3 days / 5 days/ 15 days mentioned above will be adhered to by the Engineer-in-Charge as far as possible and the contractor will not be entitled to any compensation or claims or damages by way of interest etc. in case of delay in payment.

All such interim payments shall be regarded as payment by way of advances against that payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the Contract and specifications. Any such interim payment or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge. Under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in anyway vary or affect the Contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the Employer to take action under the terms of this Contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on receipt of written request from Contractor and on the basis of a certificate from the Engineer may make interim advance payments without detailed measurements for work done at 75% of the assessed value based on approximate quantities executed. The advance payments so allowed shall be processed like any other interim bill and given a separate bill number. Such payment shall be adjusted in the subsequent interim bill by taking detailed measurements thereof. If at any stage, in the opinion of Engineer-in-Charge, it is found that the amount of interim advance payment (without detailed measurements) claimed by the Contractor was excessive, this facility of interim advance payment shall be withdrawn.

# **CLAUSE 5**

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

# CLAUSE 6

# **Completion Certificate**

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the Contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued.



IFB No: CPI6560P21

Provisional Certificate Physical Completion will be issued only after the Contractor has completed the entire scope of work allotted to him except for:

- i) the work not required to be done by the Employer; and /or
- ii) some minor defects which do not affect the usage and structural integrity of the work; and /or
- iii) some minor incompletions which are dependent upon completion of work by other agencies.

But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the Contractor (s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the Contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in- Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

# **CLAUSE 7**

Contractor to keep Site Clean When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the Contract. In case the Contractor fails to comply with the requirements of this clause, the Engineer-in- charge shall have the right to get this work done at the cost of the Contractor either departmentally or through any other agency. Before taking such action the Engineer-in-Charge shall give ten days notice in writing to the Contractor.

# **CLAUSE 8**

# Completion Plans and Operating /Maintenance Manual to be submitted by the Contractor

The Contractor shall submit Completion plans for all Civil, Sanitary, Plumbing, Structural and all other types of works as applicable, within thirty days of the completion of the work. The Contractor shall submit complete `record' drawings periodically corrected to show each and every change from working drawings, on tracings/re producible/CDs, as directed by the Engineer-in-Charge. In case the works include items which require specialized maintenance and/or Plant & Equipment which will require periodic maintenance, the Contractor shall supply along with the Completion Drawings three sets of Operating/Maintenance Manuals as required. In case, the Contractor fails to submit the Completion plan and /or Operating/Maintenance Manual, as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.5 lakhs (Rupees Five lakhs only) as may be fixed by



IFB No: CPI6560P21

the Engineer-in-Charge and in this respect the decision of the Engineer- in-charge shall be final and binding on the Contractor.

#### **CLAUSE 9**

# Payment of Final Bill

The Final Bill shall be submitted by the Contractor in the same manner as specified in interim bills within three months of physical completion of work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge 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. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Engineer, complete with account of materials issued by the Employer and dismantled materials.

- (i) If the Tendered value of work is upto Rs. 1 Crore :3 months
- (ii) If the Tendered value of work exceeds Rs. 1 Crore :6months

The Contractor will not however be entitled to any compensation or claims or damages by way of interest etc. in case of delay in payment. In case the Contractor fails to submit his final bill along with supporting documents within the time stipulated above for such submission, the Engineer-in-Charge may prepare or cause to be prepared the final bill within six months of the date of final certificate of completion; in such event no claim whatsoever on account of difference in quantities or rates and due to delay in payment, including interest, shall be payable to the Contractor.

#### **CLAUSE 10A**

# Materials to be provided by the Contractor

The Contractor shall, at his own expense, provide all materials required for the works other than those which are stipulated to be supplied by the Employer. The Contractor shall, at his own expense and without delay, supply to the Engineerin- Charge samples of materials to be used on the work and shall get these approve in advance. All such materials to be used on the work shall be in conformity with the specifications laid down or referred to in the Contract. The Contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineerin- Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the Contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.



IFB No: CPI6560P21

The Contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the Contract or specifications.

The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

The Engineer-in- Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in- Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The Contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped with the testing equipment as specified in Annexure 'B-1'.

The Contractor shall comply with special conditions relating to procurement, testing and storage of cement and steel as given in Annexure'B-2'.

### **CLAUSE 10 B**

# Secured Advance on Non-perishable Materials

(i) The Contractor, on signing an indenture in the form given at Annexure 'I' shall be entitled to be paid during the progress of the execution of the work up to 90% of the assessed value of any materials which are in the opinion of the Engineer- in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the Contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this subclause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this Contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the Contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the Contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

#### **CLAUSE 10C**



IFB No: CPI6560P21

# Dismantled Material Employers' Property

The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as the Employer's Property and such materials shall be disposed off to the best advantage of the Employer according to the instructions in writing issued by the Engineer-in-Charge.

#### **CLAUSE 11**

# Signing of "No Claim "Certificate

The Contractor shall not be entitled to make any claim whatsoever against the Employer under or by virtue of or arising out of the Contract, nor shall the Employer entertain or consider any such claim if made by the Contractor after he shall have signed a "No Claim Certificate" in favour of the Employer in such form as stipulated by the Employer, after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of any item covered by the "No Claim Certificate" or demanding a reference to arbitration in respect thereof.

#### CLAUSE 12

# 12.1 Extra items and Pricing

In the case of extra item (s) (items that are completely new and are in addition to the items contained in the Contract) the Contractor may within fifteen days of receipt of order or occurrence of the item (s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and the Contractor shall be paid in accordance with the rates so determined.

#### **CLAUSE 13**

# Foreclosure of Contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender the Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at the rates as stipulated in Clause 12 for works executed at site and, in addition, a reasonable amount as certified by the Engineerin- Charge whose decision shall be final and binding on the Contractor, for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- ii) The Employer shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Employer shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Employer cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account



IFB No: CPI6560P21

purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

- iii) If any materials supplied by the Employer are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Employer at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Employer's stores, if so required by the Employer shall be paid.
- iv) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of Contractor's site staff and imported labour to the extent necessary. The Contractor shall, if required by the Engineer-in-Charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the Contract and less the cost of Contractor's materials at site taken over by the Employer as per item (ii) above. Provided always that against any payments due to the Contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the Contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Employer from the Contractor under the terms of the Contract.

### CLAUSE 14

### Taking away part work due to default of the Contractor and recovery of additional cost

#### If Contractor:

- i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- The Engineer-in-Charge on behalf of the Employer, without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the Employer, by a notice in writing to take the part work / part incomplete work of any item (s) out of his hands and shall have powers to:
- a) Take possession of the site and any materials, constructional plant, implements, stores



IFB No: CPI6560P21

etc., thereon; and /or

b) Carry out the part work / part incomplete work of any item (s) by any other Agency.

In such an event, the Contractor shall be liable for loss / damage suffered by the Employer because of action under this clause and to compensate for this loss or damage, the Employer shall be entitled to recover a sum equivalent to 20% of the value of the part work / part incomplete work so taken away subject to a maximum limit of 10% of the Tendered value of the work.

The value of the work taken away shall be calculated for the items and Quantities taken away, at the Agreement rates including price variation as applicable on the date when notice in writing for taking away part work, was issued to the Contractor. The Contractor from whom part work is being taken out, shall not be allowed to participate in the tendering process for carrying out such work.

The amount to be recovered from the Contractor as determined above, shall, without prejudice to any other right or remedy available to the Employer as per law or as per agreement, will be recovered from any money due to the Contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and he shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge on behalf of the Employer shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary building at site etc., and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contractor and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

b

- i) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the Contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer in- Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
- a) on account of any default on the part of the Contractor; or
- b) for proper execution of the works or part thereof for reasons other than the default of the Contractor; or
- c) for safety of the works or part thereof. The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instruction given in that behalf by the Engineer-in-Charge.
- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i)above.
- a) The Contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of items of work for which a



IFB No: CPI6560P21

separate period of completion is specified in the Contract and of which the suspended work forms a part, and;

b) If the total period of all such suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the Contract exceeds thirty days, the Contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/ or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the Contractor. Provided the Contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30days.

iv) If the works or part thereof is suspended on the orders of the Engineer-in- Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the Contractor may after receipt of such order serve a written notice on the Engineerin-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Employer or where it affects whole of the works, as an abandonment of the works by the Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in- Charge. In the event of the Contractor treating the suspension as an abandonment of the Contract by the Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the Contractor provided the Contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Provided further that the contractor shall not be entitled to claim any compensation from the Employer for the loss suffered by him on account of delay by the Employer in supply of materials in Schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Employer.

#### CLAUSE 16

# Contractor Liable for Damages, defects during Maintenance Period and Refund of Security Deposit

If the Contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within the maintenance period of 12 Months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing on that behalf make the



IFB No: CPI6560P21

same good at his own expense or in default the Engineerin- Charge shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Security Deposit or the proceeds of sale thereof of a sufficient portion thereof. The Security Deposit of the Contractor shall not be refunded before the expiry of the maintenance period after the issue of the Final Completion Certificate of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the Security Deposit is sufficient to meet all liabilities of the contractor under this contract, half of the Security Deposit will be refundable on expiry of half the specified maintenance period and the remaining half after expiry of the full maintenance period from the date of issue of the said certificate of completion or till the Final Bill has been prepared and passed, whichever is later. The Final Completion Certificate may be issued to contractor immediately after rectification of the defects mentioned in Provisional Certificate of Completion to the satisfaction of Engineer-in-charge and clearance of site as stipulated in clause 8 herein before. In case of non completion of items of works listed in Provisional Certificate of Completion which are dependent on execution by other agencies, the Final Completion Certificate may be issued with a suitable remark by Engineer-in-Charge. The contractor shall execute such works which are dependent on execution by other agencies within the expiry of maintenance period provided that site for execution of such works is made available by Engineer-in-charge at least 3 months before expiry of maintenance period. If the site for such works is not made available to contractor within the period mentioned above, Contractor shall not be bound to carry such works under this contract.

The specialized items of work such as Anti termite treatment, water proofing work, kiln seasoned and chemically treated wooden shutters etc. hall be entrusted to specialized firm or Registered Contractor who shall give specific guarantees that they shall be responsible for removal of any defect cropping up in these works executed by them within the Guarantee period. The form in which the Guarantee is to be executed by the Contractor on a stamp paper of the required value is at Annexure E1 & E2 respectively for Water Proofing Works and Anti Termite Treatment Works.

The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer-in-Charge and delivered to the Employer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer-in-Charge within twenty eight days after the expiry of the Period of Maintenance as stipulated above or as soon thereafter as any works ordered during such period, shall have been completed to the satisfaction of the Engineer-in-Charge and full effect shall be given to this clause, notwithstanding any previous entry on the Works or taking the possession, working or using thereof or any part thereof by the Employer.

In case of Maintenance and Operation works of E & M services, the security deposit deducted from the Contractor shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance Contract whichever is earlier. Not withstanding anything contained in the clause, Security Deposit of the work will not be refunded unless the stipulations in clauses 45 and 45A are complied with.

### CLAUSE 17

#### Action where no Specifications are specified

In the case of any class of work for which there is no such specification as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards



IFB No: CPI6560P21

Specifications. In case there is no such specification in Bureau of India Standards, the work shall be carried out as per manufacturer's specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer- in- Charge.

#### **CLAUSE 18**

# Unfiltered water supply required for the work

The Contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the Contractor shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of the Contractor if the arrangements made by the Contractor for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

### **CLAUSE 19**

# **Employment of Technical Staff and employees**

Contractor's Superintendence, Supervision, Technical Staff & Employees.

i) The Contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the Contract. The Contractor shall immediately after receiving Letter of Acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the Principal Technical Representative and Deputy Technical Representative to be in charge of the work. Such qualifications and experience shall not be lower than those specified below:

Designation	Minimum Qualification	MinimumWorking Experience (Years)	Number
Principal Technical Representative	Graduate Engineer Civil	10	1
Technical Representative	Graduate Engineer Civil	5	
Project/Site Engineer	Graduate Engineer Civil	3	2
Project Planning/ Billing Engineer	Graduate Engineer (Civil/Electrical) or	Nil	2
	Diploma Engineer (Civil/Electrical)	5	2

The Engineer-in-Charge shall within five working days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the Contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the Contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the Contractor in this respect. Such a Principal Technical Representative and Deputy Technical



IFB No: CPI6560P21

Representative shall be appointed by the Contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start of work.

All the provisions applicable to the Principal Technical Representative under the Clause will also be applicable to other Technical Representative(s). The Principal Technical Representative and/or other Technical Representative shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves as required to the Engineer-in-Charge and/or his representative to take instructions. Instructions given to the Principal Technical Representative or other Technical Representative shall be deemed to have the same force as if these have been given to the Contractor. The Principal Technical Representative and/or other Technical Representative shall be actually available at site fully during all stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in- Charge or his designated representative in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/test checked measurements. The representative shall not look after any other work. Substitutes duly approved by Engineer-in-Charge in similar manner as aforesaid shall be provided in the event of absence of any of the representatives by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the Contractor, is convinced that no such Technical Representative is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the Contractor as specified in para (iv) below and the decision of the Engineer-in-Charge as recorded in the Site Order Book and measurement recorded/test checked in Measurement Books shall be final and binding on the Contractor. Further if the Contractor fails to appoint a suitable Principal / Deputy Technical Representative or other Technical Representative and if such appointed persons are not effectively present or are absent by more than 2 days without duly approved substitutes or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as another suitable Technical Representative(s) is/are appointed and the Contractor shall be held responsible for the delay so caused to the work. The Contractor shall submit a certificate of employment of the Technical Representative(s) along with every On Account Bill/Final Bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- ii) The Contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The Contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work The engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the engineer-in-charge to be undesirable. Such person shall not be employed again at works site without the written permission of the engineer-in-charge and the persons so removed shall be replaced as soon as possible by competent substitutes.
- (iii) For effective supervision of the Works, the Contractor must depute adequate number of technical assistants who are skilled and experienced in their respective callings as specified above.



IFB No: CPI6560P21

iv) Recovery for non deployment of Engineers As specified in below:

### CLAUSE 20

Conditions for reimbursement of levy/tax/Cess if levied after receipt of tenders.

- i) All tendered rates shall be inclusive of all taxes, levies and cess payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the Contractor thereupon necessarily and properly pays such taxes/levies/cess, the Contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor.
- ii) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineerin- Charge and further shall furnish such other information/document as the Engineer- in-Charge may require from time to time.
- iii) The Contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Qualification	Experience(Years)	Rate of Recovery per
		month
Graduate Engineer	10	Rs.55,000/-
	_	
Graduate Engineer	5	Rs.40,000/-
Graduate Engineer	3	Rs.30,000/-
Graduate Engineer	Nil	Rs.25,000/-
Diploma Engineer	5	Rs.25,000/-

# CLAUSE 21

# Labour Clearance Certificate (LCA) and Release of Security Deposit after Labour Officer clearance

The contractor shall obtain and submit Labour Clearance advice (LCA)/ Labour Clearance Certificate (LCC) within 14 days of signing the contract agreement. If the contractor fails to submit the LCA/LCC within 14 days of signing of the contract, the period of delay in submission of LCA/LCC shall be deducted from the contractual period while issuing the work order. In such cases, the time period mentioned in the GCC shall not be applicable and the contractor must complete the work within the reduced time period allotted to the contractor as per the work order issued.

However, if submission of LCA/LCC is delayed, under some exceptional circumstances, for any reason not attributable to the contractor, the same should be recorded by the contractor with documentary proof. In such cases, the decision as to whether the reason of delay attributable to the contractor or not shall be taken by the head of indenting department and



IFB No: CPI6560P21

the work order will be issued accordingly. Security Deposit of the work shall not be refunded till the Contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the Contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the Contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

#### **CLAUSE 22**

# INTERFERING WITH TRAFFIC WATCH & WARD, WATER SUPPLY

22.1 Interference with Traffic and adjoining properties All operations necessary for the execution of the Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public, or the access to use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefore.

# 22.2 Watching and Lighting

The Contractor shall in connection with the Works, provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or as required by the Engineer or by any duly constituted authority, for the protection of the Works, or for the safety and convenience of the public or others.

- 22.3 Electricity Supply required at the works The Contractor shall make his own arrangement for Electricity required for the work and nothing extra will be paid for the same.
- 22.4 Land for Labour Accommodation

The Employer shall not provide any land for setting up of the Labour Camp and the Contractor shall make his own arrangements.

#### **CLAUSE 23**

# INSURANCES TO BE TAKEN BY THE CONTRACTOR & EMPLOYER TO BE INDEMNIFIED

- 23.1 Insurance of Works etc.
- 23.1.1 The Contractor shall effect Contractor's all risk insurance policy (CAR policy) in the joint names of the Employer and the Contractor, the name of the former being placed first in the policy, covering the following:
- a) The works at their Replacement Cost.
- b) All plants and equipment's and other things brought to the site by the Contractor shall be insured for a sufficient amount not less than Rs.5 lacs or 1% of the Tendered Value, whichever is more.
- c) Employer's building rented to the Contractor if the building or part thereof is used by the Contractor for the purpose of storing or using materials of combustible nature, on which the decision of the Engineer-in-Charge shall be final and binding.
- 23.2 Third Party Insurance



IFB No: CPI6560P21

23.2.1 Before commencing the execution of the Works from the date specified in the contract the Contractor shall insure against the liability for any material or physical damage, loss injury or death which may occur to any property or life including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the Works or in the carrying out of the Contract. The sum insured will be for an amount Rs. 10.00 Lakh per occurrence with the number of occurrences limited to four. After each occurrence, Contractor shall pay additional premium necessary to make insurance valid for four occurrences always The Insurance Policy should cover this amount at all times till issue of Completion Certificate by the Engineer-in-Charge.

#### CLAUSE 24

#### SAFETY AND SECURITY

24.1 Codes etc. to be complied with The Contractor shall ensure and arrange at his cost fire and the safety provisions, as per safety code. (Refer Section No. 9 of General Conditions of Contract), Indian Standards Institution, safety manuals of the Employer, if any, and such provisions as are locally in force from time to time for all labour, directly or indirectly employed in the works for performance of this Contract. The Contractor will indemnify the Employer from any consequence arising due to Contractor's failure in respect of safety provisions.

Following Codes may be referred to in this connection:

IS5916 Safety code for construction involving use of hot bituminous materials.

IS 7293 Safety code for working with construction machinery

IS 7969 Safety code for handling and storage of building materials.

IS 8989 Safety code for erection of concrete framed structures.

IS 13415 Protective barriers in and around buildings - Code of Safety

IS 13416 Preventive measures against hazards at work places -

## Recommendations (Parts - 1 to 5)

- 24.2 First Aid & Industrial Injuries
- 24.2.1 First aid facilities at easily accessible place shall be provided by the Contractor as per provisions of Labour Act or Rules of the Authority controlling the area where work is carried out.
- 24.2.2 The Contractor shall make arrangements with hospitals for ambulance service and for treatment of industrial injuries to meet eventualities leading to the need for such facilities. The Engineer shall be informed of their telephone numbers and addresses of the Hospitals.
- 24.2.3 Details of all critical industrial injuries shall be reported promptly to the Engineer.
- 24.2.4 Report shall cover type, nature, cause, physician's report and action for prevention of those types again.
- 24.3 General Safety Rules
- 24.3.1 Smoking within plant, restricted areas, closed areas, near storage place of lubricant oil and fuel etc. is strictly prohibited.
- 24.3.2 The Contractor shall erect and maintain barricades required in connection with his operation to guard or protect
- (a) Excavation
- (b) Hoisting/lifting
- (c) Slab openings
- (d) Hazardous areas
- (e) Employer's existing property likely to be subjected to damage by the Contractor's operations



IFB No: CPI6560P21

(f) Unloading spots

#### 24.4 Accidents - Precautions at Worksite

No materials on the sites shall be so stacked or placed as to cause danger or inconveniences to any person or to the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law, that may be brought by any person, for injury sustained, owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceeding, to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person.

24.5 Electrical Equipment's -Precautions

All temporary and permanent electrical installations, power distribution and supply required for execution of Work shall be carried out conforming to existing industrial

and domestic safety rules and regulations. Important specific points to be noted areas under,

- (i) Meter room and main switches should be freely accessible at all times and fully protected against all weather conditions.
- (ii) Power distribution system shall be identifiable with display marking on switches.
- (iii) All power distribution shall be carried out with coated, adequately insulated and of appropriate current/load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.
- (iv) Over load protection devices shall be installed whenever and wherever heavy current/load consuming construction plant or machinery susceptible to hazard is in use and as directed by the Engineer-in-charge.
- (v) Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over the supply.
- (vi) Proper and adequate earthing connection should be provided for all installations, plant and machinery and distribution system.
- (vii) Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and should have proper plugs for use.
- (viii) Security and illuminatory light shall be secured firmly and protected to withstand all weather conditions.
- 24.6 Maintenance of Safety Devices All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing and maintenance facilities shall be provided at or near places at work.

#### 24.7 Personal Safety

All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- (b) Workers employed on mixing asphaltic materials, cement, and lime mortars/ concrete shall be provided with protective footwear and protective gloves.
- (c) Those engaged in handling any materials which are injurious to eyes shall be provided with protective goggles.
- (d) Workers employed on erection works, etc. shall be provided with helmets, safety belts etc.



IFB No: CPI6560P21

(e) Workers employed on concrete finishing, welding, painting and otherworks above 2 meter's height shall be provided with a suitable safety belt, as per Factory Rules of the locality.

## 24.8 Storing Fuel, Oil and Lubricant

The Contractor shall take approval from the Safety Officer of the Employer for storing the lubricants, oil and fuel at site for running the machinery required for the construction.

24.9 Fire Extinguishing Suitable, sufficient number of fire extinguishers for all types of fire, shall be provided at work site. In addition, sufficient number of fire buckets filled with water and sand shall also be provided. The fire fighting equipment as outlined above shall be dispersed in a suitable and purposeful manner.

#### 24.10 Fire Precautions

The Contractor shall comply with regulations of the controlling authority in force at the site of the works relating to the precautions to be taken against fire hazards.

## 24.11 Protection arrangements at worksite

Adequate protection against any form of damage or deterioration shall be provided for in all sections of the works. This shall include protective tapes, casings, guard rails and the likes, which shall be provided as necessary. Particular care shall be taken to protect finished surfaces during the execution of adjacent in-situ work. The Contractor shall carryout all steps necessary and comply with the directions and instructions of the Engineer to his satisfaction.

#### 24.12 Safety Arrangements for labour

The Contractor shall, at his own expense, arrange for the safety provisions as given above and as required by the Engineer, in respect of all labour directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements to provide necessary facilities as aforesaid, the Engineer shall be entitled to do so and recover the cost thereof, from the Contractor.

#### 24.13 Safety Manual

The Contractor shall submit a Safety Manual indicating the safety measures proposed to be adopted in light of above provisions, for approval of the Engineerin- Charge.

#### 24.14 Accidents -Reporting

The Contractor shall, within twenty four (24) hours of the occurrence of any accident on, or about the Site, or in connection with the execution of the Works, report such accident to the Engineer and to the appropriate authority wherever such report is required by law. The Contractor will indemnify the Employer from all accident cases.

#### 24.15 Security Measures

The Contractor shall be responsible at his cost for security of Works for the duration of the Contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to, maintenance of Law and order at site, provision of all lighting, guard, flagmen, and other measures necessary for protection of Works within the camps and elsewhere at site, for all materials delivered to the site and all persons employed in connection with the Works continuously throughout working and non-working periods including nights, Sundays, holidays, for the duration of the Contract. At work sites in close proximity of traffic corridors where public are likely to come close to the work area, suitable fencing as directed by the Engineer should be provided.



IFB No: CPI6560P21

#### **CLAUSE 25**

## **QUALITY ASSURANCE**

25.1 Submission of Quality Assurance Manual

The Contractor shall on receipt of Letter of Acceptance, or as soon thereafter as possible, but not later than one month, submit to the Engineer-in-Charge for his approval a Quality Assurance Manual for the Contract works involved. The Manual should cover the following items as minimum:

- i) Q.A. Plan for Basic Construction Materials indicating the details of tests to be undergone before use in works.
- ii) Q.A. Plan for site activities indicating the details of tests to be conducted at the various stages of construction for various activities.
- iii) In house/on site testing facilities to be developed for materials, site activities and calibration of equipment's.
- iv) Site documents to be maintained including records of results of tests for materials and workmanship, inventory record on availability of vital materials and their consumption vis-à-vis design, requirements, site inspection records, quality audit record, safety audit record, site progress record, etc.
- v) Check lists for source approval of materials etc., check lists for site activities and proforma for recording results of tests.
- vi) Method statements for important construction activities.

#### 25.2 Guidance in preparation

For guidance in the preparation of the Manual, the following printed Publications may be referred to:

- i) Quality Assurance Manual for Construction of Concrete Structures (Bridges & Flyovers) by C.P.W.D.
- ii) Compilation of Quality Assurance Circulars of C.P.W.D.

#### **CLAUSE 26**

#### 26.1 Setting out of Works

The Contractor shall be responsible for the true and proper setting-out of the Works in relating to original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the position, levels, dimension and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer shall, at his own cost, rectify such error to the satisfaction of the Engineer. The checking of any setting-out or of any line

or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the works. The Contractor shall use latest equipment's like Total Station/Theodolite and Auto level etc. for setting out the works.

#### **CLAUSE 27**

#### PROGRAMME AND PERFORMANCE

#### 27.1 Review of Program

If at any time it should appear to the Engineer that the actual progress of work does not conform to the approved program the Contractor shall produce at the request of the Engineer,



IFB No: CPI6560P21

a revised program showing modifications to the approved program, necessary to ensure completion of the work within the time for completion stipulated in the Contract. The submission to and approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities or obligations under the Contract. The Engineerin- Charge shall have full power and authority during progress of work, to issue such instructions as may be necessary for the proper and adequate execution and maintenance of the Work. The Contractor shall carry out and be bound by the same.

#### 27.2 Progress Reports

The Contractor shall submit periodic Progress Reports including colored progress photographs as per the frequency and in the Proforma laid down by the Engineer

indicating the details of actual Progress vis-à-vis planned progress of various components of work, for the period and up to end of the period, slippage if any, action proposed to be taken to pull back the arrears, deployment of machinery and plant, statement showing extra and substituted items submitted by Contractor and of any other item stipulated by the Engineer.

## 27.3 Maintenance of Records & Registers

The Contractor shall maintain Registers and Records in the format laid down by the Engineer. These Registers and Records shall be open for inspection by the Employer/ Engineer-incharge and Engineer at all times. An important Register to be maintained is the Hindrance Register which will be an essential document for dealing with applications for extension of time by the Contractor.

## 27.4 Site Co-ordination Meetings

The Contractor will attend the Site Co-ordination Meetings with Engineer, the Consultant and other Contractors as fixed by the Engineer from time to time to discuss all issues relating to the works in general and progress and quality in particular. All costs incidental to such interaction shall be borne by the Contractor.

#### 27.5 Site Order Book

A site order book shall be kept at the site of the work. As far as possible, all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer or his representative and the Contractor or his representative. In important cases, the Engineer-in-charge will countersign the entries, which have been made. The site order book shall not be removed from the work site except with written permission of the Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Contractor shall ensure compliance of the noting in site order book within three days of the noting. In case of failure to do so, the corresponding work shall be stopped and work already done shall not be accepted.

## 27.6 Progress Photographs

During the Construction stage the Contractor shall take adequate number of colored photographs showing the progress of various stages of the Work as directed by the Engineer. Size of photographs will be 125mm x 250 mm. Photographs shall be supplied with negatives to the Engineer. Each photograph shall be attested with date of photograph, location of work and brief description of what it shows. These photographs shall be from locations as fixed by the Engineer at start of work.



IFB No: CPI6560P21

#### **CLAUSE 28**

#### **EXAMINATION OF WORK**

28.1 Examination of Work before covering up

No works shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any Work which is about to be covered up or put out of view and to examine foundations before Permanent Work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such Works or foundations are ready or about to be ready for examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such works or of examining such foundations.

## CLAUSE 29 QUALITY AUDIT

The Employer may decide to conduct quality audit at regular intervals on the works done by the Contractor by way of Rebound hammer tests, etc. The Contractor will be required to provide logistic supports for such activities by way of arranging approaches, ladders, scaffoldings, manpower, etc. to the Employer for conducting such audits. No extra payment will be made on this account.

## CLAUSE 30 SAMPLE FLOOR

The Contractor shall construct one sample floor/ unit in each type of flats/ non- residential building and get the same approved from Employer including approval of fittings, fixture, finishing items and color scheme. Employer shall give approval for sample floor/ unit within fifteen days from the date of its completion in all respects including rectification of defects, if any.

- a) All fitments and fixtures used, such as electrical fittings, water supply items, sanitary fittings, woodwork and joinery will be as per Contract agreement.
- b) The sample floor/unit shall act as a guideline for the construction and finishes of all other flats/floors/units.
- c) The sample floor/unit shall be completed in all respects including all fittings and fixtures within 6 months from the date of start, failing which a penalty of Rs. 2000/- (Rupees Two Thousand Only) per day of delay shall be levied.

## CLAUSE 31 SAFETY CODE

- 1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done form the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used, for carrying materials as well, suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1(1/4 horizontal and 1vertical).
- 2. Scaffolding of staging more than 3.6 m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of



IFB No: CPI6560P21

materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- 3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the plat form or the gangway or the stairway is more than 3.6 m (12 ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2)above.
- 4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
- 5. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 ft)in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder up to and including 3m. (10 ft.)in length. For longer ladders, this width should be increased at least ½ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
- 6. Excavation and Trenching All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied thereof, with at least one ladder for each 30 m. (100 ft) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3 ft) above the surface of the ground. The side of the trenches which are 1.5 m.(5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed with in 1.5 m. (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- 7. Demolition Before any demolition work in commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged. (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 8. All necessary personal safety equipment as considered adequate by the engineerin- Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:



IFB No: CPI6560P21

The following safely equipment shall invariably be provided.

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious for the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:
- (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
- (b) At least 5 to 6 manholes up stream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- (e) Safety belt with rope should be provided to the workers. While working inside the manhole, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safely of the public whenever cleaning works are undertaken during night or day.
- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes.
- Whenever called for portable air blowers are recommended for ventilating the manholes. The motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safely lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.



IFB No: CPI6560P21

- (n) Workmen descending manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken will depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- 9. The Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use.
- (i) White lead, sulphate of lead or product containing this pigments, shall not be used in painting operations.
- (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of or from dust caused by dry rubbing down and scraping.
- (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- (v) Overall shall be worn by working painters during the whole of working period.
- (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- (vii) Cases of lead poisonings and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of OIL
- (viii) Employer may require, when necessary medical examination of workers.
- (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- (x) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
- (xi) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
- (xii) Overall shall be supplied by the contractors in the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- 10. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards for conditions:
- a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (i) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.



IFB No: CPI6560P21

- (ii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (iii) In case of the Employer's machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in- Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- 12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental decent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
- 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 14. These safely provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.



IFB No: CPI6560P21

## ANNEXUREA-1 (Refer Clause1)

## Form of Bank Guarantee for replacing Security Deposit from cash to B.G

In consideration of the Employer having agreed under the terms and conditions of contract made vide his Letter of Acceptance (LOA)No dated ------between ------( the Employer )

and (hereinafter called "the said Contractor) for the work
(herein after called the said Agreement") the Employer having agreed to release a part of Security Deposit against production of a irrevocable Bank Guarantee by the said contractor for Rs (RupeesOnly)as a Security/Guarantee for compliance of his obligations in accordance with the terms and conditions in the said Agreement,
1. We(indicate the name of the Bank) (hereinafter referred to as " the Bank" hereby undertake to pay to the employer acting for and on behalf of the Employer as an Agent/Power of Attorney Holder, an amount not exceeding Rs (Rupees only) on demand by Employer.
2. We(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from by the Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs(Rupeesonly).
3. We, the said Bank further under take to pay to the Employer. any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating there to, our liabilities under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
4. We (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of the Employer or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Employer certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee.
5 We (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of
Page 110 of 163



IFB No: CPI6560P21

omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- 7. This Guarantee will neither be cancelled nor revoked by the bank without the written authorization of the beneficiary (Employer). For this purpose the beneficiary would inform the Bank of their authorized signatories together with the specimen signatures.
- 8. This Guarantee shall be valid up to ------unless extended on demand by the Employer. Not withstanding anything mentioned above, our liability against this guarantee is restricted to Rs... (Rupees Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharge.



IFB No: CPI6560P21

## ANNEXURE B-1(REFER CLAUSE 10 A)

## FIELD LABORATORY AND FIELD TESTING INSTRUMENTS LIST OF EQUIPMENTS

#### FOR FIELD TESTING LABORATORY

For Building Works

- 1. Balances
- (i) 7 kg. to 10 kg. capacity, Semi-Self indicating type-Accuracy 10gm.
- (ii) 500 gm. Capacity, Semi-Self indicating type-Accuracy 1gm.
- (iii) Pan Balance 5 kg. capacity, accuracy 10gm.
- (iv) Platform Balance 100 kg capacity
- 2. Ovens-Electricity operated, thermostatically controlled up to 1100 C- Sensitivity1oC.
- 3. Sieves: as per IS460-1962.
- (i) I.S. Sieves 450 mm internal dia of sizes 100mm, 80mm, 63mm, 50mm,
- 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm complete with lid and pan.
- (ii) I.S. Sieves 200mm internal dia (brass frame) consisting of 2.36mm, 1.18mm,
- 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
- 4. Sieve shaker capable of shaking 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.
- 5. Equipmentforslumptest-SlumpCone,SteelPlate,tampingrod,steelscale,scoopall as per IS: 7320.
- 6. Dial gauges 25mm travel 0.01 mm/division. Least count 2nos.
- 7. 100 tonnes compression testing machine, electrical-cum manually operated.
- 8. Graduated measuring cylinders 200ml capacity 3Nos.
- 9. Enamel trays (for efflorosence test for bricks)
- (i) 300 mm x 250 mm x40mm. 2 nos
- (ii) Circular plates of 250mmdia 4nos.
- 10. Cube moulds for concrete 150 mm x 150 mm x 150 mm with Base 24 Nos plate as per IS: 516 Cube moulds for cement 7.06 cm x 7.06 cm x 7.06 cm.
- 11. Cube Vibrating Table Electricity operated with Table size 50 cm x 50 cm and 150 kg load carrying capacity 1No.
- 12. Unit weightmeasureIS:1199 1No.
- 13. Pvcnometer 1 litre capacity with 6mm dia at Apex 2Nos. ½ litre capacity 2Nos.
- 14. Vicat Apparatus with Dashpot complete as per IS:5313 1No.
- 15. Blaines' Air Permeability Apparatus Complete as per IS:5516 1No.
- 16. Tools for non-destructive testing of concrete.
- 17. Soil Testing equipment for Sieve Analysis and determination of C.B.R. Value.

## FIELD TESTING INSTRUMENTS

- 1. Steel tapes -3m
- 2. Vernier Calipers
- 3. Micrometer Screw 25mmgauge
- 4. A good quality plumb bob
- 5. Spirit minimum 30 cms long with 3 bubbles for horizontal / vertical measurement
- 6. Wire gauge (circular type) disc
- 7. Footrule
- 8. Long nylon thread
- 9. Rebound hammer for testing concrete



IFB No: CPI6560P21

- 10. Dynamic penetrometer
- 11. Magnifying glass
- 12. Screw driver 30 cms long
- 13. Ball pen hammer, 100 gms.
- 14. Plastic bags for taking samples
- 15. Moisture meter for timber
- 16. Earth resistance tests: for Electrical Divisions
- 17. Meggar
- 18. Glass Beaker 100cc



IFB No: CPI6560P21

## ANNEXURE B-2(REFER CLAUSE 10A)

In all contracts where issue of cement and steel by the Employer is not stipulated, the following special conditions shall be applicable.

- 1. Special conditions for cement
- (1) The contractor shall procure 43 grade (conforming to IS 8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tones or more per annum, such as ACC, Ultra Tech, J.P. Rewa, Vikram, Shri Cement, Birla Jute & Cement Corporation of India etc., as approved by the Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work in case there is any difficulty in getting supplies from any of the Brands specified in the Tender Document. The Engineer-in-Charge reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the Engineer-in- Charge does not accept the list of cement manufacturers, given by the tenderer, fully or partially. The supply of cement shall be taken in 50 kg, bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge.

Unless otherwise directed by the Engineer-in-Charge, the cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.

Double look provision shall be made to the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement go down by the Engineer-in-Charge.

The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor/Employer in the manner indicated below: for Non Mandatory Tests. In case of Mandatory Tests the cost will be borne only by the Contractor.

By the contractor, if the results show that the cement does not conform to relevant BIS codes.

By the Employer, if the results show that the cement conforms to relevant BIS codes.

The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement



IFB No: CPI6560P21

shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.

The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer- in-Charge.

The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

Similar conditions for cement of other types like slag cement etc., will apply.

## Special Conditions for Steel

- 1. The Contractor shall procure TMT bars of Fe415 /Fe500 /Fe550 grade (as specified) from any producer approved/ empaneled by BIS/RDSO of Indian Railways. TMT bars shall meet the provisions of IS: 1786: 2008 pertaining to Fe 415D or Fe 500D or Fe 550D grade of steel as specified in the tender.
- 2. The contractor shall have to obtain and furnish manufacturer's test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work.
- 3. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes and/or the applicable specifications. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in- Charge to doso.
- 4. The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 5. For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

Size of bar	For consignment below 100 tonnes	For consignment above 100 tonnes
Under 10mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof



IFB No: CPI6560P21

6. The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the Contractor/Employer In the manner indicated below for Non Mandatory Tests. In case of Mandatory Tests the cost will be borne only by the Contractor.

By the contractor, if the results show that the steel does not conform to relevant BIS codes. By the Employer, if the results show that the steel conforms to relevant BIS codes.

- 7. The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations necessary recovery shall be made. In case of excess consumption no adjustment need to be made.
- 8. The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.



IFB No: CPI6560P21

#### ANNEXURE - E1 (REFER CLAUE 16)

## GUARANTEE BOND IN RESPECT OF WATER PROOFING WOKRS (On Non Judicial Stamp Paper of Rs. 10)

The Agreement made this day of Two thousand and between (hereinafter called the Guarantor of the one part) and (herein after called the "Employer") on the other part.

WHEREAS THIS agreement is supplementary to a Contract (hereinafter called the Contract)dated and made between the Guarantor of the one part and the Employer of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said Contract cited completely water and leak-proof.

And whereas Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

Now the Guarantor hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the Contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) misuse of roof shall mean any operation which will damage water-proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water-proofing treatment is removed in parts.
- c) The decision of the Employer with regard to cause of leakage shall be final.

During this period of Guarantee, the Guarantor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Employer at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Employer calling upon him to rectify the defects failing which the work shall be got done by the Employer by some other Contractor at the Guarantor's cost and risk. The decision of the Employer as to the cost, payable by the Guarantor shall be final and binding. That if Guarantor fails to execute the water proofing or commits breach there under then the Guarantor will indemnify the Employer and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Employer the decision of the Employer will be final and binding on the parties.

In Witness whereof these present have been executed by the Guarantor And by (Name & Designation of Officer of Employer.) on the day, month and year first above written. SIGNED, SEALED and delivered by GUARANTOR in the presence of

- 1.
- 2.

SIGNED for and on behalf of THE EMPLOYER in the presence of:-

- 1.
- 2.



IFB No: CPI6560P21

#### ANNEXURE 'E-2'(REFER CLAUSE 16)

## GUARANTEE BOND FOR ANTI TERMITE TREATMENT WORKS (On Non Judicial Stamp Paper of Rs. 10)

The Agreement made this day of Two Thousand between M/s. (herinafter called the Guarantor of the one part) and the (hereinafter called the Employer of the other part).

Whereas this agreement is supplementary to the Contract (hereinafter called the Contract) dated made between the Guarantor of the one part and the Employer of the other part, whereby the Contractor, interalia, undertook to render the Buildings and structures in the said Contract cited completely Termite proof.

And whereas the Guarantor agreed to give a Guarantee to the effect that the said structures will remain Termite-proof for ten years to be reckoned from the date after the maintenance period prescribed in the Contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost, such wooden members as may be damaged by termites and in case of any other defect being found he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-Charge and shall commence the works of such rectification within seven days from the date of issuing notice from the Employer calling upon him to rectify the defects failing which the work shall be got done by the Employer by some other Agency at the Guarantor's cost and risk and in the latter case the decision of the Employer as to the cost recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti Termite Treatment or commits breaches thereunder, then the Guarantor will indemnify the Employer and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Employer, the decision of the Employer will be final and binding on the parties.

In witness whereof these present have been executed by the Guarantor and by (Name & Designation of Officer of Employer) on the day, month and year first above written.

SIGNED, SEALED and delivered by the GUARANTOR in the presence of

- 1.
- 2.

SIGNED for and on behalf of the Employer in the presence of-

- 1.
- 2.



IFB No: CPI6560P21

#### Annexure I(Refer Clause 10B)

of.....

#### INDENTURE FOR SECURED ADVANCES

.....day

This

Indenture

made

the

part and the Employer (hereinafter called the Employer which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.
WHEREAS by an agreement dated
WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees
(1) That the said sum of Rupees
(2) That the materials detailed in the said Account of Secured Advances which has been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.

Materials on th security of which any further advance or advances may here after be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the

(3) That the materials detailed in the said Account of Secured Advances and all other



IFB No: CPI6560P21

execution of the said works in accordance with the directions of the Engineer-in- Charge and in the term of the said agreement.

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer-in-Charge or any office authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace same with other materials of like quality or repair and make good the same as required by the Engineer-in-Charge.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer-in-Charge or any officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the Contractor to the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.
- (a) Sieze and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and



IFB No: CPI6560P21

the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Employer on demand.

- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Accepting Authority whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

In witness whereof the said
Signed, sealed and delivered by the said contractor in the presence of
{Signature
{Address}
Signed byby the order and direction of the Employer in the presence of
{Signature
{Address



IFB No: CPI6560P21

ANNEXURE J

#### FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

- 1. Name of Contractor
- 2. Name of work as given in the Agreement
- 3. Agreement No.
- 4. Estimated amount put to tender
- 5. Date of commencement of work as per agreement
- 6. Period allowed for completion of work as per agreement
- 7. Date of completion as stipulated in agreement
- 8. Period for which extension of time has been given previously:
  - a) 1st extension vide No. Dated From To (Days)
  - b) 2nd extension vide No. Dated From To \_(\_ Days)

Total extension previously given.

- 9. Reasons for which extensions have been previously given (Copies of the previous sanction should be attached)
- 10. Period for which extensions is applied for now From To (Days)
- 11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last. (Details are to be filled in for each Hindrance in a tabular form)
- a) Serial No.
- b) Nature of hindrance
- c) Date of occurrence
- d) Items of work which could not be executed on account of this hindrance
- e) Date of removal of hindrance
- f) Overlapping period if any, with reference to item
- g) Net delay on account of this hindrance
- h) Weightage of this hindrance
- i) Net extension applied for
- j) Remarks, if anv.

Total period on account of hindrances mentioned above Months Days

- 12. Extension of time required for extra work
  - a) Details of extra work and the amount involved:-
  - b) Proportionate period of extension of time based on tendered value on account of extra work
- 13. Total extension of time required for 11&12



IFB No: CPI6560P21

ANNEXURE- I TO SCC

#### **VOLUME 1 Part-3**

#### **SECTION - III**

#### TIME SCHEDULE

NAME OF WORK	TIME OF COMPLETION
Construction and Comprehensive Oper towers of G+6 storied New Residentia Duliajan, Distt. Dibrugarh (Assam)	
BID DOCUMENT NO. CPI6560P21	

Note:

- 1. The Time of completion shall be reckoned from date of Letter of Award, which shall be the date of completion of mobilization.
- 2. The Time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge.
- 3 It should be noted that the period of completion of all works given above includes time required for mobilization at site, carrying out the works as per the requirements Contract Document, demobilization, preparation of all reports in requisite quantities as mentioned in the Bidding document, rectifications, if any, rework etc. complete in all respects to the entire satisfaction of Engineer-in-Charge.
- 4 Any delay in completion shall be subject to Liquidated Damages as defined in the bidding document.



IFB No: CPI6560P21

			-
1/	$\sim$	ume	

## Part III

## Schedule of rates /Price

Price- Bid format has been uploaded under Notes & Attachments in e-Tender Portal



IFB No: CPI6560P21

Annexure-I

#### 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:

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



IFB No: CPI6560P21

substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## Section: 2 -Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- **(2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

## Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The



IFB No: CPI6560P21

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

#### **Section 4 - Compensation for Damages**

- 1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- 3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

## **Section 5 - Previous transgression**

- 1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be



IFB No: CPI6560P21

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.
- 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



IFB No: CPI6560P21

External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural.

#### **Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

## Section: 10 -Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

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



IFB No: CPI6560P21

## **PROFORMAS**



IFB No: CPI6560P21

PROFORMA-I

### **BID FORM**

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

Sub: <u>IFB No. CPI6560P21</u>

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the original date of Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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



IFB No: CPI6560P21

PROFORMA-II

## STATEMENT OF NON-COMPLIANCE (IF ANY)

## (Only exceptions/deviations to be rendered)

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

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

Signature of Bidder:	
Name:	

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



IFB No: CPI6560P21

PROFORMA-III

## PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO CGM- PROJECTS OIL INDIA LIMITED P.O. DULIAJAN-786602 Assam, India

Sir,

## SUB: OIL's IFB No. CPI6560P21

I/We	confirm that Mr	(Name and
address) as authorised to represe	nt us during bid opening o	n our behalf with you
against IFB No. CPI6560P21 for	<del>-</del>	_
Maintenance for seven towers of	G+6 storied New Residentia	1 Complex in Oil India
Limited, Duliajan, Distt. Dibrugai	:h (Assam)	
		Yours Faithfully,
		roars rainnaily,
	Authorised Person's S	Signature:
		_
	Name:	
	Signature of Bidder:	
	3.7	
	Name:	
	Date	
	Date.	



IFB No: CPI6560P21

PROFORMA-IV

## PROFORMA LETTER OF AUTHORITY

TO
CGM-PROJECTS
Projects Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

Dear on,	
	SUB: OIL's IFB No. CPI6560P21
We	of
and conclude Construction G+6 storied Dibrugarh (A for any comm We con shall commit.	hat Mr.  (Name and Address) is authorised to represent us to Bid, negotiate the agreement on our behalf with you against IFB No. CPI6560P21 for and Comprehensive Operation and Maintenance for seven towers of New Residential Complex in Oil India Limited, Duliajan, Distt. assam) hercial/Legal purpose etc.  Ifirm that we shall be bound by all and whatsoever our said representative
Name:	Yours faithfully,
	Signature:
	Name & Designation
·	For & on behalf of

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

Page 143 of 163



IFB No: CPI6560P21

PROFORMA-V

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

remittance against invoices):
Signature of Bidder with Official Seal



IFB No: CPI6560P21

**PROFORMA-VI** 

#### 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, PROJECTS DEPARTMENT DULIAJAN, ASSAM, INDIA, PIN-786602 WHEREAS (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. to execute (Brief Description of the Work) (hereinafter called "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract. AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification. This guarantee is valid until the day of The details of the Issuing Bank and Controlling Bank are as under: A. Issuing Bank: BANK FAX NO: BANK EMAIL ID:

Page **145** of **163** 

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:



IFB No: CPI6560P21

#### B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Notwithstanding anything contained herein:

- a) Our Liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Pus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Banl Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS $\_$	
Designation	
Name of 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.



IFB No: CPI6560P21

## PROFORMA-VII

AGREEMENT FORM
This Agreement is made on day of between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,
WHEREAS the Company desires that Services (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;
WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and
WHEREAS, Company had issued a firm Letter of Award No dated based on Offer No dated submitted by the Contractor against Company's IFB No and the Contractor accepted the same vide Letter No dated
WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs (being 10% of Annualized Contract value) with validity to cover the contract period and 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 –
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:



IFB No: CPI6560P21

- (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 Company (Oil India Limited)	for and on behalf of Contractor (M/s)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.



IFB No: CPI6560P21

#### **PROFORMA-VIII**

# 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 in	ormation/documents submitted
Ref: Your Tender No	. CPI6560P21
To, The CGM-Projects Projects Department, OIL, Duliajan	
Sir,	
With reference to our quotation against your abov no fraudulent information/documents have been su	·
We take full responsibility for the submission of a above cited bid.	ithentic information/documents against the
We also agree that, during any stage of the tend information/documents submitted by us are four right to reject our bid at any stage including forfeithe award of contract and/or carry out any other pe	nd to be false/forged/ fraudulent, OIL has ture of our EMD and/or PBG and/or cancel
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)	



IFB No: CPI6560P21

PROFO	RMA	-IX
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### **COMMERCIAL CHECK LIST**

Bidder's Name:

TENDER NO. CPI6560P21	
This Questionnaire duly filled in should be returned along with each copy of Un-priced Bi	d
Clauses confirmed hereunder should not be repeated in the Bid.	

S1. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	Bid Security Declaration	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 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?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	



#### IFB No: CPI6560P21

12.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

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	



IFB No: CPI6560P21

### PROFORMA-X

PROFORMA-XA

**Details** 

# PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE AND ANNUAL TURNOVER DETAILS AS CALLED IN "QUALIFICATION CRITERIA" OF INVITATION FOR BID

Bidder to specify the details of work(s) executed by the Bidder complying the

SL.No.

1.

Description

Name of the Bidder

re	requirement of IFB No. Experience details as below:			
SL. NO.	SUBJECT	DETAILS		
2A.	Name of Work			
2B.	Details of Client/ Consultant	CLIENT CONSULTANT		
2B1	Name			
2B2	Postal Address			
SL.No	SUBJECT	DETAILS		
2C	Work Details			
2C1	Basis of Execution			
2C2	Contract Value ( exclusive of taxes)	Awarded - Executed -		
2C3	Time Schedule	Date of Award of Work - Time Schedule - Schedule Date of Completion - Actual Date of Completion - Reasons for delay, if any -		



IFB No: CPI6560P21

#### 3. Submission of Documentary Evidence:

- I. Copy of Purchase/ Work Order Submitted/ Not Submitted
- II. Copy of Completion Certificate Submitted/ Not Submitted

Bidder must ensure that all details filled at Sr. No. 3 above are covered in work order / completion certificate. In case certain detailed are not covered, bidder may submit additional authenticated document/certificate of the same.

#### 4. Annual turnover for the last three financial years:

- i) Year 1:
- ii) Year 2:
- iii) Year 3:

#### 5. Submission of Documentary Proof:

(i) Audited Balance Sheet including Profit Loss Accounts Statement for the last three years of the Bidder YES / NO

#### NOTE:

Bidder shall furnish the experience details as above only of those projects which they consider suitable for meeting the Qualification Criteria. OIL reserves the right not to evaluate any other project details. Details of more projects may be furnished in the same format, if desired.

- (i) Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It shall be ensured that all relevant supporting documents are submitted along with their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.
- (ii) Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It shall be ensured that all relevant supporting documents are submitted along with their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

SIGNATURE OF THE BIDDER : NAME OF THE BIDDER : COMPANY SEAL :



IFB No: CPI6560P21

SUB-PROFORMA **PROFORMA-XB** 

### **ANNUAL TURNOVER STATEMENT**

The bidder shall indicate herein his Annual Turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (RS.)
Year 1	
Year 2	
Year 3	

#### NOTE:

- 1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.
- 2. A brief note should be appended describing thereby details of turnover as per audited results.

:	
:	
	•



IFB No: CPI6560P21

Sub Proforma PROFORMA-XC

## FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL CAPABILITY OF THE **BIDDER**

We have verified the Annual Accounts and other relevant records of

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
	OR LAST AUDITED FINANCIAL YEAR :
Description	Year
	Amount (Currency)
1. Current Assets	Amount (Currency)
Current Assets     Current Liabilities	Amount (Currency)
	Amount (Currency)
2. Current Liabilities	Amount (Currency)
Current Liabilities     Working Capital	Amount (Currency)

- Annual Report.
- 2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as nonresponsive.

This certificate is to be submitted on the letter head of Chartered Accountant.



IFB No: CPI6560P21

PROFORMA-XI

DETAILS OF SIMILAR WORK COMPLETED DURING LAST FIVE YEARS.



IFB No: CPI6560P21

PROFORMA-XII

#### DETAILS REGARDING ESI & PF AS PER FORM-F REGISTRATION (as applicable)

#### **DETAILS OF P.F. & ESI REGISTRATION**

Bidder to furnish de	etails of Provide	ent Fund R	Registration a	and ESI	Number:
PF REGISTRATION	NO.	:			

DISTRICT &STATE
ESI NO.

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

SIGNATURE OF BIDDER	
NAME OF BIDDER	:
COMPANY SEAL	<b>:</b>



IFB No: CPI6560P21

PROFORMA-XIII

# INCOME TAX, PAN NUMBER, PF REGISTRATION NUMBER, ESIC REGISTRATION NO., GST REGISTRATION NOS. INCLUDING COPIES OF REGISTRATION CERTIFICATES

TO BE PROVIDED BY THE BIDDER



IFB No: CPI6560P21

#### PROFORMA-XIV

## CHECKLIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have

	been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Techno-Commercial bid".
Please	e tick the box and ensure compliance:
(1.0)	Pro-Forma of Acknowledgement Letter & Intention to Bid Submitted
(2.0)	Pro-Forma of Declaration of blacklisting / holiday listing
(3.0)	Submitted Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value
	Submitted Not Applicable
(4.0)	Submission of documents to establish conformity with Bidder's Qualification Criteria as per Instruction to bidder (ITR)
	Submitted Not Applicable
(5.0)	Partnership Deed in case of partnership firm and Article of Association (AOA) / Memorandum of Association (MOA) in case of limited company
	Submitted Not Applicable
(6.0)	Present/ Concurrent Commitments as per ITB
	Submitted
(7.0)	Schedule of Deviations to General & Commercial conditions as per ITB
	Submitted
(8.0)	Schedule of Deviations to technical specifications as per ITB  Submitted
(9.0)	Overall schedule for completion of work in the form of Bar Chart Submitted
(10.0	Commercial Details/ Documents specified in part – I: Commercial
	Page <b>157</b> of <b>163</b>



IFB No: CPI6560P21

	Submitted	Not Applicable	
(11.0)	Technical Details/ Documents spec Submitted	ified in part – II: Technical Not Applicable	
(12.0)	Blank copy (without price) of schedu stamped on each page	ale of Price indicating "Quoted" duly signed and	
	Submitted		
(13.0)	Copy of GST registration certificate		
	Submitted		
(14.0)	PAN Details EPF, ESI, Schedule Ba certificate	r chart, income tax clearance certificate, solvency	
	Submitted		
(15.0)	MSME registration certificate		
	Submitted	Not Applicable	
(16.0)	Financial balance sheet, profit and lo	oss account, Assets / Liability sheet as per ITB	
	Submitted	Not Applicable	
(17.0)	received and read all the parts of considered the same in preparing	gned and stamped by the Bidder in token of having the Bidding documents and having accepted and and submitting the Bid and submission of an een altered / changed with respect to the tender endments.	
(10.0)	Submitted  Pid Security Declaration as non ITP		
(18.0)	Bid Security Declaration as per ITB	<u> </u>	
(10.0)	Submitted	Not Applicable	
(19.0)	Integrity pact duly signed and stamp	ped	
	Submitted		
(20.0)	Quality manual, sample audit repor	t as per QMS section and safety assurance plan	
(21.0)	Submitted Information about Tenderer and det	ails of similar work done	
	Submitted		
Page <b>158</b> of <b>163</b>			



	IFB No: CPI6560P21		
(22.0) Certificat	e of approval for compliance to ISO: 9001 standard su	bmitte	d by contractor
Submitte	d		
CONFIRM THE 1 (1.0) All pages of	FOLLOWING:  If the bid have been page numbered in sequential man	ner.	
YES			
	cument marked "ORIGINAL" along with Original offer, m/ Amendment, if any, has been submitted duly signed.	_	
YES			
CONFIRM & ENS	URE COMPLIANCE:		
	DESCRIPTION		YES / NO
Cover Envelope c	ontaining submission of Physical documents		
	torney for signing the bid. document required to be submitted in original as		
SIGNATUR NAME OF I COMPANY			
	Page <b>159</b> of <b>163</b>		



IFB No: CPI6560P21

**PROFORMA-XV** 

# INFORMATION ABOUT ANY CURRENT LITIGATION / ARBITRATION, IF ANY, IN WHICH BIDDER IS INVOLVED OR DETAILS REGARDINGHOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

(On your company's letter head duly signed & stamped)

The litigation history shall include:

Sl. No.	DESCRIPTION	DETAILS
a.	Arbitration cases pending	
b.	Disputed incomplete works	
c.	Pending civil cases against the firm and/or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings	
d.	Pending criminal cases against the firm and / or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings.	
e.	Punishments awarded under civil cases and/or criminal cases involving moral turpitude in relation to business dealings to the firm and/or its Proprietor/ Partner(s)/ Director(s)	

STAMP AND SIGNATURE OF BIDDER



IFB No: CPI6560P21

#### **PROFORMA-XVI**

# <u>DECLARATION OF BIDDER REGARDING</u> LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS

BIDDER SHALL PROVIDE SELF DECLARATION



#### **TECHNICAL SPECIFICATIONS**

#### 1.0 STANDARD SPECIFICATIONS ISSUED BY CPWD

#### 1.1 Civil Engineering Works

CPWD Specification 2019 Vol. I & II. These Specifications have replaced CPWD Specifications 2009 along with Correction Slips issued on them. These Specifications cover all types of Building Works. The specifications along with amendments are available as a printed document issued by CPWD and also in soft copy PDF Format in CPWD website.

#### **1.2** Electrical Engineering Works

The electrical installation work shall be carried out in accordance with Indian Standard Code of Practice. It shall also be in conformity with the current Indian Electricity rules and regulations and requirements of the Local Electricity Supply Authority, so far as these become applicable to installation. Electrical work in general shall be carried out as per following CPWD Specifications amended upto date.

General Specifications for Electrical Works:

Internal Electrical Works - Latest Edition
External Electrical Works-Latest Edition
Fire Detection and alarm system –Latest Edition
Lift Works-Latest Edition

The above documents are available as printed document issued by CPWD and in soft copy PDF Format in CPWD website.

# 2.0 STANDARD SPECIFICATIONS ISSUED BY MINISTRY OF SURFACE TRANSPORT

Specifications for Road and Bridge works (Fourth Revision) August 2001 have been published by Indian Road Congress as a priced document. These Specifications cover exhaustively various Road and Bridge works.

#### 3.0 STANDARD SPECIFICATIONS ISSUED BY INDIAN RAILWAYS

Railway Board vide their letter No. 2009/LMD/01/03 dated 14/01/2010 have advised that they have approved issue of "Indian Railways Unified Standard Specifications or Materials and works with corresponding Indian Railways Unified Standard Schedule of items (for rates of Materials and works)". These documents are to be published by Northern Railway on behalf of Railway Board after the Zonal Railways have made out "Schedule of Rates" as applicable to them based on "Standard Analysis of Rates of items". These Specifications however cover only Building and Road works generally on the lines of CPWD and Ministry of Surface Transport. They do not cover Track works which are governed by Manuals and RDSO/Indian Railway Specifications. Pending publication of Unified Standard Specifications, the specifications issued by the zonal Railways will be applicable.

# 4.0 SPECIAL SPECIFICATIONS (NOT COVERED BY ANY STANDARD SPECIFICATIONS)

#### SPECIFICATION FOR HORTICULTURE WORK

#### **DIGGING HOLES FOR PLANTING TREES**

In ordinary soil, including refilling earth after mixing with oil cake, manure and watering.

Holes of circular shape in ordinary soil shall be excavated to the dimensions described in the items and excavate soil broken to clods of size not exceeding 75 mm in any direction, shall be stacked outside the hole, stones, brick bats, unsuitable earth and other rubbish, all roots and other undesirable growth met with during excavation shall be separated out and unserviceable material removed from the size as directed. Useful material, if any, shall be stacked properly and separately. Good earth in quantities as required to replace such discarded stuff shall be brought and stacked at site by the contractor which shall be paid for separately. The tree holes shall be manured with powdered Neam/castor oil cake at the specified rate along with farm yard manure over sludge shall be uniformly mixed with the excavated soil after the manure has been broken down to powder, (size of particle not be exceeded 6 mm in any direction) in the specified proportion, the mixture shall be filled in to the hole up to the level of adjoining ground and then profusely watered and enable the soil to subside the refilled soil shall then be dressed evenly with its surface about 50 to 75 mm below the adjoining ground level or as directed by the Engineer-in-charge.

#### **Supply of Plant**

The plants included under trees and Plants head should be as per following specification.

- 1 The plants should be full of fresh and healthy foliage.
- 2 The plants should be free from insect, pest and disease.
- 3 Plant should be healthy and vigorous growth

#### Maintaining of plant

The plants will be maintained by watering etc till handing over the project

#### Measurements:

Measurement of per tree shall be enumerated.

#### Rate:

The rate shall include the cost of all the labour and material involved in all the operations described above, including the cost of supply and stacking the requisite quantity of manure/ sludge and oil cake and maintaining till handing over of project.

#### SPECIAL CONDITIONS FOR EXTERNAL AND INTERNAL ELECTRICAL WORKS.

#### 1. STATUTORY REQUIREMENT FOR WORK

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.

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

Validity of all certificates/permits/licenses mentioned above shall be reckoned as on the original bid closing date.

#### 2. Inspection & approval of the work by local authority:

The contractor has to obtain all clearances & approvals from any statuary authority/local bodies pertaining to electrical installations. The contractor shall obtain all information relating to local regulations, Bye- laws, applicable if any and all laws relate to his work or profession and his having to execute work as required. Contractor shall obtain approval of the installation from the relevant inspection authorities at all stages and on completion of the installation work. Any fee payable to the statutory authority for obtaining approvals is required to be paid by the contractor. However the necessary reimbursement of the fee deposited by the contractor to any statutory authority (as mentioned above) will be made on production/submission of the valid documentary proof/evidence.

#### 3. Training:

The contractor has to provide training to the Employer staff and also operate the system (if required) for a period of one month from the date of handing over free of cost.

#### 4. Pre-delivery Inspection & approval:

The contractor shall offer the pre-delivery inspection of all the materials at manufacturers work to the Engineer-in-charge. The intimation for such inspections shall be given at least 15 days in advance from the date of proposed inspection. EMPLOYER/its representative may inspect any/all the materials required in this project. All the testing facilities and all the consumables including the fuel etc. shall be provided by the contractor and nothing extra shall be paid on this account.

#### 5. Tender drawings and Shop Drawings:

The work shall be executed as per latest working drawings to be prepared by the contractor after award of work and submitted to the Engineer-in-charge for approval. The Drawings & data provided are for guidance to the contractor. The exact dimensions, location, distance & levels etc shall be governed by the space conditions. The tender drawings are indicative and are for the guidance of the contractor. The drawings appended with the tender documents are intended to show the space allotted for various equipment, bus duct, cable and pipe routes etc. besides general electrical layout. The equipment offered shall be suitable for installation in the spaces shown in these drawings / available at site. The contractor shall prepare and submit for approval detailed shop/working drawings of all works on award of the work. Two set of all such working drawings shall be submitted for approval, including such changes as may have been suggested by the Engineer-in-charge as required at the earliest - within 15 days of awarding of the work.

The contractor shall also take parallel action (after award of work) for submission of applications along with the drawings, documents & details etc. to various Statutory Bodies/Authorities for obtaining their approval/clearances.

The contractor shall re- submit 4 sets of all the drawings within 7 days from date of receiving comments if any from the Employer after incorporating the comments.

#### 6. Completion Drawings:

After completion of work, the contractor shall have to submit the following set of drawing.

4 set of hard copies + 3 soft copies (in 'Auto CAD' applicable version) in CD of the following layout drawings. (Indicating complete Equipment like switch boards, panels, cabinets, Bus-trunking, Ducting, cable laying, piping, other works installed & single line diagrams of electrification of installations etc.) For final record & maintenance: -

#### 7. Documents to be furnished on completion of installation

- a) Completion Drawings as above.
- b) Manufacturer's catalogues of all equipment and accessories, operation and maintenance manuals of all major equipment, detailing all adjustments, operation and maintenance procedure.
- c) Manufacturer's Guarantee /Warrantee certificates of all the equipments & materials etc.
- d) Clearances/approval of various Statutory Bodies/Authorities for this system.
- e) Any other information the Engineer-in-charge may deem fit.

No completion certificate will be issued until the above drawings and documents are submitted to the Engineer-in-charge.

#### 8. Performance Testing at Site:

After completion of erection at site & a preliminary warm up period, acceptance trial run of a minimum period of 7 days duration shall be conducted at site. The trial shall be conducted in the presence of the Engineer-in-charge and the test results shall be recorded in an approved format. The contractor at his cost shall provide all Testing facilities like testing Engineers, assistants, instruments, materials and consumables etc. as required for the test. Tests proving the satisfactory performance of all operating switch gears, transformers and safety functions and controls shall be carried out. All calibrated

instruments, materials, load configuration, fuel, lubricating oil and labour required for carrying out of the test shall be provided by the contractor free of cost. The contractor shall give ample notice of the test to the Engineer-in-charge.

9. The contractor shall be fully responsible for the maintenance including watch and ward of all the Electrical installations provided by him until the works are handed over to Employer. Thereafter, the work can be handed over to the along with all inventories, completion plans etc. as required.

#### 10. CO-ORDINATION:

The Contractor shall co-operate with any other agency working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. The Contractor shall forward to the Engineer-in-charge all correspondence and drawings so exchanged. Failure to check plans for conditions will render the contractor responsible for bearing the cost of any subsequent change found necessary or damages done. However, contractor shall afford necessary facilities to execute the work simultaneously with other agencies executing the works like Civil, architect, horticulture, external services and other building works for the same project. Contractor shall entertain no claim on this account. The electrical work shall be executed in close coordination with the progress of building work. This being the essence of the contract, an activity chart clearly showing critical areas should be furnished before commencing the work for proper monitoring and coordination.

#### 11. HANDING OVER THE WORKS ON COMPLETION:

On satisfactory completion of all the works as per the provision of the Contract, the Contractor shall hand over the works to the Employer. The Contractor shall ensure that all the testing commissioning & trial run operation of all the system are simultaneously carried out so as to make the same functional immediately on completion. It shall be the responsibility of the contractor to obtain clearances from all the Statutory Bodies like Electrical Inspector & Fire Officer etc. as required for the installations prior to commissioning & handing over the same after completion of work.

- 12. All material to be used on works shall bear I.S. Certification work unless otherwise the make specified in the item or special conditions appended with the tender document. In case I.S. marked materials or the materials mentioned in the tender document are not used due to non-availability, the materials used shall conform to I.S. code or CPWD Specifications applicable in this contract. In such cases the Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as "First Quality" by the manufacturers shall be used unless otherwise specified. All materials not having I.S. marking shall be tested as per provision of the Mandatory Tests in CPWD Specifications and the relevant IS specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of materials required for the work is small. For the products bearing ISI certification work, no further testing is required at site. In all such cases of use of IS certified materials, proper proof of procurement of materials from authentic manufactures shall be provided by the contractor to the satisfaction of Engineer-in-charge.
- 13. Other agencies doing work of Civil, Plumbing, Air conditioning or other building work, horticulture work etc. for this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings, etc. as may be required for the electric, sanitary, air-

conditioning, fire-fighting, PA system, telephone system, C.C.T.V. system etc. and nothing extra over the agreement rates shall be paid for the same.

- 14. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye-laws of local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
- 15. For items, where so required, samples shall be prepared before starting the particular items of work for prior approval of the engineer-in-charge and nothing extra shall be payable on this account.

#### 16. CLARIFICATIONS OF DISCREPANCIES:

In case of any discrepancy between technical specifications, approved drawings and BOQ, or disputes in respect thereof, the interpretation of the Engineer-in-Charge shall be final and binding on the contractor.

#### 17. TERMS OF PAYMENT:

Progressive on account payment in form of running account Bills will be made to the Contractor as follows:

- a) 70% of quoted rate as per Contract against supply of material at site in good condition accompanied by relevant test certificates and documents after deducting towards any recovery as per contract.
- b) 20% of quoted rate as per Contract against satisfactory installation of equipment at site after deducting towards any recovery as per contract and the payment already made.
- c) Balance 10% of quoted rate as per Contract upon successful testing, commissioning, handing over of installation including submission of final approval from the various Statutory Bodies/Authorities or any other Statutory Body (if required) after deducting towards any recovery as per contract and the payments already made.

#### ELECTRICAL TECHNICAL SPECIFICATIONS

#### 1.0 GENERAL

1.01 The electrical installation work shall be carried out in accordance with Indian Standard Code of practice for Electrical wiring installation IS: 732-1989 and IS:2274-1963. It shall also be in conformity with the current Indian Electricity rules and regulations and requirements of the Local Electricity supply authority and fire insurance regulation. Electrical work in general shall be carried out as per following specifications with upto date amendment.

General Specifications for Electrical Works (Part I - Internal) - 2013.

General Specifications for Electrical Works (Part II - External) - 2007.

General Specifications for Electrical Works (Part-III-LITS & Escalators) - 2003

CPWD General Specifications for Electrical Works Part IV Sub Station – 2013.

CPWD General Specifications for Electrical Works Part V Wet Riser & Sprinkler Systems – 2020.

CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018.

CPWD General Specifications for Electrical Works Part VII D.G. Sets - 2013.

General Specifications for Heating, Ventilation & Air-Conditioning(HVAC) - 2017

Guidelines for Sub-station and Power Distribution System of Buildings – 2019.

Wherever these specifications call for a higher standard of material and or workmanship than those required by any of the above mention regulations and specification then the specification here under shall take precedence over the said regulations and standards.

#### 1.02 Brief about SCOPE OF WORK

The items / activities covered under the scope of electrical works shall include the following:

- Supplying, Fixing testing and commissioning of HT Panels, Transformers, Main LT Panels, DG Set with AMF Panel and Emergency supply panel etc. complete in all respect as per relevant specifications.
- ii. Supplying, fixing, laying, testing and commissioning of HT & LT XLPE Cables complete in all respect as per relevant specifications..
- iii. Earth connection of the entire electrical system complete in all respect as per relevant specifications.
- iv. Supplying, Fixing testing and commissioning of Rising mains in buildings, Energy meter panels, Distribution Boards, Sub Distribution Boards and switch boards etc. in all respect as per relevant specifications.
- v. Point wiring of all lights points, Ceiling fan points, exhaust fan points, cabin fan points, light plug points, Power points, metal clad plug & socket outlet points etc. including supply and fixing of light & power accessories etc. complete in all respects as per relevant specifications.
- vii. Light fixtures, ceiling fans, exhaust fans and cabin fans etc.
- vi. Provision for telephone system (EPABX) consisting of conduit and cabling from telephone distribution board upto each outlet including main & sub tag blocks, telephone outlets incoming GI/RCC pipe etc. complete in all respect as per relevant specifications.

#### 1.03 STANDARD AND REGULATIONS

All equipment, switchgear, cables and other items of work shall conform to Indian/ IEC Standard specifications.

The installation shall conform in all respects to Indian Standards Code of Practice for Electrical wiring installation IS:732- 1989. It shall also be in conformity with the current Indian Electricity Rules and the Regulations and requirements of the Local Electric Supply Authority, Local laws/by laws in so far as these become applicable to the installation. Wherever these specifications call for a higher standard of materials and /or workmanship than those required by any of the above regulations, these specifications shall take precedence over the said regulations and standard. In general, the materials, equipment and workmanship shall conform to the following Indian Standards (up to Latest Amendment), unless otherwise called for.

- \* XLPE insulated PVC sheathed armoured Cables of 1.1kv / 11KV grade. IS 7098 Part-I & II 1988/1985
  - Marking and arrangements for Switchgear:

    Bus bars, main connection and auxiliary wiring.

    IS 375 1963
- \* Specifications for normal duty air break switches and composite units for air break

switches and fuses for voltage not exceeding 1000 volts: IS 13947-1993 (Part-I to V).

- \* Specification for low voltage switchgear and control gear assemblies: IS 8623 -1993 (Part-I to III)
- \* Specifications for enclosed distribution :IS 2675 1983
- \* Installation and maintenance of Switchgear:IS 10118-1982 (Part-I to IV)
- \* HRC Fuses: IS 9224 -1979

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- \* Specification for Rigid Steel conduits for electrical wiring: IS 9537 -1981(Part-II)
  - Specifications for accessories for rigid steel conduits for electrical wiring:
     IS 3837 -1976

	Code of practice for earthing	15 3043 - 1987	
*	Current transformers	IS 2705 -1992	
		(Part-I)	
*	Shut capacitors for power system	IS 2834 -2986	
*	Exhaust Chimney	IS 6533 -1989	
	·	(Part-	II)

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#### 2.00 Scope of work & Specifications of HT Panel (11KV VCB & Switchgear Panel) - 01 Set

Supply, Installation, Testing and Commissioning of 11 kV VCB 11 kV Switchgear Panel comprising of 8 nos. of indoor type VCB panels, suitable for solidly grounded system, fully factory built and assembled for direct installation. The panels should be designed, manufactured and tested in accordance with relevant IS / IEC with latest amendment.

2.01 Construction: The VCB (cubicle and circuit breaker) panel should be made of steel clad, free standing, floor mounting, dust and vermin proof and horizontal isolation horizontal draw out, compartmentalized type, indoor switch board in standard execution with VCB. The draw out type circuit breaker cubicles should be fabricated using high quality CRCA/GI steel sheet/Aluzinc material as per standard. The sheet metal should be given minimum seven/nine tank anti corrosion treatment & then powder coated colour- SIEMENS GREY or equivalent. The totally metal enclosed panel shall be compartmentalized with internal positioning by insulated material of epoxy-reinforced fibre glass to constitute the following:

- a) Bus bar compartment
- b) Circuit Breaker Compartment.
- c) CT and Cable compartment.
- d) Relay & metering compartment (LT compartment).

#### 2.02 Each incomer and outgoing Panel shall have -

#### (I) Circuit breaker and CT Compartment

The circuit breaker should be totally enclosed & fully interlocked, front open type, horizontal draw- out, horizontal isolation type breaker (as per IS: 13118 as amended up to date), single break, trip free mechanism, electrically and manually charged and auto/manually closing breaker suitable for use on 11 KV, 3 Phase, 50Hz A.C. supply with short circuit fault level of 31.5 kA for 3 sec. complete with self-contained, fully interlocked, rack in and rack out mechanism. Panel shall be complete with plugs and sockets, mechanical inter-locks and safety shutter. The circuit breaker panel shall have minimum of 6NO+6NC auxiliary contacts directly operated by the breaker. The circuit breaker drive mechanism shall be provided with facility for pad locking at any position namely 'SERVICE1, 'TEST' and 'ISOLATED'. The front door shall have view glass to facilitate observation of mechanical ON / OFF indication and operation counter.

The CT and the incoming and outgoing feeder cable compartment shall be in the rear. The LT control cable terminal arrangement shall be provided in the rear side in a separate box so as to have isolation from high voltage terminals. All the cable entry plates shall have removable gland plates.

The CT required for metering and protection shall be as per IS-2705 (as amended up to date) & IS- 4201 (as amended up to date) and shall be of adequate size and its insulation will be epoxy cast resin type.

#### (II) Relays 8s Metering Compartment (LT Compartment)

The LT chamber of suitable height shall be positioned on the top of the panel & at the front.

Protective relay, measuring equipment and auxiliary controls along with the switches and indications are to be accommodated in the LT Chamber. Three nos. of bright steel hinges shall be used on front door with door opening limited to 135 Degree (approx.). All devices in the LT box are to be marked with permanent labels. Panel rating plate shall be provided on the door.

Control wiring and CT wiring shall be done using single core, PVC insulated, FRLS, stranded copper cable of 1100V grade and 2.5sqmm size. All cables and wires shall be numbered with suitable ferrules. Suitable lugs shall be used for control wiring and ring type lugs shall be used for CT wiring.

All wires shall terminate on suitable Terminal Blocks. All TBs shall have 10% spare terminals. TBs shall be marked. Reinforced flexible conduit shall be used for wiring and PVC spiral shall be provided on exposed wires near the door hinge in LT box. Colour coding of control cables shall be followed as

required by relevant IS. Control cables shall be as per IS-694 (as amended up to date,

#### (III) Panel Metering and Indication Equipment

Microprocessor based flush type digital multifunction energy meter with accuracy class 0.5 and with RS485 port with MODBUS protocol for data logging/downloading shall be provided for all VCB panels. The meter shall be of size 96mmx96mm and shall measure the following electrical parameters: frequency, voltage, current, power factor, KVA, KVAr, KWh and harmonic components.

The multifunction meter shall have inbuilt selector switch and memory to store data.

The following indications shall be available:

- a) Breaker ON, OFF and Close switch
- b) Trip circuit healthy push button
- c) LED type Indication lamp for each panel for:
- (i) CB Close,
- (ii) CB open,
- (iii) Trip on fault,
- (iv) Trip circuit healthy
- (v) Spring charged
- (vi) Breaker in service position
- (vii) Breaker in test position

All LEDs shall be LVGP (low voltage glow protection) & industrial type.

(IV) Closing and Tripping

Breakers should be able to be operated

- i) Manually: Spring charging, closing and tripping.
- ii) Electrically: Motorised Spring charging, closing and shunt tripping.
- iii) Shunt Trip coil :24 V DC
- (V) Panel Space Heaters

The panel shall be provided with 2nos, 80 W space heaters in each cubicle and adjustable thermostats of suitable rating for heater temperature monitoring along with protective HRC

(VI) Operation Indication / Operation Counter

The front door of each breaker panel shall have glass window / windows to facilitate observation of the following:

Spring Charged / Discharged indication,

Mechanical ON/OFF indication and Operation counter.

- (VII) Cubicle Illumination
- 02 (Two) Nos. cubicle lamps (LED) in each cubicle shall be provided along with switch.
- (VIII) Safety Interlock

The following minimum safety devices shall be provided to ensure the safety of operating personnel:

- a) Individual explosion vents for Bus bars/Breaker/Cable and CT chambers on the top/Side of the panel to let out the gases under pressure generated during unlikely event of a fault inside the panel.
- b) Cubicle with front door/panel pressure tested for arc faults.
- c) CB and metal enclosure earthed in accordance with relevant IS / IEC.
- d) Self-operating shutters, shielding live fixed contacts, shall be provided which closes automatically when truck is withdrawn to test position. Locking arrangement should be provided for the shutters.
- e) Breaker shall not be moved in ON condition from service to test position & vice versa.
- f) The CB cannot be switched ON' when the truck is in any position between test and service.
- g) All nut & bolts used inside the panel should be of high tensile, bright zinc plated, hexagonal headed, metric size, manufacture to DIN-931 of steel, tensile strength as per standard, coarse threaded with two nos. bright zinc plated flat and spring washers.
- h) Lifting hooks shall be provided for the panels.

#### (IX) Panel Markings

The switchgear panel shall have the following identification markings in a permanent manner:

- a) Panel name both in front and rear side.
- b) Caution boards conforming to IS-2551 (as amended up to date) both in front and rear sides.
- c) CT specification name plate on CT and at panel cover at rear.
- d) Incoming & outgoing cable box.

The markings and identifications of conductors, apparatus terminals shall be as per IS-5578 (as amended up to date) & IS-11353 (as amended up to date).

#### (X) Cable Terminal Box

HT cable boxes with termination links for termination of incoming and outgoing HT cables should be provided in the rear side of the unit. Rear incoming cable box should be of suitable size for safe entry of two nos. of incoming cables and should have suitable terminal links for safe termination of both the incoming cables for loop in/ loop out connection as is done in case of ring main unit. The termination arrangement should be such that it should be possible to disconnect one cable in the event of fault in that cable and power-up the unit with the other incoming cable. Link rating shall be 600 amp (min).

Panel shall have incomer connections suitable for  $2 \times 3 \times 240$  sq. mm. XLPE 11KV cable (cable entry from bottom side) with outdoor kit, indoor kit, end termination with heat shrinkable jointing kit etc. as required.

Bus-bar arrangement should be such that in future similar cubicles can be connected with this cubicle.

#### 2.03 incoming feeders:

- 2 Nos. 1250 Amp, 11 KV VCB with short circuit fault level of 31.5KA for 3 Sec Each Incoming feeder shall have -
- (a) Microprocessor based directional, numerical relay with O/L, E/F and S/C protection for each incomer.
- (b) Cast resin dual core 3 CTs, 400-200/5A of 15VA burden and accuracy Class 0.5 for metering and class 5P10 for protection.

#### 2.04 Outgoing feeders:

5 Nos., 800A, 11KV, VCB with short circuit fault level of 31.5 KA, 3 Sec Each outgoing feeder shall have

- (a) Microprocessor based non directional, numerical relay with O/L, E/F and S/C protection for each outgoing feeder.
- (b) Cast resin of dual core 3 CTs 100- 50/5 A of 15VA burden and accuracy Class-0.5 for metering and class 5P10 for protection.

#### 2.05 Bus coupler:

- 1 No. 1250 Amp, 11KV VCB with short circuit fault level of 31.5KA for 3 Sec Bus Coupler panel shall have
- (a) 3 Nos. LED showing R, Y, & B voltage, Breaker 'ON, OFF, Trip' indicating light, breaker in service / test position and 16 Amp TNC switch for ON / OFF/ Close VCB required. Suitable nos. and appropriate rating of HRC fuses/ MCB required for protection of LED, multifunction meter and auxiliary power supply, control circuit for closing, tripping and indication circuit and numerical relay etc, on bus coupler feeder.
- (b) Cast resin of dual core 3 CTs, 400-200/5 A of 15VA, burden and accuracy Class 0.5 for metering and class 5P10 for protection.
- (c) I No. Microprocessor based non directional, numerical relay with O/L, E/F and S/C protection for bus-coupler feeder with synchronising check facility.
  - 18. Bus-bar: 3 Nos. 2200 Amps Copper bus-bar.
- 3.00 <u>Scope of work & General Specifications of Cast Resin Dry Type, 1000 KVA, 11/0.415 KV,</u>
- 3 Phase, 50Hz, Dyn-11, indoor type, copper wound transformer with OLTC on HV side- 02 set

Supply, Installation, testing and commissioning of 2 Nos. of Cast Resin Dry Type, 1000 KVA, 11/0.415 KV, 3 Phase, 50Hz, Dyn-11, indoor type, copper wound transformer with OFF load tap changing arrangement on HV side  $\pm$  5% in steps of 2.5%, having cable end boxes on HV side suitable for 3xlCx240 Sqmm XLPE, copper cable of 11KV grade on HT side and 6x4Cx 240sqmm XLPE, 1.1KV, Cu cable on LV side complete with all accessories.

Neutral of transformer shall be earthed with 2 nos. earth electrodes and body shall be earthed with minimum 2 nos. Earth electrode.

Transformer shall be mounted on suitable size of channel which is to be fixed by grouting 4nos. of bolts. The winding material should be of high conductivity electrolytic grade copper. The insulation should be Cast Resin type; Class-F. Conductor should have thermally upgraded paper insulation reinforced with fibre glass. The coil assembly is to be impregnated & cast under vacuum with epoxy resin for achieving non-hygroscopic, acid & alkali resistant insulation. The complete winding should have smooth cylindrical finish after impregnation to ensure high mechanical strength. The thickness of resin should be uniform. The insulation should be self- extinguishing type.

Winding temperature scanner connected with three nos. RTDs, one for each LV winding should be provided in a metallic enclosure that is mounted on the main enclosure. The scanner should provide indication, alarm & trip contacts. Winding temperature indicator should show maximum temperature attained. The RTDs should be properly wired up to the scanner terminals. Suitable hole with gland is required for control cable connecting scanner alarm/ trip contacts to HT Breaker.

4.00 Scope of work & Specifications of Main LT Panel - 01Set

Supply, installation, testing & commissioning of cubicle type LT panel suitable for 415V, 3 Phase, 4 Wire 50 Hz AC supply system.

The PCC shall be floor mounted, freestanding, totally enclosed and extensible type. The PCC shall be dust & vermin proof and shall include all provisions for safety of operation and maintenance personnel. The general construction shall conform to relevant IS / IEC with latest amendment for factory assembled switchboard.

The PCC Panel shall be fabricated in compartmentalized design from CRCA/GI/Aluzinc sheet steel for frame work with angle iron/ channel and covers, and as per standard for gland plates. The entire metal work shall be treated with minimum seven/nine tank antirust treatment and then powder coated in DA Grey colour or equivalent.

Panel shall have TPN copper bus bars of high conductivity with short circuit withstand capacity of 50KA for 1 Sec; bottom base channel of MS section as per standard, fabrication shall be done in transportable sections, entire panel shall have a common GI earth bar at the rear with 2 Nos. earth stud, solid connections from main bus bar to switch gears with required size of copper bus bars and control wiring with 2.5 sq. mm PVC insulated copper conductor FRLS cable, cable alleys and cable gland plates.

The bus chamber shall have front and rear bolted covers and shall consist of 1 set TP & N electrolytic grade, high conductivity Copper Bus Bars, conforming to BIS. Current rating of bus bar sections shall be 2500 amps suitable for 415 V AC, 50 Hz system. Neutral bar shall be of same size as phase bus. The bus-bar shall be insulated with heat shrinkable PVC sleeves and shall be supported at required intervals with non- hygroscopic, non-deteriorating, and non-inflammable SMC / FRP supports having adequate mechanical strength and a high tracking resistance, to withstand short circuit fault levels up to 50 kA for 1 sec. All risers and connections from bus bar shall be done with same material as the main bus bars of current rating as per rating of individual cubicle switch. To suit the stringent site conditions, the bus bar system shall be designed with generous clearance between phases as specified in the standards. Adequate non-hygroscopic insulating sheet barriers between the bus chambers and feeders shall be provided.

#### 4.01 Incoming Feeder:

- (I) 2 Nos. Incomer, 1600 Amps four pole horizontal draw-out type air circuit breaker of fault breaking capacity 50KA for 1 sec with manually operated, motorised / manual spring charge fitted with interlocked door, automatic safety shutters, mechanical ON/OFF and service/test/isolated position indicators and frame earthing contact conforming to IS 60947(as amended up to date).
- (II) Each incomer shall consist of 4nos. cast resin type current transformer of 1600/ 5A with suitable rating of brought out terminal for connecting 6 nos. 4 core 240sqmm, 1.1 KV grade AL. conductor XLPE cable.
- (III) Microprocessor release for over current, earth fault & short circuit protection
- (IV) Microprocessor based flush type digital multifunction meter with accuracy class 0.5 and with RS485 port with MODBUS protocol for data logging/downloading shall be provided for all panels. The meter shall be of size 96mmx96mm and shall measure the following electrical parameters: Frequency, Voltage, current, power factor, KVA, KVAr, KW, KWh and harmonic components. The multifunction meter shall have inbuilt selector switch and memory to store data.

- (V) 3 Nos. LED showing R, Y, & B voltage, Breaker 'ON, OFF, Trip' indicating light and 16 Amp TNC switch for ON / OFF/ Close ACB required. Suitable nos. and appropriate rating of HRC fuses/ MCB required for protection of LED, multifunction meter and auxiliary power supply, control circuit for closing, tripping and indication circuit and numerical relay etc.
- (VI) Tripping method shall have Shunt trip coil of 230V A.C.

#### 4.02 Bus Coupler

- 1 No. 1600 Amps horizontal four pole draw out type, air circuit breaker of fault breaking capacity 50 KA for 1 sec.
- (I) Breaker shall have manually operated /motorised / manual spring charge fitted with interlocked door, automatic safety shutters, mechanical ON/OFF and service/test/isolated position indicators and frame earthing contact conforming to IS -60947 (as amended up to date).
- (II) Cast resin type current transformer of ratio 2000/5 A for metering and protection
- (III) 3 Nos. LED showing R, Y, & B voltage and 16 Amp TNC switch for ON / OFF/ Close ACB required. Suitable nos. and appropriate rating of HRC fuses/ MCB required for protection of LED and auxiliary power supply, control circuit for closing, tripping and indication circuit and numerical relay etc.

#### 4.03 TPN AL. bus bars of minimum of 2000 Amps capacity.

#### 4.04 Interlocking

Electrical through advance contacts in MCCB/ ACB's (incomers & Bus couplers) and mechanical castle key interlocking should be provided to ensure that only one supply is available at a time on each section of bus and to eliminate any possibility of accidentally approaching two supplies at one bus section.

#### 4.05 Outgoing feeder

- (A) 14 Nos. 400Amp, 4Pole MCCB with minimum fault level of 36KA with microprocessor type release for O/C, S/C&E/F protection
- (I) 3 nos. cast resin type current transformer of 400/5 Amps, with suitable rating of brought out terminal for connecting 3.5 core 185sqmm, Aluminium conductor, 1.1KV grade, XLPE cable.
- (II) Each breaker shall have adjustable OL protection, Short Circuit protection & EF protection through inbuilt electronic trip unit in MCCB.
- (III) Three phase digital ammeter (with inbuilt selector switch) of required range, SIF-96, class of accuracy 1.0, CT operated with CT ratio 400/5 (of burden 10VA) and Qty: As per circuit requirement.
- (IV) HRC Instrument Fuse Holders with fuse. Qty: As per circuit requirement.
- (V) LED type Indication Lamps for 'Feeder ON1, 'Feeder OFF' and Trip' indication, Qty: 3 nos.
- (VI) Auxiliary power supply of digital ammeter shall be 230V and shall be connected with separate HRC fuse and link system.
- (VII) Rotary Handle shall be provided for operating the MCCBs of the outgoing feeders.

Design, supply, installation, testing and commissioning of Emergency Panel-1 wiring and supply of front operated dead front cubicle type compartmentalized as per Form 3B, rear access free standing, dust and vermin proof (IP 42 ingress protection) main switchboards suitable for use at 415 volts, 3 phase 4 wire 50 Hertz system suitable for a symmetrical fault level of 25 kA at 415 volts, fabricated from 2 mm thick CRCA MS sheets with hinged, gasketed (metal based neoprene) and lockable doors having structural reinforcement with suitable angle/channel/T/flat sections including 3 mm thick gland plates on top and bottom and including lifting hooks and including GI earth strip of required size with 2 nos earthing terminals and including powder coated paint finish of approved shade over metal surface cleaned and treated with seven tank process complete with interconnections etc as per specifications, as required and as below.

#### 5.01 Incoming:

02 No. of 400 Amp FP MCCB of 50 KA breaking capacity and Adjustable setting as required.

Indicating Panel- The Indicating panel of the incomer shall be provided with the following: Electronic KWHr Meter with required CT's. 3 Nos. phase indicating lamps; backed up with HRC fuse/MCB. 2 Nos. ON/OFF Indicating lamp on incomer feeder for indicating the status of feeder. Digital Voltmeter, Digital Ammeter with required CT's.

#### 5.02 Bus Bars:

1 set of 500 Amps or designed rating Four Pole Copper Bus Bars of suitable length. Bus bars shall be insulated by heat shrinkable sleeves & clip on shrouds for joints.

#### 5.03 Outgoing:

4 No of 160 Amp TPN MCCB of 35 KA breaking capacity and Adjustable setting as required. 2 No of 100 Amp TPN MCCB of 35 KA breaking capacity and Adjustable setting as required. 4 No of 63 Amp TPN MCCB of 35 KA breaking capacity and Adjustable setting as required. Note:- All MCCB shall be provided with rotary operating mechanism & padlocking arrangement.

#### 6.00 Scope of work & Specifications of DG set with AMF Panel – 01 Set

Supply Installation, testing and commissioning of 180 KVA, 415V, 50Hz, DG Set complete with 1500 RPM Diesel Engine of suitable BHP & AC Brush less SPDP Alternator mounted on a common base Frame & coupled through a flexible coupling or close coupled.

A) Alternator: It shall be self-regulated, self-excited and confirms to IS: 13364/1992 or latest version with regulation of +5% from No load to full load, IP23, with standard Alternator Protection( Over voltage, over speed & under voltage). Diesel Engine: It shall have residential silencer, up to 10 M exhaust piping, electronic / Mechanical governor, Manual & electric Start, Batteries, Fuel tank ( with Stand) & piping, control panel (16 G) with MCCB (4P; 25 KA), Ammeter, Voltmeter, Frequency Meter, Energy Meter & Hour Meter, Engine instruments panel and AVM. The diesel engine shall be capable of providing 10% over load for 1 Hr for every 11 Hrs of continuous running at full load. Acoustic Enclosure: Weatherproof, powder coated Acoustic enclosure for DG set for sound attenuation fabricated from 1.6 mm CRCA sheet steel structure) with side wall fabricated from 1.6 mm CRCA sheet and filled with foam as per CPCB norms latest amendments & IS 8183 .The doors are fabricated from 1.6 mm CRCA sheet packed with acoustic material, floor of MS chequered plate 5.0 mm thick, All doors/

opening are sealed with neoprene/ EPDN gaskets. The enclosure has built in fuel tank, residential silencer (isolated from main DG chamber) with protection and tripping of DG set against temperature of more than 50 °C. All controls for operation of DG set are from outside the enclosure with DG control panel having processor based genset monitoring and control system MCCB/ACB Ammeter, voltmeter, Pf meter, frequency meter, KWH meter, Ind. Lamps etc. mounted inside enclosure, visible and accessible from outside. The enclosure should be suitable for following capacity DG sets and alternator. Noise level is less than 75 db (A) at a distance of 1 Mtrs as per CPCB-II norms, complete in all respect of following capacity:

Radiator Cooled and Turbocharged

DG set shall be supplied with built in acoustic enclosure as per pollution control board norms and as per specification complete in all respect.

The DG Set shall be complete with PCC (Power Command Control) or equivalent DG Controller module suitable for AMF (auto-mains failure), Auto Load Sharing & Interface with PLC mounted in the LT panel for ACB/MCCB switching and Auto load sensing and Auto load Management, including communication card and networking gateway and software as required.

Note: Item rate shall be include 1st time filling of Lube oil & diesel and also include the cable termination box suitable for termination of 3 Runs 3.5 C X 300 Sq mm. XLPE AL cables at alternator.

#### B) Battery charger for DG sets:

Supply, installation, testing & commissioning of Battery Charger as described in Specifications and described below:

Rating AC Input: 230 V + 10% AC 50 Hz single phase. DC Output: To float / boost charge the batteries (with required AH as per D.G. rating) and also supply a continuous load or as per offered DG set requirement.

Current Rating: 30 A

Float Mode: 27.0 V nominal (Adjustable) between 24-28.0 V.

Boost Mode: 29.0 V nominal (Adjustable) between 24-32.0 V

Voltage Regulation: + 2% for AC input variation of 230 V + 10%. Frequency Variation of 50 Hz + 5% and DC load variation 0-100%

Voltage Regulation: + 2% for AC input variation of 230 V + 10%. Frequency Variation of 50 Hz + 5% and DC load variation 0-100%

Ripple:Less than 5%

#### C) Day Oil Tank

Supply, installation, testing & commissioning of 990 litres capacity day oil storage tank fabricated from 6 mm thick MS plates. Tank shall include 450 mm ID manhole cover, level indicator with duly calibrated scale and flanged connection for inlet, outlet, overflow drain and probe provision for level controller & breather.

#### D) Oil Piping

Supply, installation, testing & commissioning of the 25 DIA MS class 'C' pipes cut to required lengths and installed with all welded joints. Providing the necessary fittings like elbows, tees and reducers, sockets, hot dip galvanized supports and accessories including ceiling Hanger, Hardware complete as per site requirement.

### E) Exhaust Piping & Thermal Insulation

Supply, installation, testing & commissioning of 100/125 MS class-C exhaust pipe as per IS 1239 & 75 MM THICK Mineral Wool Insulation and all fixing accessories and hardwares. The exhaust pipes shall be insulated with 75 mm thick mineral wool (density 150 kg/m3) insulation wrapped in chicken mesh and clad with 26 gauge aluminium sheet including all hot dip galvanized support structural as required.

Contractor should furnish calculation for exhaust piping size for approval from the Consultant. The system should meet the performance of the engine without exceeding the back pressure limit prescribed by engine supplier.

# F) Support Structure

Supply, installation, testing & commissioning of miscellaneous structural support (MS angle iron / MS Plates / MS Channel etc.) for horizontal/vertical exhaust piping at suitable interval as per approved Shop drawing including fabrication, hardwares / flanges and painting (2 coats of primer and 2 coats of enamel paint) complete in all respect.

#### G) AMF Panel with ATS (Auto transfer switch)

Design, Supply Installation, testing and commissioning of Auto Mains failure (AMF) panel suitable for 180 Kva DG Set for auto sharing load on DG supply in case of power failure with time delay of 02 to 05 minutes as per requirement of the end user. The work shall be complete in all aspect as per relevant IS / IEC specifications.

Note: The cost of above works (A to G) is covered under scope of DG set work and no extra will be payable to contractor on this account.

Note: i) All Panels will have spare incomers & outgoing feeder & spare terminals for future provision.

ii) The contractor shall submit the detail drawings for major equipment HT Panels, Main LT Panels, Transformers, DG Set with AMF Panel, Emergency Panel, Common Area Distribution Panels, Rising Main arrangement in buildings etc. for approval from engineer in charge of the work before procurement the material.

#### 6.00 TECHNICAL SPECIFICATION FOR SOLAR ON-GRID POWER PLANT

The general scope under this contract includes design with site survey, manufacture, testing, inspection, transportation, erection, carrying out preliminary tests at site, commissioning, performance testing and handing all the equipment installed for grid connected 5 KWp SPV Power plant.

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, Controls & Protections, interconnect cables, bidirectional energy meter and switches. PV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during daytime. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should confirm to the BIS, IEC, or international specifications, wherever such specifications are available and applicable.

Solar PV system shall consist of following equipment/components.

- Solar PV modules consisting of required number of Crystalline PV modules.
- Grid interactive Power Conditioning Unit with Remote Monitoring System.
- Mounting structures.
- Junction Boxes.
- Earthing and lightening protections.
- IR/UV protected Cables, pipes and accessories.
- Solar Meter and Bi-directional Energy Meter

The PV array converts the light energy of the sun to DC power. The module mounting structure shall be used to hold module in position. The DC power shall be converted to AC to supply the AC loads connected like computers, lights, fans etc. within the premises and excess power can be exported to utility power grid and bought back when the PV system is not generating. Solar panels shall be integrated with the premises power supply from electricity authority.

### 6.01 General Requirements

- Solar generating system shall support electrical load during day time and also export solar array generated power back to grid whenever the load demand is less than the solar power generation during holidays and weekends.
- The PV system shall supply power close to unity power factor, thereby improving the grid quality and increasing its capacity.
- Solar panels shall be installed on the shade free roof while the Inverter and distribution boards etc shall be housed inside the room provided by the Employer.
- Array structure of PV yard and all electrical equipment such as inverters, Distribution Box etc. shall be grounded properly using adequate number of earthing kits.
- Suitable marking shall be provided on the bus for easy identification.
- The SPV panel shall be mounted facing south & tilted to an angle equal to the latitude where being used for optimum performance.

# 6.02 Quality and Workmanship

Solar PV modules are designed to last 25 years or more. It is therefore essential that all system components and parts, including the mounting structures, cables, junction boxes, distribution boxes and other parts also have a life cycle of at least 25 years. Therefore all works shall be undertaken with the highest levels of quality and workmanship. During inspection special attention will be given to neatness of work execution and conformity with quality and safety norms. Non complete works will have to be redone at the cost of the Installer.

# 6.03 System Details

S.No	Brief Description	Units	Make
1	SPV modules for a total capacity of 495 KWp as per specification  (Meeting IEC specifications, CEC & UL IEC61215,IEC61730)	In sets	Havells, Panasonic, Tata BP Power, BHEL, BOSCH
2	SPV module mounting structure suitable for accommodating 495 KWp capacity SPV modules including foundation as per specifications on ground	As required	Reputed Make
3	Grid Tie Inverter / Power conditioning unit (PCU) (Meeting IEC specifications, NEC &/ or CEC &/or UL 1741 & 1998 or IEEE1547 CERTIFICATION/SPECIFICATION)	Nos	Havells, Fronius, SMA, Schneider, BHEL
4	DC Distribution Box	Nos	Havells/ Siemens / ABB /Schneider Electric/L&T /HPL or equivalent
5	AC Distribution Box	Nos	Havells/Siemens/Legrand/L&T
6	Cables	Sets as required	Havells/Finolex/Polycab
7	Lightning arrester complete set as per specification	Sets as required	Reputed Make
8	Earthing complete set as per specification	Sets as required	Reputed Make

# 6.04 Technical Specification

#### A) Solar PV Modules

Solar PV modules shall be of the crystalline silicon type, manufactured in India. Detailed specifications of the solar PV modules are given below:

Туре	Poly Crystalline silicon	
Efficiency	>= 16.5%	
Fill factor	>= 75.5	
Degradation warranty	Panel output (Wp) capacity to be >=90% of design nominal power after 10 years and >=80% of design nominal power after 25years.	
Module frame	Non-corrosive and electrolytically compatible with the mounting structure material	
Termination box	Thermo-plastic, IP 65, UV resistant	
Module minimum rated power	The nominal power of a single PV module shall not be less than 325 Wp.	
RF Identification tag for each solar module	Shall be provided inside the module and must be able to withstand environmental conditions and last the lifetime of the	
RF Identification tag data	a) Name of the manufacturer of PV Module b) Name of the Manufacturer of Solar cells c) Month and year of manufacture d) Country of origin e) I-V curve for the module f) Wm, Im, Vm and FF for the module g) Unique Serial No and Model No of the module h) Date and year of obtaining IEC PV module qualification certificate i) Name of the test lab issuing IEC certificate	
Power output rating	To be given for standard test conditions (STC). I-V curve of the sample module shall be submitted.	
Compliance with standards and codes up to latest amendment	IEC 61215 IEC 61730 Part 1 and 2 IEC 61701	

# B) Solar PV Modules Mounting Structure

- Hot dip galvanized MS mounting structures shall be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation.
- MMS shall be made of hot dip Galvanized steel per ASTM A123. Necessary testing
  provision for MMS to be made available by Bidder at site. All bolts, nuts, panel
  mounting clamps fasteners shall be of stainless steel of grade SS 304 and must sustain
  the adverse climatic conditions.

- The Mounting structure shall be so designed to withstand the speed of 150 km/hr for the wind zone of the location where a PV system is to be installed. It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- The Structure should be made by on-site installation/removable concrete ballast made of PCC (1:2:3).
- Structural material shall be corrosion resistant and electrolytically compatible with the
  materials used in the module frame, its fasteners, nuts and bolts. Aluminum
  structures also can be used which can withstand the wind speed of respective wind
  zone. Necessary protection towards rusting need to be provided either by coating or
  anodization.

The prospective Installer shall specify installation details of the solar PV modules and the support structures with layout drawings and array connection diagrams. The work shall be carried out as per the designs approved by the Customer.

- The fasteners used should be made up of stainless steel. The structures shall be
  designed to allow easy replacement of any module. The array structure shall be so
  designed that it will occupy minimum space without sacrificing the output from the SPV
  panels.
- Regarding civil structures the bidder need to take care of the load bearing capacity
  of the roof and need arrange suitable structures based on the quality of roof.
- The minimum clearance of the structure from the roof level should be 300 mm.
- C) Solar Grid Tie Inverter / Power conditioning unit (PCU)

PCU shall supply the DC energy produced by array to DC bus for inverting to AC voltage using its MPPT (Maximum Power Point Tracking) control to extract maximum energy from solar array and produce 415V AC, 3 phase, 50 Hz to synchronize with the local grid.

- •MPPT Solar charge controller, inverter and associated control and protection devices etc. all shall be integrated into PCU.
- •PCU shall provide 3 phase, 415+/-10% V, 50+/-0 0.5 Hz supply on AC side with THD<3%.
- •Efficiency of PCU shall not be less than 97.5%
- •Degree of protection: IP 65
- •It shall have protection features such as over voltage, short circuit, over temperature etc.
- •The inverter shall be efficient based on PWM with IGBT/MOSFET reliable power based design.
- •The PCU shall be capable of complete automatic operation, including wake-up, synchronization & shut down.
- •PCU shall have facility to display its basic parameters of the system.
- The Inverter monitoring portal should be on supplier website with their logo.

No. of independent MPPT	Minimum 3
DC Power	>=50KW
No. of DC inputs	10-12
Max. input voltage	1000V
MPPT Voltage Range	250-960V
Rated input voltage	600V
Max. input current per string	12A
Rated output Power	>=50KW
Max. output current per string	80A
Nominal Grid Voltage	3/N/PE, 3P/E, 230/400Vac
Grid Voltage Range	310-480V
Nominal Frequency	50Hz
Total Harmonic Distortion	<3%
Power Factor	1 (adjustable +/-0.8)
Max. efficiency	>98.5%
European weighted efficiency	>98%
DC Reverse Polarity protection	Yes
DC Switch	Yes
DC SPD	Yes
Safety Protection	Anti-islanding, Ground fault monitoring
Operating Temperature	-25C to 60C
Supported Communication Interfaces	RS485, Wifi, SD Card
Compliance	IEC62116, IEC61727, IEC61683, IEC60068 (1,2,14,30), IEC62109-1/2, IEC61000
Warranty of Inverter	10 Years

# D) DC Distribution Box

DC distribution board shall be provided in between solar array and Inverter. DCDB shall have sheet from enclosure of dust & vermin proof. DCDB should be IP65 rated & suitable capacity MCBs be provided for controlling the DC power output to the PCU along with necessary surge arrestors. IP65

# E) AC Distribution Box

An AC distribution box shall be mounted close to the solar grid inverter. AC Distribution Panel Board shouldbe IP65 rated &control the AC power from PCU/inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.

It shall comprise the following components and cable terminations:

- Incoming 4 core (single-phase/three-phase) cable from the solar grid inverter
- Incomers MCB /MCCB & Outgoing MCCB/ACBs as per required capacity.
- AC circuit breaker, 2-pole/4-pole
- AC surge protection device (SPD), class1 plus 2
- Multi-function Meter
- Outgoing for the cable to the building electrical distribution board.

#### F) Cables

All cable shall be supplied conforming to IEC60227/IS694&IEC60502/ IS1554.Voltage rating: 1100V- AC, 1,500V-DC

- For the DC cabling, XLPO insulated and sheathed, UV stabilized single core flexible copper cables shall be used. Multi-core cables shall not be used.
- For the AC cabling, XLPE insulated and PVC sheathed single or multi-core flexible copper cables shall be used. Outdoor AC cables shall have a UV-stabilized outer sheath.
- The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.
- The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%
- The DC cables from the SPV module array shall run through a UV- stabilized PVC conduit pipe of adequate diameter.
- Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers.
- The minimum DC cable size shall be 4.0 mm2 copper.
- Cable from Inverter to ACDB should be copper of suitable size.
- Cable from ACDB to LT Panel should be Aluminum/Copper of suitable size.
   The following color coding shall be used for cable wires:
- DC positive: red (the outer PVC sheath can be black with a red line marking)
- DC negative: black
- AC single phase: Phase: red; neutral: black
- AC three phase: Phases: red, yellow, blue; neutral: black
- Earth wires: green
- Cable conductors shall be terminated with tinned copper end-ferrules to preventfrayingandbreakingofindividualwirestrands. The termination of the DC and AC

cables at the Solar Grid Inverter shall be done as per instructions of the manufacturer, which in most cases will include the use of special connectors.

Descriptions	Specification
Solar Cable - From Module to Inverter	1 C X 4/6 Sq mm Tinned Copper Cables, UV resistant, Solar Cable , TUV certified; 1800 Vdc
AC Cables (Inverter to AC Distribution Box )	4 C X 10/16/25/50/70/95/ suitable Sq mm, Power cables Cu conductor, XLPE insulation, un-armoured, PVC outer sheath, 1100V (Flexible Type)
AC Cables  (AC Distribution Box to Main LT Panels)	3.5 C X 25/35/50/70/95/120/300/400/500 / Suitable Cable Sq mm , Power cable AI / Cu conductor, XLPE insulation, armoured, PVC outer sheath, 1100V

### G) Earthing

The PV module structure components shall be electrically interconnected and shall be grounded.

Earthing shall be done in accordance with IS 3043-1986, provided that earthing conductors shall have a minimum size of 10.00 mm<sup>2</sup> copper cable. Sleeves to be provided for the earth conductors in underground connections to earth electrodes.

Separate dedicated and inter connected earth electrodes must be used for the earthing of the solar PV system support structure with a total earth resistance not exceeding 5 Ohm.

The earth electrodes shall have a precast concrete enclosure with a removable lid for inspection and maintenance. The entire earthing system shall comprise non-corrosive components.

The earthing shall be maintenance free type earthing and shall be done through at least 1.5 meter Electrode.

1CX10 /16/25/35 suitable sqmm, Copper conductor Un-armoured Cable for Earthing AC & D0 System.	)
Chemical gel Kit for Earthing	
Lighting Arrestor suitable as per site area.	
Lighting / thestor suitable as per site area.	
25 X 3/5 GI Strip for Earthing Lighting Arrestor.	

H) Installation & Commissioning: The installation shall be done by the supplier/manufacture who is responsible for its performance and direction of installation & ensures structural stability. The contactor shall conduct a detailed site assessment before quoting. The PV installer shall obtain data specific to the site, rather than relying on general data. While making foundation design, due consideration shall be given to weight of the module assembly, maximum wind speed at the site etc.

The supplier of panel & inverter should have a warehouse in the state of <u>Assam</u> to support the department in case of replacements. Inverter & PV panel supplier should have service centers in the state of <u>Assam</u>.

I) Documentation: The supplier shall provide easy-to-use illustrated installation and operation manual for easy installation and trouble-free usage. Manual shall contain complete system details such as array layout, schematic of the system, working principle etc, clear instruction on regular maintenance, trouble shooting of the solar generating system & emergency shutdown procedure.

#### PASSENGER LIFTS

#### Data Sheet for Lift

Sr.No.	Description	Passenger/Service Lift
1	Potential free contacts	Provision for monitoring the ON / OFF / status (position, direction, emergency alarm, inspection drive) of all Lifts from the Building Management System shall be through potential free contacts and a separate terminal block within the lift control panel which shall be provided by the Lift Contractor including wiring.
2.	Size of Lift car W x D x H (clear inside size)	As per NBC-2016.Car door opening shall be minimum 1000 mm.
3	Car enclosure, Ceiling , Car Door landing door etc.	Shall be of SS scratch proof hair line finish ,
4	Pressure Sensor	Pressure sensor operated doors safety system to be provided.
5.	Full length infra- red safety light curtain	Infra - red operated doors safety system to be provided.  The Light Curtain to consist of infra - red light beams passing between Car Door Entrances and one side of the Entrance the light source is sent and on the opposite side, receivers are sensing the light source. If an object cuts the light beams the receivers will sense and give door command to the door operating system.  This is to sense the passenger movement without being getting in to physical contact of doors with human being or other materials like trolley, perambulator etc., which ensures the highest safety to the passenger and other items transported by Elevator. This infra

Sr.No.	Description	Passenger/Service Lift
		<ul> <li>red light curtain to operate as low as from 25 mm to a height of 1.8 mts., so the system can even detect the movement of child, pet etc., and thus ensures complete safety to users.</li> </ul>
6	Fan	Ventilating fan with blower arrangement.
7	Car Light	LED fitting – lighting to minimum 100 lux at car sill level shall be provided
8.	Car floor finish	Floor finish within the car shall be finalized by Employer if required. It is the responsibility of the lift contractor to provide a frame work to take the load of Granite/ marble finishing material and also allowance within the car shall be provided to receive the finishing material, which will be in the range of 15 to 20mm.
9	Car Operating Panel	1 number full size car-operating panels shall be provided with engraved Braille buttons stainless steel finish, flush mounted for passenger lift Panel.
		a) Key operated switch marked to indicate ``attendant''- ``automatic'' operation.
		b) Luminous white round Braille Push button for each floor served
		c) Door open/close push buttons.
		d) Battery operated emergency alarm Push Button.
		e) Emergency alarm Push button (Alarm in ground floor)
		f) Push Button for non-stop operation of Lift in attendant mode.
		g) UP/DOWN Push buttons for attendant mode
		h) Over-Load warning indicator.
		i) On / Off Switch for Fan.
		j) STOP switch to be provided in Red Colour
		In addition necessary arrangement will be provided as per OEM standard.
10	Fire rating of	All SS landing doors should be 2 hours fire rated.
11	door	
11	Controls and Indicators at landings	a) Call registration by LCD display in Ground floor and LED dot matrix red colour high intensity display in all other floors. Push Buttons, Two nos. for intermediate landings and single push button for terminal landings with indication for UP and DOWN direction of motion.

Sr.No.	Description	Passenger/Service Lift
		b) Digital Car position and Direction indicators at all Landings above the Entrance, with LCD display in Ground floor and LED high intensity display in all other floors.
		c) A suitable box above the lift landing with LCD display in Ground floor and LED high intensity display in all other floors with illuminated sign of "UNDER MAINTENANCE" coming up simultaneously at all floors with single Switch control.
		d) Visual flashing indication on all landings for pre-arrival of car
12	Load weighing Device with by- pass function.	A load-weighing device to be provided which senses the load. Facility to be provided for stain gauges for bypassing registered landings call by a car loaded more than 80%.
13	Car Emergency Light and Alarm	Emergency Battery operated power supply (EBOPS) for light and alarm to be provided with electric power supply to the car, when the main power supply is not available for half an hour. The operation to be automatic and no need of manual intervention to be required.
14	EPABX system	Provision for press and speak intercom in COP along with Microphone & Speaker. (Hands free, Press & Speak type, with high intensity LED Luminous type Push Button) It shall be connected to machine room to two other intercom units as directed by Engineer in charge. Travel wiring in the scope of Lift Supplier.
15	Terminal buffers	Terminal buffers shall be installed as a means of stopping the car and counter weight at the extreme limits of travel and shall be spring or oil buffers. Buffers in pit shall be mounted on the steel channels or on the suitable concrete blocks.
16.	Counter weight	Provided in steel structure as per clause-12 of IS-14665 (part-I) 2000 amended till date.
17.	Safety gears & Over speed Governor	Progressive type Safety gear, mounted on the bottom members of Car frame or otherwise as per Manufacturer's specification and shall be operated by an Over speed Governor erected in Machine room. The safety device shall stop the Car whenever excessive descending speed is attained with means to cut-off power from the motor and apply the brake prior to application of safety gear. Over speed governor shall have arrangement to detect slack, loosened or broken over speed rope
18.	i)Phase failure relay ii)Automatic Phase-reversal unit	i) Phase failure relay shall be provided to protect the machine against failure of any one phase. ii) Automatic Phase-reversal corrector unit shall be provided to correct Phase reversal.
19	Automatic rescue device	Automatic Rescue Device (ARD) to rescue the stranded lift passengers in the event of a power failure, operated on dry maintenance - free batteries of required capacity to continuously monitor the normal power supply in the main elevator controller and activate rescue operation within 60 seconds of a power failure by which the lift is brought to the nearest landing and doors remain open

Sr.No.	Description	Passenger/Service Lift
20.	Fireman Drive	All lifts of each group to be operated exclusively as fire rescue lift. Provision for Fireman drive to be made to bring the car to the main floor immediately after the fireman switch is operated. Thereafter the car is for operation by the rescue person. All landing calls are ignored. Lift answers one car call at a time. The rescue person controls opening and closing of doors at a floor. Returns to normal when fireman switch is opened. Fireman switch drive to be provided for all the lifts individually in ground floor lobby with individual switch control.
21	Main entrance floor	In this floor in which the fire fighters switch and alarm bell will be fixed, so that in case of emergency the lift can be taken control by the firefighters at that floor.
22	Built in Voltage stabilizer	To be provided to avoid problems / hazards due to voltage fluctuation, thereby increasing the life of electrical and electronic components for the better service of the elevator.
23	Hall lantern	Illuminated arrows to indicate the next travel direction of arriving / available car to be provided. Electronic chime that sounds when the car arrives at a landing to serve a landing call to be provided.
24	Speaker for music/ announcement	The lift announcement system should announce the floor numbers and some special messages in the lift itself by using a speaker. The unit should provide music when no floor announcement or special messages are to be given. When the lift reaches any floor then this unit should give that particular floor announcement and should continue to play the music from wherever it has left.
25	Direction and position indicator in car and landings and Hall buttons	LCD display in Ground floor and LED high intensity display in all other floors on SS panel to be provided in car and lift lobby.
26	Notices and Signage	Shall be provided the necessary safety notices and signage required near and inside the elevators. Instructions to be provided on Photo luminescent signage.

# Approved Make List for Electrical Works

S.NO	EQUIPMENT	MAKES
1	Moulded Case Circuit Breaker (MCCB)	Legrand (DPX³) / Siemens (Sentron 3VL) / Schneider (NSX) /ABB (TMAX) / L & T (DU sine)
2	MCBs, RCCB, ELCB & Distribution Boards.	Legrand / Siemens / Schneider / ABB
3	LT Panel	Risha Control/Zeniya Electech /Adlec/ SPC-ELECTROTECH/Precision/ Tricolite

4	LT Contactors	Legrand / Siemens / Schneider / ABB/L & T
5	Voltmeters, Ammeter	ABB/AE/MECO/KAPPA/L&T
6	Meter	HPL/BENTEX/ Schneider
7	Protection Relay	ABB/L&T/GE/Schneider
8	Cable Glands (Brass Compression )	Comet/ Dowels/ PRABHAT/CMI/3M
9	Capacitors	L&T/Schneider
10	Cable Lugs	Comet/ Dowels/ PRABHAT/CMI/3M
11	PVC insulated copper conductor single core stranded FRLS wires of 1100 volt (Copper)	KEI/Polycab /RR Kabel/ Finolex
12	LT Cables	KEI/Polycab /RR Kabel/ Gloster/Havells
	HT Cable	KEI/Polycab /Havells/ Gloster/CCI+
13	MS Conduits & Accessories	BEC/AKG/NORPACK/JPC/ATUL
14	PVC Conduits & Accessories	BEC/AKG/NORPACK/JPC/ATUL
15	Industrial Type Socket	ABB/Crompton/Legrand/Havells/L&T
16	Exhaust Fan/Ceiling Fan	Crompton Greaves/ Havells/Bajaj
17	Internal Light Fixtures & lamps	Philips/Bajaj/Wipro
18	Telephone Tag Block	Krone
19	Telephone Wire	Delton /Skyline / Havells/ Finolex
20	Fire Alarm System	Honeywell /Siemens / Notifier/tyco
21	Cable Trays & Accessories	AKG/MEM/CTM/slotco/profab/obo
22	Modular Switch, Socket, Modular Plate, Gl Box & Accessories	Schneider(zencelo)/Legrand(Myrius )/Crabtree (Thames) / MK-( Blenzplus)
S.NO	EQUIPMENT	MAKES
23	Lift	Johnson/Kone/Otis/ Schindler/ Mitsubishi
24	PA System	Bosch/ Bose/Honeywell
25	Pole	Havells/Bajaj/Crompton
26	External Lighting	Philips/Bajaj/Wipro

27	CCTV	Tyco/Mobotix/Pelco/Honeywell/Panasonic
28	UPS	Numeric/Eton/AAL/APC
29	DG Engine	Cummins/ Caterpillar/MTU
30	Alternator	Stamford/Leroy Somer/Crompton
31	Ventilation fan /Ventilation Fan	AirFlow/sarala/kruger
32	HT Panel	Siemens/ABB/Schneider/L&T or their authorized system house/channel partner
33	Transformer	Voltamp/ABB/Siemens/Universal/MEI
34	VRV system (Outdoor & Indoor Units)	Carrier, Dakin, Toshiba, O-General
35	Copper pipe & accessories	As per manufacturer Standard of VRV System
36	Hard Disk	WD/Seagate
37	Rack	Rithal/Wallrack/Legrand
38	POE Switch	Cisco/HP/Dlink
39	EPABX	NEC/Avaya/Cisco/MITEL
40	Computer	HP/Dell/IBM
41	Air Purification system	Satet/Aerisa/Plazma Air
42	LED TV	Sony/Samsung/Panasonic
43	Analog CLI Phone	Beetel/Panasonic/Binatone
44	Digital Phone	NEC/Avaya/Cisco
45	MS Pipe	Sail/Jindal/Tata
46	GI Sheet	Sail/Jindal/Tata
47	Kitchen Chimney	Hindware, Kutchina

# LIST OF MATERIALS OF APPROVED MAKES/BRANDS OF CIVIL WORKS

SI.No.	Materials	Make/Brand of Materials
1	Strainer	Grandpix, Jaypee
2	White Cement / Putty / Plaster of Paris	JK/Birla/Asian Paints
3	Shuttering for Expansion Joint	Supreme Industries / Shalimar / Jolly Board
4.	Pressure switches	Indfoss, Switzer, DK Instruments, Hosing well, Danfoss
5.	Concrete Admixture / plasticiser	Sika/ Fosroc / BASF/ Pidilite/Bulwark
6	Antitermite Treatment	Pest Control India Ltd. Or Approved by IPCA (Chemical and agency).
7	Aluminium work	ZINDAL/HINDALCO/INDAL
8	Door & Window Hardware, Fittings & Fixtures	GODREJ / DOORSET /HETTICH/ EBCO/ OZONE
9	Aluminium Louvers	Hunter Doglus or equivalent
10	Sealant	Dow Corning/GE, Bulwark Conchem
11	Glass	Saint Gobain, / AIS / ASAHI / HINDUSTAN / PILKINGTON
12	Metal Door (Fire Rated / Non Fire Rated / Acoustic)	Shakti Hormann /Navair/ Signature/ GODREJ / GMP TECHNICAL SOLUTIONS / SUKRITI/
13	Epoxy Coating	Fosroc /STP Ltd./ Sika/Bulwark Conchem
14	Ceramic /Vitrified Tiles	HR / JHONSON/ NITCO/RAK / EURO / KAJARIA / ASIAN GRANITO
15	Fasteners	Fischer /Hilti /wurth
16	Water Proofing	STP Ltd./Sika/Fosroc TERRACO/ PIDILITE / ROFFE/LATICRETE/Bulwark Conchem
17	Interior /Exterior Paint	Akzo Nobel / Asian Paints / Kansai Nerolac / Berger I.C.I / NEROLAC
18	Flush Door / Plywood / Block Board / Veneer	Century /Green Ply /Green Panel / KITPLY / ARCHIDPLY
19	Adhesive For Wood work	Pidilite or equivalent

20	Laminates	Century /Greenlam / Marino
21	False Ceiling Material	Armstrong/ Anutone /Gyproc Saint-Gobain / HUNTER DOUGLAS
22	Roof Sheeting	Tata Bluescope, Multicolor steel Pennar, Dynaroof, BHP, Llyods
23	Sealant / Tape for Expansion Joint	STP Ltd./ Sika /Fosroc
24	Carpet	Forbo / Mapai /Ardex
25	Acoustic	Anutone / Armstrong or equivalent
26	Structural steel	TATA, SAIL, VIZAG, RINL
27	AAC Blocks	J.K.LAKSHMI, AAC India, MAGICRETE, BILTECH, SUPERLITE, BRIKOLITE
28	PVC sheet flooring	ARMSTRONG / TARKETT / GERFLOR / FORBO
29	Injection Grouting	PIDILITE (DR.FIXIT) /SIKA /FOSROC / BASF/Bulwark
30	Non Metallic Surface Hardener	SIKA / BASF / FOSROC / PIDILITE/Bulwark
31	FRP doors & Shutters	FIBREWAYS / SINTEX / KRAFTO GLASS (SILVASSA)
32	Grass flooring	HEGO / BVG / ECOSOFT
33	Polycarbonate Sheets	GE/LEXAN/DPI DAYLIGHTING
34	Grass Paver Blocks/Tiles	UNISTONE / ULTRA /PAVIT/NITCO or equivalent
35	HDPE Membrane for Basement waterproofing	BASF/ STP LTD.
36	Vitreous chinaware water closet, wash basin, urinals, sink etc.	PARRYWARE, HINDWARE, CERA, JAQUAR
37	CP brass fittings & fixtures	JAQUAR, MARC, ESSCO, KOHLER
38	Seat & cover for EWC	COMMANDER, HINDWARE, PARRYWARE,
39	PVC/CI Flushing Cistern	COMMANDER, HINDUSTAN SANITARY WARE,PARRYWARE, DURALITE, JINDAL, PRAYAG
40	Glass Mirror	MODI FLOAT, SAINT GOBIN, ATUL, GOLDEN FISH

41	Stainless steel sink	NIRALI, NEELKANTH, JAYNA, KINGSTON, COBRA, PRAYAG
42	Water coolers	BLUE STAR, VOLTAS, USHA
43	Water Purifier	EUREKA FORBES AQUA GUARD, KENT OR EQUIVALENT
44	Geyser (Electric Water Heater)	RACOLD, VENUS, USHA LEXUS, BAJAJ, CROMPTON GREAVES, AO SMITH (JAQUAR)
45	PVC Water Tank	SINTEX, PLASTO, POLYCON, FUSION, SUPREME, ASHIRWAD
46	G.I/ M.S pipes	TATA, JINDAL, PRAKASH ,SURYA,
47	G.I. fittings	HB, KS, ZOLOTO, UNIK
48	C.I fittings / Specials	KEJRIWAL, UPADHYAY, ORIENT
49	Iron flange	MARK, HAWA ENGG or EQUIVALENT APPROVED
50	Ball valve	SANT, ZOLOTO, LEADER.
51	Gunmetal or copper alloy Gate / Peet / Globe / Check Valve	SANT, LEADER, ZOLOTO, HAWA ENGINEERING, AUDCO
52	Air valve / Kinetic Air valve	ZOLOTO, SANT, HAWA ENGINEERING, IVC
53	Check valves (slim type)	ZOLOTO, SANT, LEADER, CASTLE
54	Butterfly valve	ZOLOTO, SANT, INTER VALVE, CASTLE
55	CI Gate & non-return valve	KIRLOSKAR, SANT, LEADER, UPADHYAY, ZOLOTO
56	Pressure Release Valve	SUZLK, AIRA, MARCK, CASTLE
57	Pressure gauge	FIE-BIG, GURU, BELL
58	Water level control switch	JAYCEE,PROTO, MINILEC, RADAR, AIRA, PUNE TECTROL, ADVANCE, DK INSTRUMENTS.
59	C.I Soil & Waste pipes	NECO, RIFCO, HEPCO
60	UPVC, SWR pipes & Fittings	SUPREME, FINOLEX, AKG, KISAN, PRINCE, ASTRAL
61	CPVC pipes & Fittings	AJAY, ASTRAL, ASHIRWAD, SUPREME, PRINCE,
62	SS Gratings	CHILLY, CAMRY

63	CI / DI manhole covers, frames, Gratings etc	NECO, HEPCO, RIF, SKF, BIC
64	Liquid soap Dispenser & Hand Dryer	EURONICS, UTEC, KOPAL
65	Sensor Operated Auto Flushing System For Urinal	JAQUAR, AOS SYSTEM, ANGASH, EURONICS, UTEC
66	Handicapped Toilet	HINDWARE, PARRYWARE, CERA, JAQUAR
67	Solenoid Valve	ADVANCE, HONEYWELL, SIEMENS,
		AIRA ELECTRO PNEUMATICS, MINILEC
68	Water meter	CAPSTON, KEYCEE, PARAMOUNT
69	Sluice valve / Foot valve	MAYUR, UPADDHAY, IVC, VENUS, KALPANA, KIRLOSKAR, ZOLOTO
70	SFRC frame & cover / gratings	BHARAT, SHREEJI, SS, KK OR APPROVED EQ.
71	HDPE Pipe	Prince, Goutam, Supreme & Astral
72	SBR / EPDM gaskets	Prabhat, Orient, Paul, Durable
73	Pumps & Pump sets	Kirloskar, Mather & Platt, WILO, Crompton Greaves, Jyoti, Calama, BE, Grundfoss, DP, KSB
74	Pipe coat material (pipe protection)	Himal Supply, PYPECOAT, Spanish ,B.M Concor
75	DI pipes & fittings	ELECTROSTEEL, KEJRIWAL, RASHMI, JINDAL,LANCO,KESSORAM
76	Air Blower/ Motor	Everest, Kay, Swam, Usha / GEC, Kirloskar, Crompton, M&P
77	Air Diffusers	Welcome, Scogen
78	Flow Measuring Device	Jaycee Technologies, Creative Engineers
79	Cement (OPC/PPC)	ACC, Shree, J.K, Gujarat Ambuja, Ultratech, Birla, L&T, JP, Star Cement, Dalmia, (Cement from mini cement plants shall not be allowed)
80	Reinforcement Steel (TMT bar)	TATA, SAIL, RINL, VIZAG, Shyam

# LIST OF APPROVED MAKES/BRANDS FOR FIRE FIGHTING SYSTEM

SI. No.	ITEM DESCRIPTION	Make/Brand of Materials
1	Strainer	KOLEY /NVR / LEADER / ZOLOTO / SANT
2	Installation Control Valve with WM-Gong.	MATHER & PLATT / ACE / HD /DE'S / TECHNICO / GEI
3	Single, Double headed landing Valve/Hydrant valve, two-way fire Brigades inlet, Hose reel Drum and Shut off nozzle, Gun metal branch pipe.	MINIMAX / NEWAGE / BHOGILAL / GEI /FIRE SHIELD / /G TECH / EXFLAME
4	Sprinkler Heads/Rosette plate	MATHER & PLATT / HDFIRE PROTECT / TYCO / VIKING
5	Sprinkler flexible pipe	EASYFLEX / NVFLEX / VIKING
6	Rubber pipe for hose reel	YULE / GETECH /MINIMAX / NEWAGE / EXFLAME
7	RRL hose pipe with GM male and female coupling	JAYSHREE / NEWAGE / CRC /GEI GETECH /MINIMAX / EXFLAME
8	Pressure Gauge	H GURU / FIEBIG / WIKA
9	Pressure Switch	SWITZER / /HONEYWELL / DANFOSS / BAUMER
10	Horizontal coupled centrifugal pump	KIRLOSKAR / MATHER &PLATT / KSB/ GRUNDFOS / SAM TURBO
11	Electrical Motor	CROMPTON-GREAVES /ABB / SIEMENS / MARATHON
12	Engine	KIRLOSKAR (KOEL) / CUMMINS / GREAVES / COTTON / ASHOKA
13	Battery	EXIDE / AMARON / LUMINOUS
14	Battery Charger	EXIDE / KELTRON/ HERENE ELECTRO CONTROL /ARGO /AE

SI. No.	ITEM DESCRIPTION	Make/Brand of Materials
15	DOL/Star Delta Starters	L&T / SIEMENS / ABB / SCHNEIDER
16	Switch	L&T / SIEMENS / KAYCEE
17	Portable Fire Extinguishers	FIRESHIELD / MINIMAX / NEWAGE /GETECH
18	PC/Monitor/Keyboard	HP/DELL
19	Flow Switch	SYSTEM SENSOR / POTTER / SWITZER
20	Level Switch	LEVCON / MINILEC
21	Fire Fighter Telephone Jack , Handset and Telephone Module	SIEMENS / COOPER /JOHNSON CONTROL / NOTIFIER
22	Amplifier	NOTIFIER/EDWARDS/SIEMENS /BOSCH/ EV
23	PA Speaker	BOSCH /HEINRICK/BOSE
24	Talkback system	BOSCH / MATRIX /SYNTEL / PANASONIC /AVAYA
25	Digital voice Evacuation system	NOTIFIER / EDWARDS /SIEMENS

# NOTE:

- 1. The samples of the material shall have to be got approved by the Engineer-in-Charge. In case Engineer-in-Charge feels that some material/brand is not meeting the project requirements or proper specifications, the same shall not be allowed even if its brand name is included in list of approved make/ brand above. No claim of contractor on this account shall be entertained for difference in cost etc.
- 2. Material where no make/ brand has been mentioned, ISI samples shall be submitted by the Contractor for approval of Engineer-in-Charge. For those class of materials,

- where no firm exists with ISI approval, sample of first quality material of the firm shall be submitted for the approval of the Engineer-in-Charge.
- 3. Any variation from the above mentioned makes/brands will require specific approval of the Engineer-in-Charge. Equivalency of any item/material shall be determined by the present-day cost of item/material. The items falling within plus/minus (±) 2% of cost shall be treated as equivalent. Rates shall be collected only from the main suppliers / manufacturers for comparison.
- 4. It will be Contractor's responsibility to ensure the quality of products listed in approved list of brands. Contractor will have to replace the defective and substandard materials at his own cost.
- 5. Contractor shall use one make item wise throughout the project in consultation with Engineer-in-Charge.

#### **DECLARATION BY THE BIDDER**

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary/Magistrate)

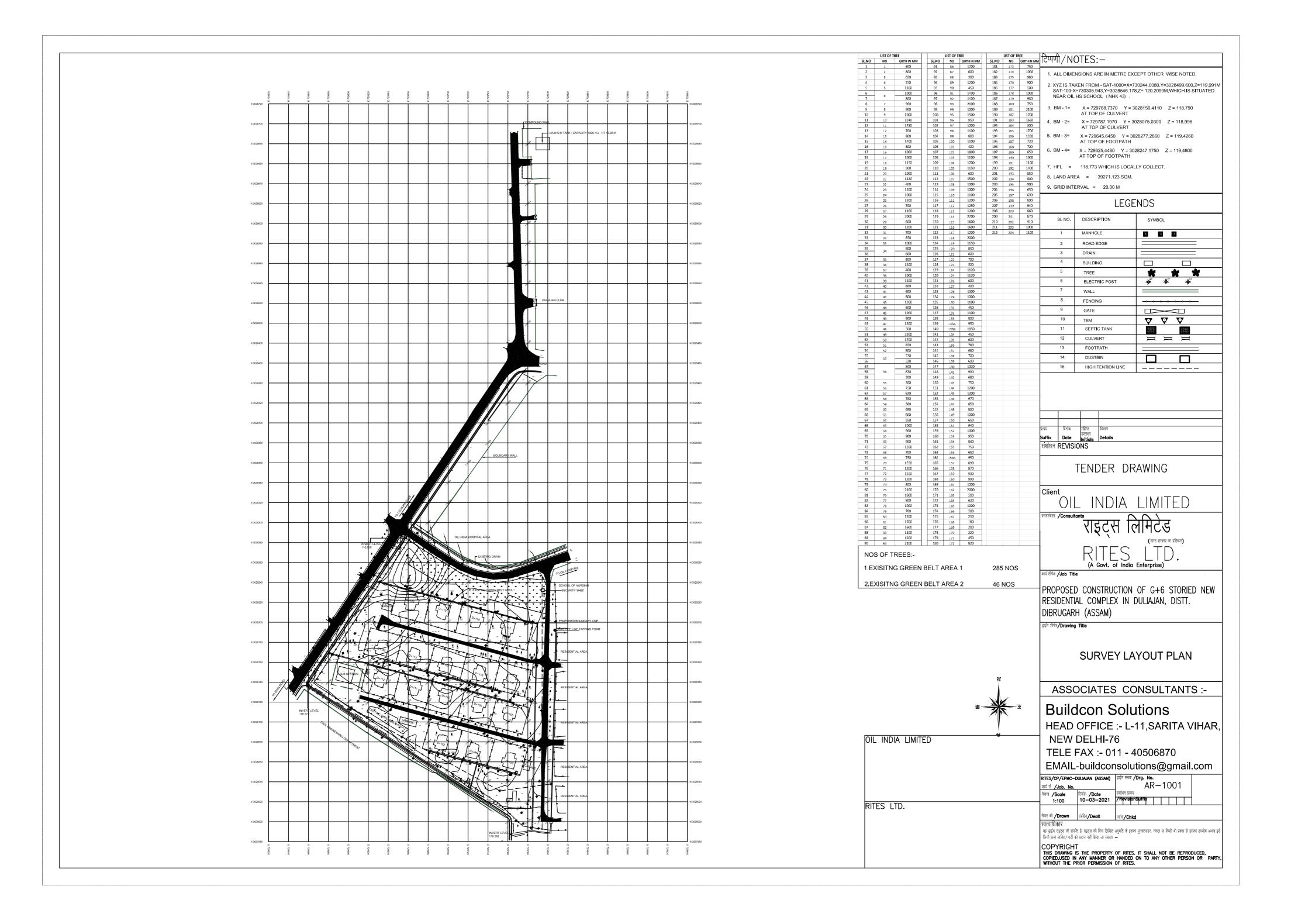
This is to certify that We, M/s..., in submission of this offer confirm that: -

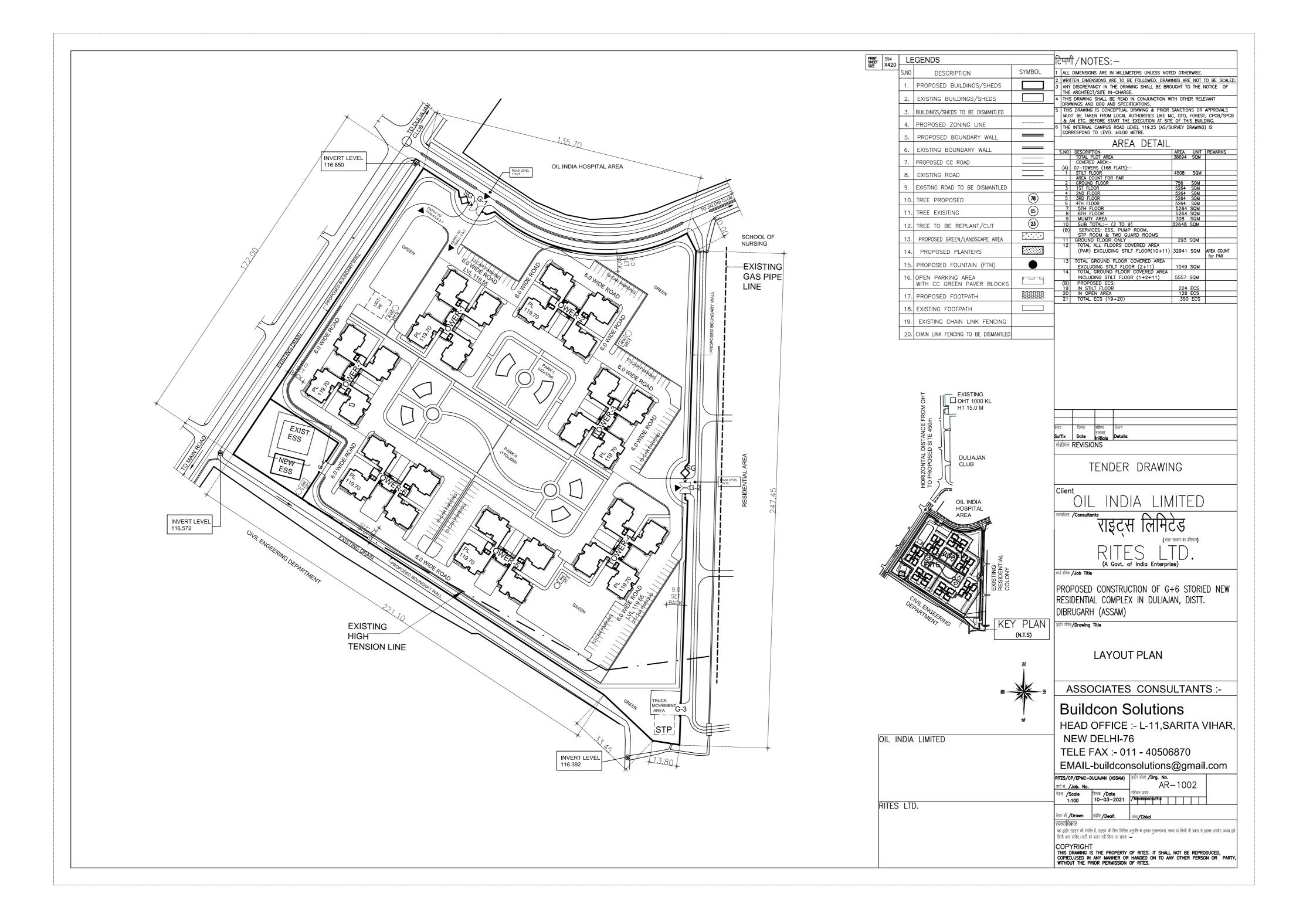
- i) We have visited the site of work and seen the working conditions, approach road/path, availability of water, electricity, construction labour, construction materials and other relevant requirements connected with the work.
- ii) We have neither concealed any information/document which may result in our disqualification nor made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- iii) During the past three years prior to the deadline for submission of bids, no contract awarded to us has been determined.
- iv) No Central/State Government Department/Public Sector Undertaking or Enterprise of Central/State Government has banned/suspended business dealings with us as on date.
- v) We have submitted all the supporting documents and furnished the relevant details as per prescribed format and we agree to submit, without delay additional information/documents which may be demanded by Oil India Limited.
- vi) List of Similar Works satisfying Qualification Criterion indicated in Proforma 1 does not include any work which has been carried out by us through a Subcontractor on a back to back basis.
- vii) The information and documents submitted with the Tender and those to be submitted subsequently by way of clarifications are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- viii) We have not failed to service the principal amount or interest or both of a loan account/credit limit from any Bank or Financial Institution during a period of one year prior to the deadline for submission of bids.

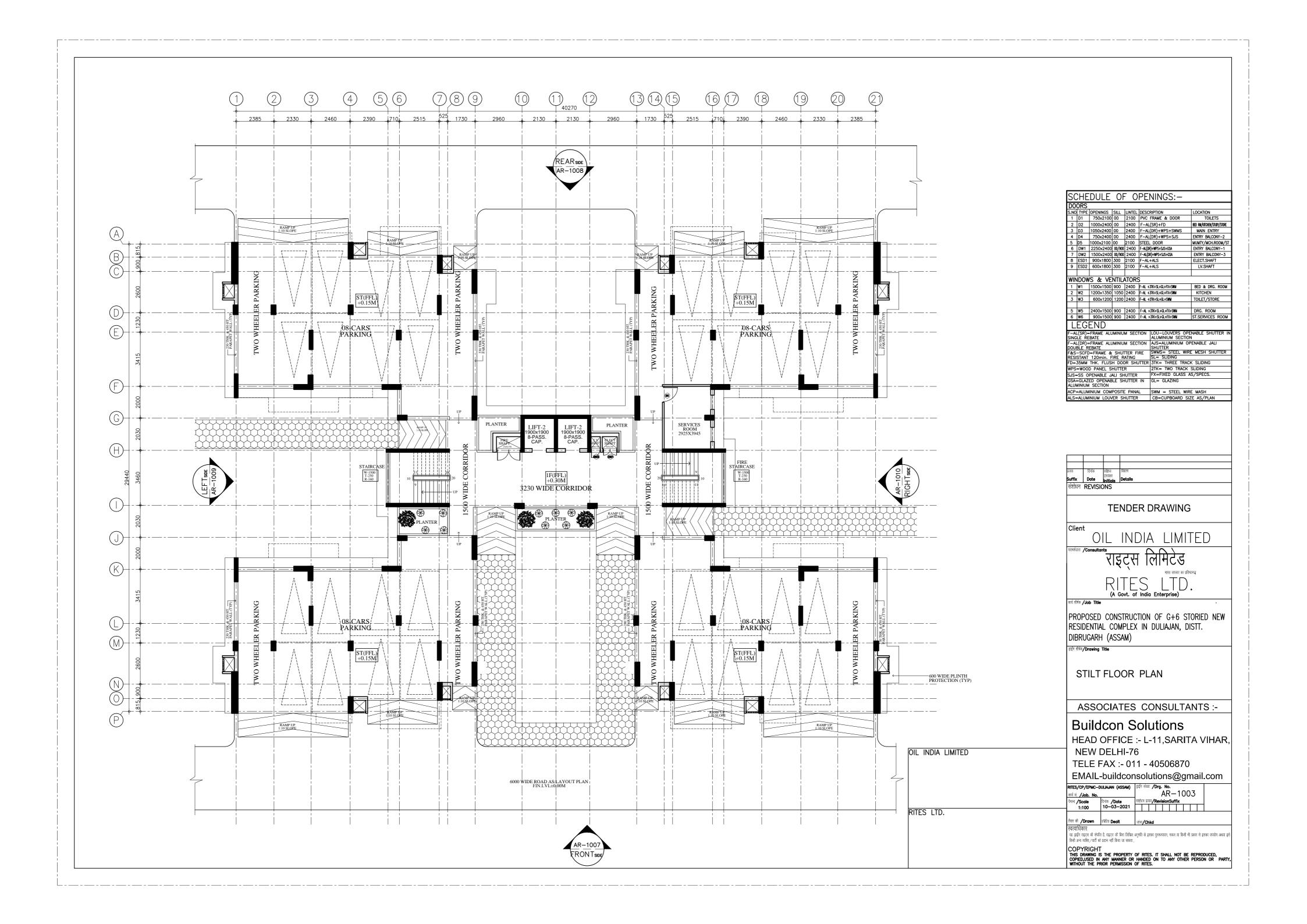
SEAL, SIGNATURE & NAME OF THE BIDDER

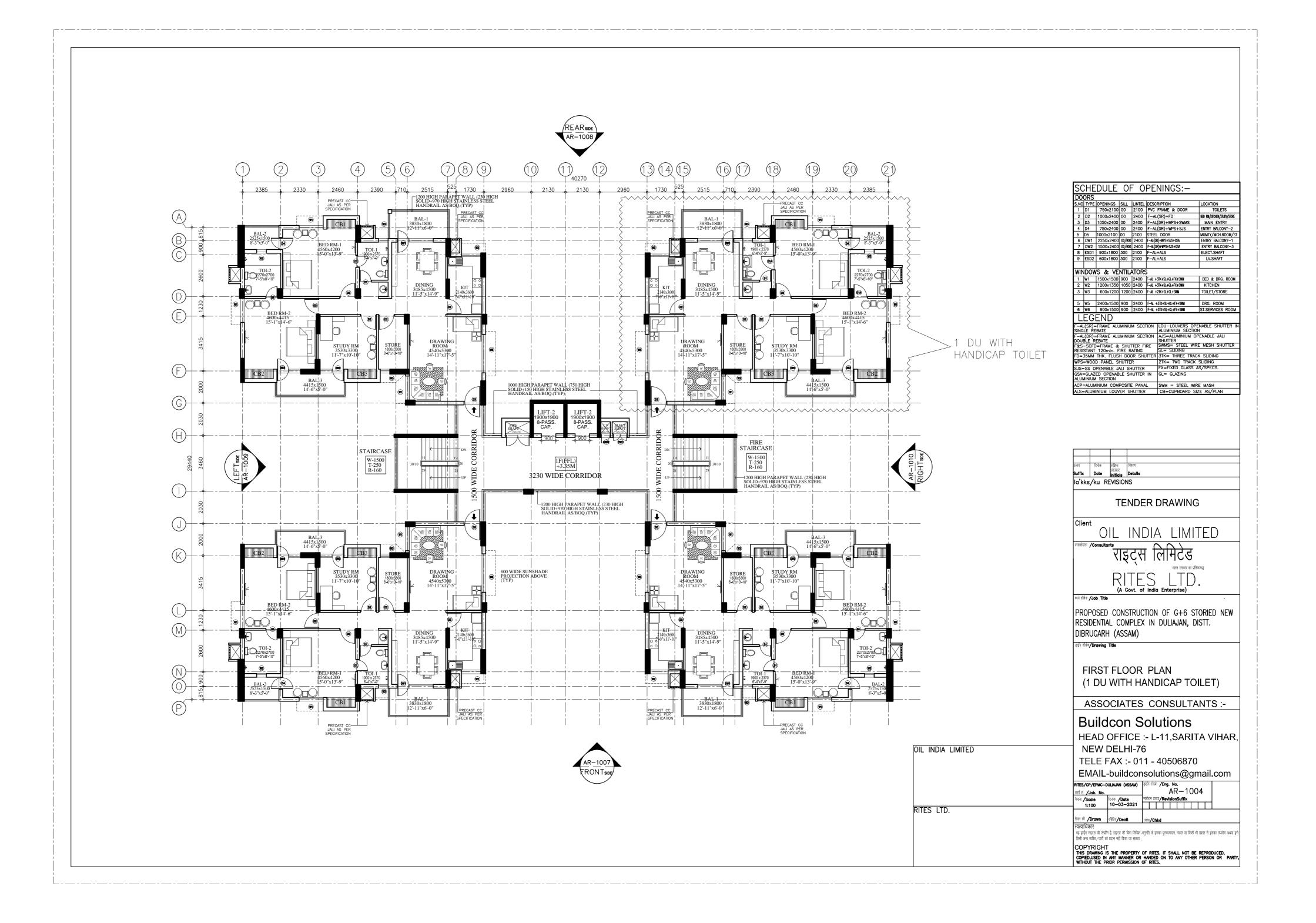
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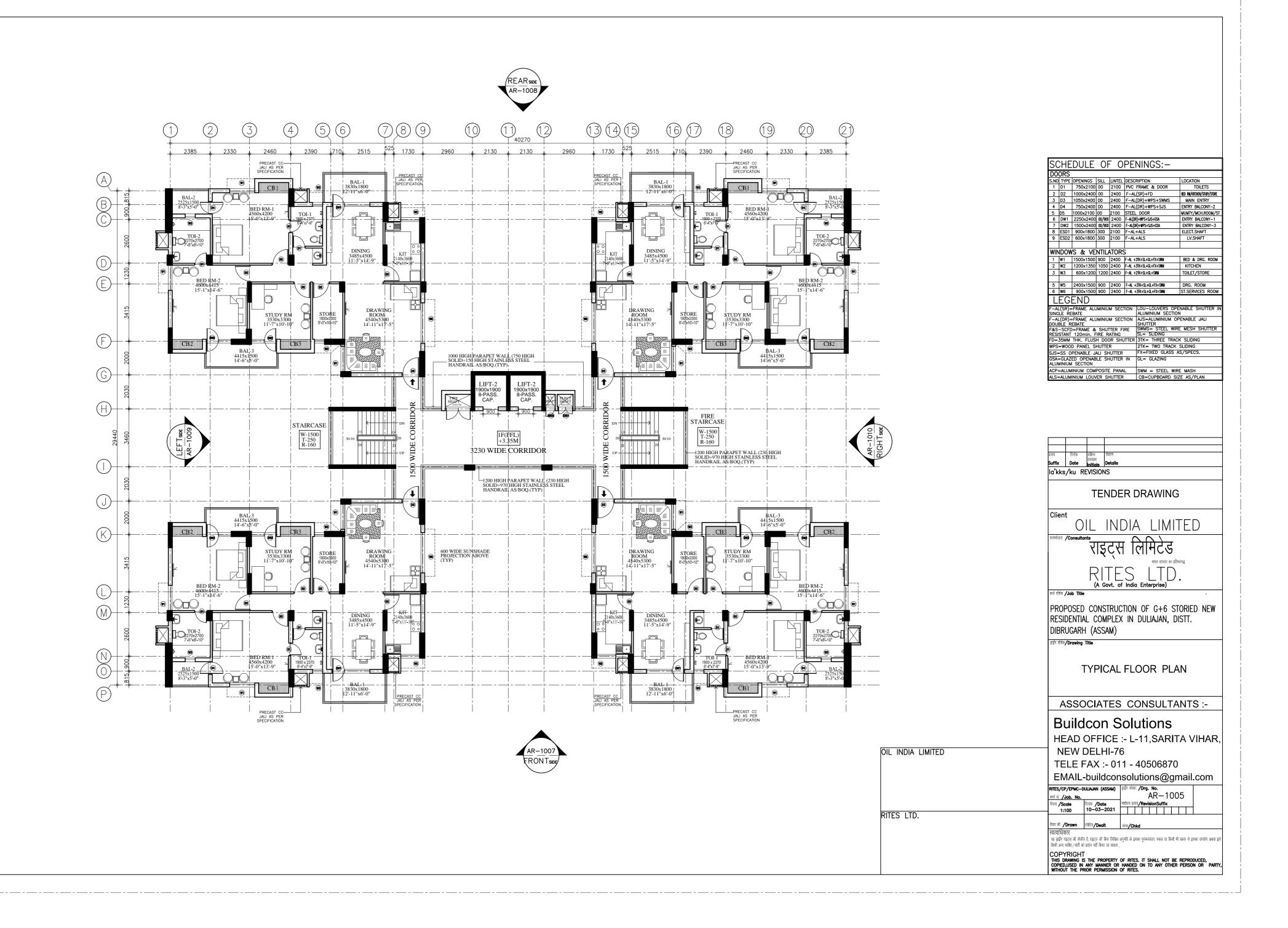
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	ARCHITECTURE				
1	SURVEY LAYOUT PLAN	AR-1001			
2	LAYOUT PLAN	AR-1002			
3	STILT FLOOR PLAN	AR-1003			
4	FIRST FLOOR PLAN	AR-1004			
5	TYPICAL FLOOR PLAN	AR-1005			
6	TERRACE FLOOR PLAN	AR-1006			
7	FRONT ELEVATION	AR-1007			
8	REAR ELEVATION	AR-1008			
9	LEFT SIDE ELEVATION	AR-1009			
10	RIGHT SIDE ELEVATION	AR-1010			
11	SCHEDULE OF FINISHES	AR-1011			
12	STAIRCASE SECTION	AR-1012			
13	CONTROL ROOM/GUARD ROOM BUILDING	AR-1013			
14	GUARD ROOM BUILDING	AR-1014			
15	ELECTRIC SUBSTATION BUILDING	AR-1015			
	STRUCTURE				
16	FOUNDATION LAYOUT PLAN	ST-2001			
17	COLUMN LAYOUT PLAN	ST-2002			
	ELECTRICAL				
18	STILT FLOOR ELECTRICAL LAYOUT PLAN	ELE-3001			
19	TYPICAL FLOOR ELECTRICAL LAYOUT PLAN	ELE-3002			
20	SINGLE LINE DIAGRAM ELECTRICAL	ELE-3003			
	PLUMBING				
21	STILT FLOOR PLUMBING LAYOUT PLAN	PL-4001			
22	TYPICAL FLOOR PLUMBING LAYOUT PLAN	PL-4002			
23	TERRACE FLOOR PLUMBING LAYOUT PLAN	PL-4003			
24	WATER SUPPLY SCHEMATIC PLAN	PL-4004			
	FIRE FIGHTING				
25	STILT FLOOR FIRE FIGHTING LAYOUT PLAN	FF-5001			
26	TYPICAL FLOOR FIRE FIGHTING LAYOUT PLAN	FF-5002			
27	TERRACE FLOOR FIRE FIGHTING & DETAIL	FF-5003			
	EXTERNAL SERVICES				
28	EXTERNAL WATER SUPPLY LAYOUT PLAN	EXT-6001			
29	EXTERNAL SEWERAGE LAYOUT PLAN	EXT-6002			
30	EXTERNAL DRAINAGE LAYOUT PLAN	EXT-6003			
31	EXTERNAL ELECTRICAL CABLE & STREET LIGHT LAYOUT PLAN	EXT-6004			

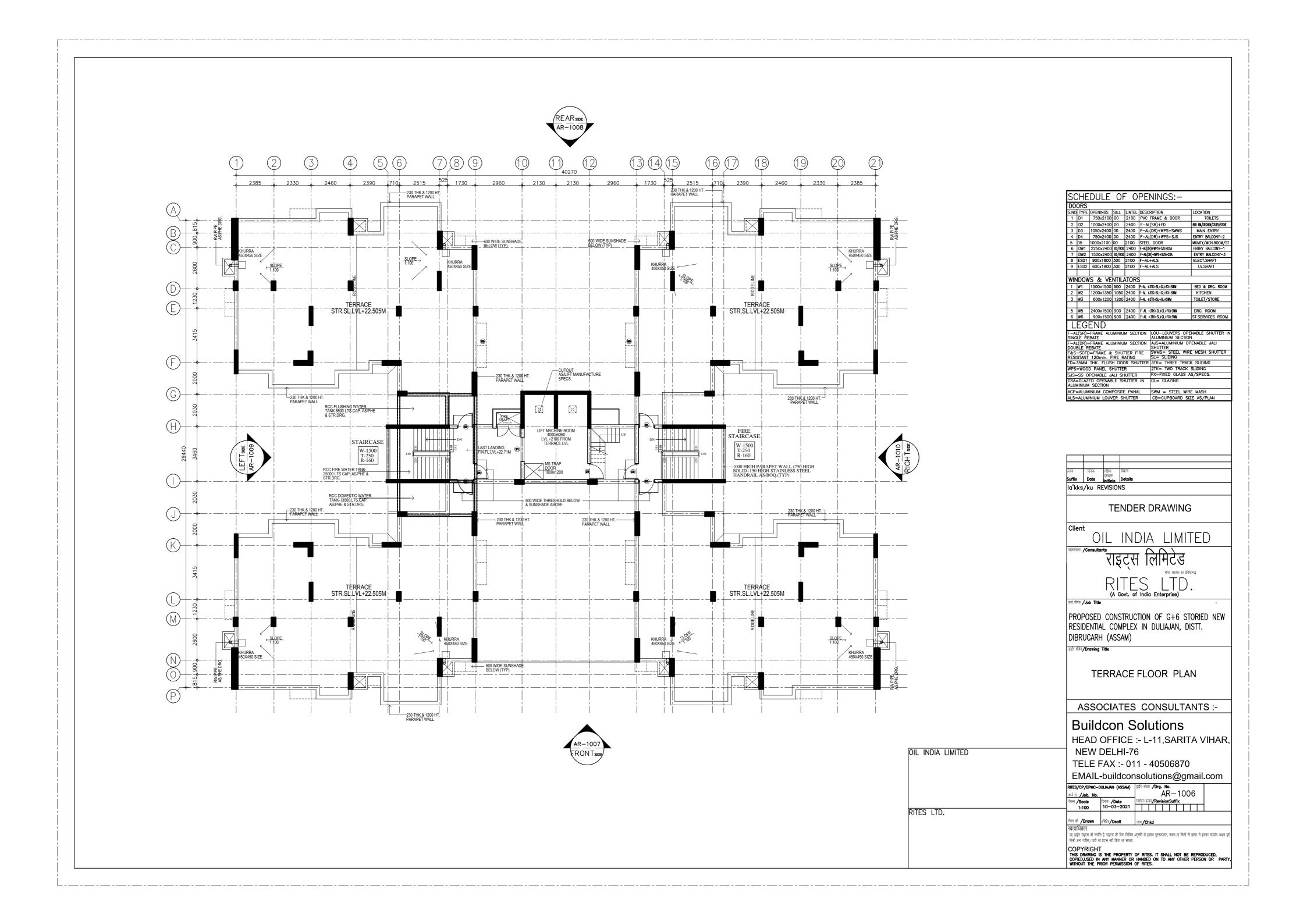












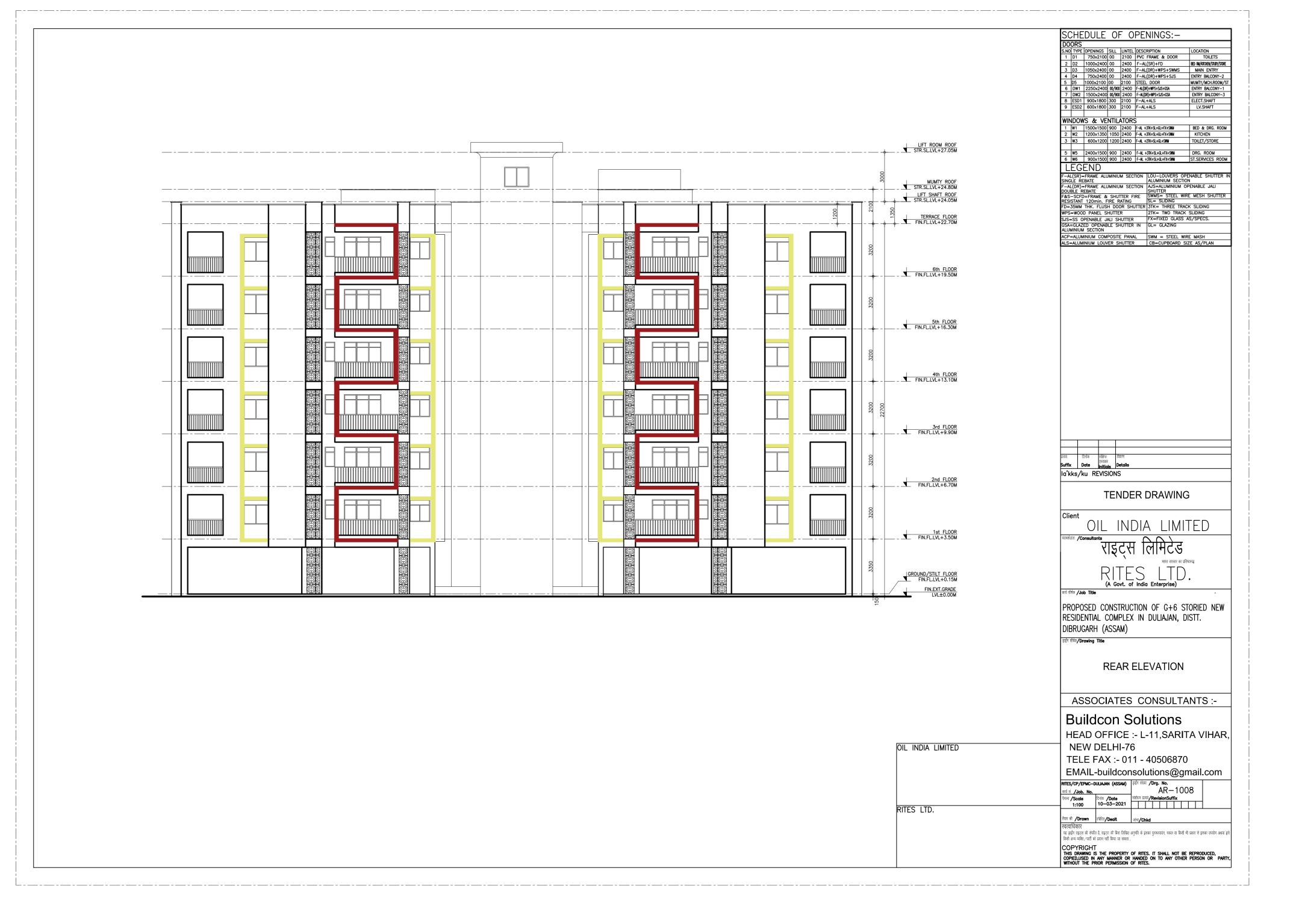


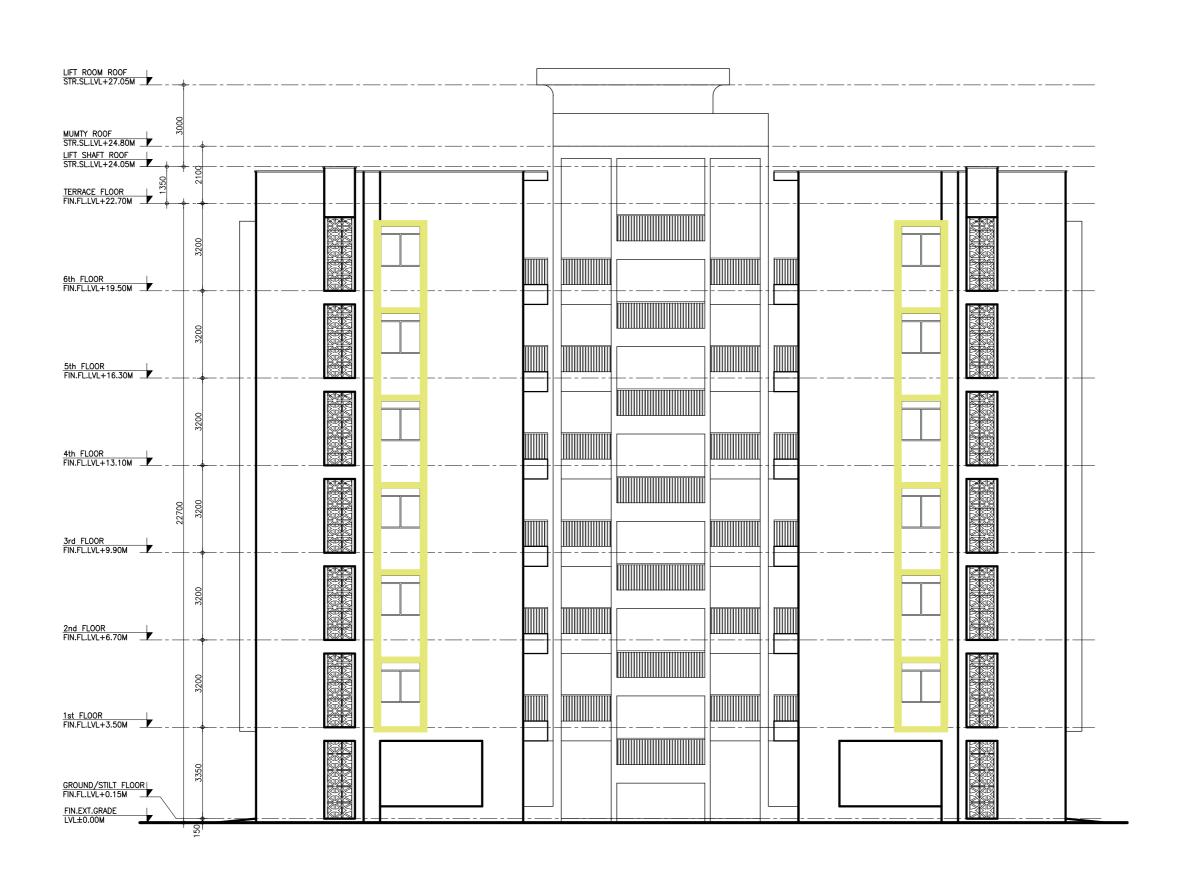
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5 6	D5 DW1	1000x210 2250x240	00/900			_ DOOR R)+WPS+SJS+GSA	MUMTY/MCH.ROOM/ST ENTRY BALCONY-1
7 8	DW2 ESD1	1500x240 900x180	<del>-</del>	2400 2100	F-AL(D	R)+WPS+SJS+GSA +ALS	ELECT.SHAFT
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3	W3	600x120	1200	2400	F-AL +	2TK+SL+GL+SWM	TOILET/STORE
5	W5 W6	2400x150 900x150		2400 2400	_	+3TK+SL+GL+FX+SWM +3TK+SL+GL+FX+SWM	DRG. ROOM ST.SERVICES ROOM
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OIL INDIA LIMITED

RITES LTD.

SCHEDULE OF OPENINGS:-





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OIL INDIA LIMITED  पार्वाचा /Consultants  VIइंट्स लिनिटंड  RITES LTD. (A GOVL of India Enterprise)  व्यवं क्षेत्र /Job Title  PROPOSED CONSTRUCTION OF G+6 STORIED NEW RESIDENTIAL COMPLEX IN DULIAJAN, DISTT. DIBRUGARH (ASSAM)  व्यवं क्षित्र/Drowing Title  LEFT ELEVATION  ASSOCIATES CONSULTANTS:-  Buildcon Solutions  HEAD OFFICE:- L-11,SARITA VIHAR NEW DELHI-76  TELE FAX:- 011 - 40506870  EMAIL-buildconsolutions@gmail.com  RTES/CP/EPUC-DULIAJAN (ASSAN)  व्यवं त्री /Job. No.  पार्वा /Job No.  पार्वा /Job /Job   पार्व /Job /Job /  /Job /Job /Job /Job /   पार्व /Job /Job /Job /   पार्व /Job /Job /Job /	OIL INDIA LIMITED  प्राप्तिका /Consultants  VIइट्स लिम्टिड  RITES LTD. (A Govt. of India Enterprise)  व्यत स्वाला का प्रीराज्यद  RESIDENTIAL COMPLEX IN DULIAJAN, DISTT.  DIBRUGARH (ASSAM)  इदि सिंकः/Drawing Title  LEFT ELEVATION  ASSOCIATES CONSULTANTS:-  Buildcon Solutions  HEAD OFFICE:- L-11,SARITA VIHAR  NEW DELHI-76  TELE FAX:- 011 - 40506870  EMAIL-buildconsolutions@gmail.com  RITES/CP/EPIAC-DULAJAN (ASSAM)  इदि सेटिंग /Dook No.  अर्था (Jobob No.  प्रिकार (Jobob No.  प्रमाण	Suffix Date	हस्ताक्षर Initia REVIS	Deta	ails	DRAWIN	 G
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स्वत्वाधिकार	स्वरचाधिकार यह ब्राईंग राइट्स की संगति है. राइट्स की बिना लिखित अनुमति के इसका पुनरुत्पादन, नकल या किसी भी प्रकार से इसका उपयोग अथवा किसी अन्य व्यक्ति/पार्टी को प्रदान नहीं किया जा सकता .	NEW TELE	DEIFAX	( :- ( ildc( n (assau /Date	011 - onsol अ) ब्राईग संस् संशोधन प्र	utions@g // /Drg. No. AR-10	
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			SINGLE REBATE F-AL(DR)=FRA DOUBLE REBATE F-AL(DR)=FRA DOUBLE REBATE F-AL(DR)=FRA DOUBLE RESIDENTIAL TARGET F-AL(DR)=FRA SINGLE F-AL(DR)=FRA SINGL	SINGLE ŘEBATE F-AL(DR)=FRAME ALL DOUBLE REBATE F&S-SCPD=FRAME & RESISTANT 120min. F FD=35MM THK. FLUS WPS=WOOD PANEL S SJS=SS OPENABLE J GSA=GLAZED OPENAB ALUMINIUM SECTION ACP=ALUMINIUM COM ALS=ALUMINIUM LOUV  TO CLIENT  CLIENT  CLIENT  CLIENT  CLIENT  CLIENT  CLIENT  CLIENT  AND TITLE  PROPOSED CO RESIDENTIAL O DIBRUGARH (A  SIĞT शीर्षक / Drowing Title  L  ASSOCI	SINGLE ŘEBATE F-AL(DR)=FRAME ALUMINIUM DOUBLE REBATE F&S-SCPD=FRAME & SHUTER RESISTANT 120min. FIRE RAT RESIDENTIAL COMPOSITE ALS=ALUMINIUM LOUVER SHI  UNITAL PROPOSED CONSTR RESIDENTIAL COMPOSED CONSTR RESIDENTIAL COMPOSITE RESIDENTIA	SINGLE REBATE F-AL(DR)=FRAME ALUMINIUM SECTION DOUBLE REBATE F&S-SCPD=FRAME & SHUTTER FIRE RESISTANT 120min. FIRE RATING FD=35MM THK. FLUSH DOOR SHUTTER WPS=WOOD PANEL SHUTTER SJS=SS OPENABLE JALI SHUTTER IN ALUMINIUM SECTION ACP=ALUMINIUM COMPOSITE PANAL ALS=ALUMINIUM LOUVER SHUTTER Suffix Dote Initials Id'kks/ku REVISIONS  TENDER  Client  Client	SINGLE REBATE P-ALLORP-FRAME ALUMINIUM SECTION DOUBLE REBATE PAGS-SCPD-FRAME & SHUTTER FIRE PAGS-SCPD-FRAME & SHUTTER FIRE RESISTANT 120min. FIRE RATING FD-35MM THK. FLUSH DOOR SHUTTER RESISTANT 120min. FIRE PATING FD-35MM THK. FLUSH DOOR SHUTTER RESISTANT 120min. FIRE PATING SMSS—SUBJING TS—SUBJING SINGLE REBATE RESISTANT 120min. FIRE RATING SMSS—SUBJING TS—SUBJING SINGLE REBATE RESISTANT 120min. FIRE PATING SMSS—SUBJING TIKE THREE TR WFS-WOOD PANEL SHUTTER SISS—SUBJING SSA-GLAZED OPENABLE SHUTTER IN ALUMINUM SECTION ACP-ALUMINIUM COMPOSITE PANAL SWM = STEEL V ACP-ALUMINIUM SECTION ACP-ALUMINIUM COMPOSITE PANAL SWM = STEEL V ACP-ALUMINIUM COMPOSITE PANAL SWM = STEL V ACP-ALUMINIUM COMPOSITE PANAL SWM = STELV TWO TAKE THE



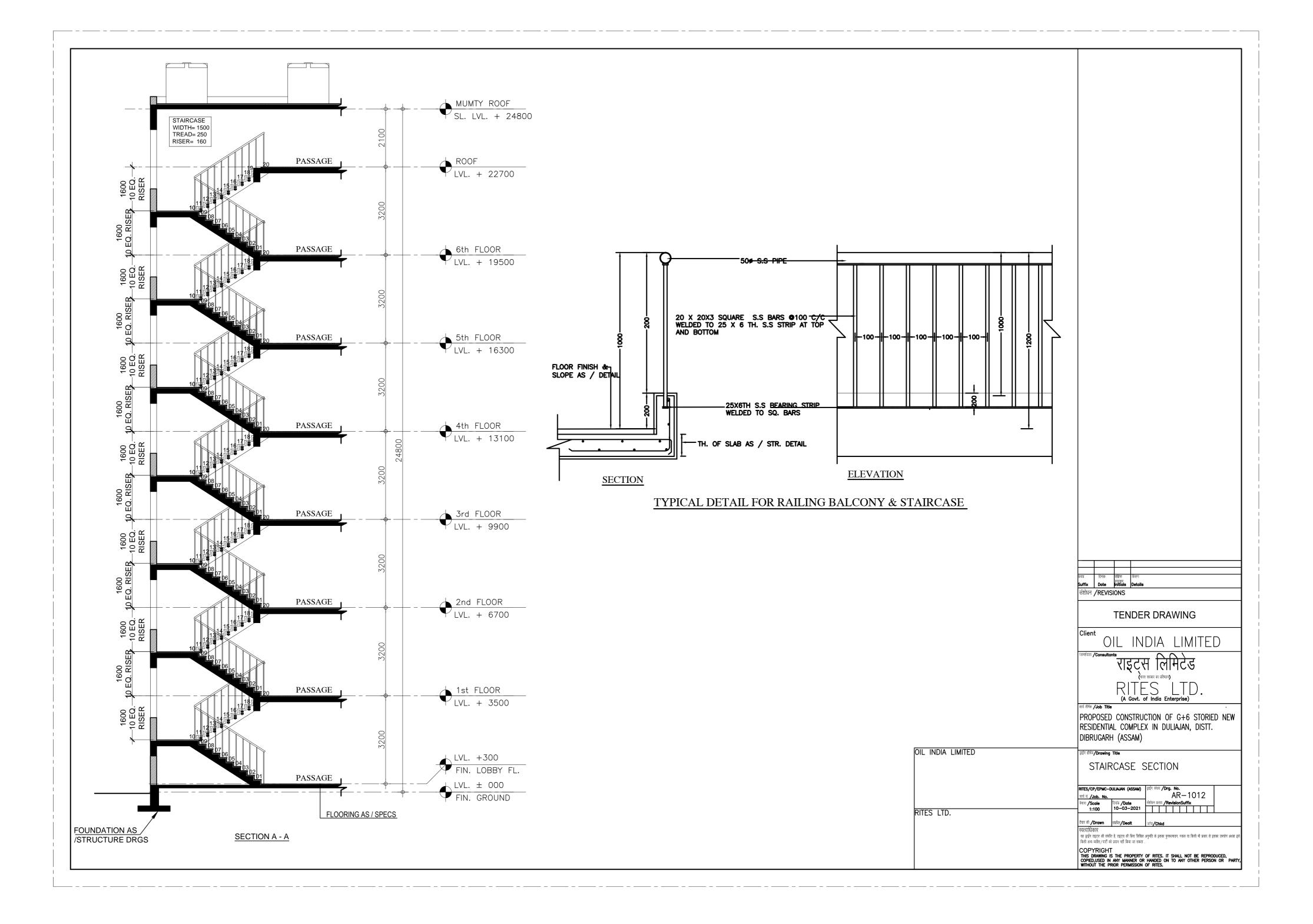
	SCHEDULE OF OPENINGS:-
	S.NO TYPE OPENINGS SILL LINTEL DESCRIPTION LOCATION
	1 D1 750x2100 00 2100 PVC FRAME & DOOR TOILETS 2 D2 1000x2400 00 2400 F-AL(SR)+FD BD RI/MICHEN/SIDIV/SIDIR
	3 D3 1050x2400 00 2400 F-AL(DR)+WPS+SWMS MAIN ENTRY 4 D4 750x2400 00 2400 F-AL(DR)+WPS+SJS ENTRY BALCONY-2
	5 D5 1000x2100 00 2100 STEEL DOOR MUMTY/MCH.ROOM/ST
	6 DW1 2250×2400 00/900 2400 F-AL(DR)+MPS+SIS+GSA ENTRY BALCONY-1 7 DW2 1500×2400 00/900 2400 F-AL(DR)+MPS+SIS+GSA ENTRY BALCONY-3
	8         ESD1         900x1800         300         2100         F-AL+ALS         ELECT.SHAFT           9         ESD2         600x1800         300         2100         F-AL+ALS         LV.SHAFT
	WINDOWS & VENTILATORS  1   W1   1500x1500  900   2400   F-AL +3TK+5L+GL+FX+5WM   BED & DRG. ROOM
	2 W2 1200x1350 1050 2400 F-AL +3TK+SL+GL+FX+SWM KITCHEN
	3 W3 600×1200 1200 2400 F-AL +2TK+SL+SIM TOILET/STORE
	5 W5 2400x1500 900 2400 F-AL +3TK+SL+GL+FX+SWM DRG. ROOM 6 W6 900x1500 900 2400 F-AL +3TK+SL+GL+FX+SWM ST.SERVICES ROOM
	LEGEND
	F-AL(SR)=FRAME ALUMINIUM SECTION   LOU-LOUVERS OPENABLE SHUTTER IN SINGLE REBATE   ALUMINIUM SECTION
	F-AL(DR)=FRAME ALUMINIUM SECTION   AJS=ALUMINIUM OPENABLE JALI DOUBLE REBATE SHUTTER
	F&S-SCFD=FRAME & SHUTTER FIRE RESISTANT 120min. FIRE RATING SWMS= STEEL WIRE MESH SHUTTER SL= SLIDING
	FD=35MM THK. FLUSH DOOR SHUTTER 3TK= THREE TRACK SLIDING WPS=WOOD PANEL SHUTTER 2TK= TWO TRACK SLIDING
	SJS=SS OPENABLE JALI SHUTTER FX=FIXED GLASS AS/SPECS.  GSA=GLAZED OPENABLE SHUTTER IN GL= GLAZING
	ALUMINIUM SECTION
	ACP=ALUMINIUM COMPOSITE PANAL SWM = STEEL WIRE MASH ALS=ALUMINIUM LOUVER SHUTTER CB=CUPBOARD SIZE AS/PLAN
	प्रत्यय दिनांक संक्षेप्त विकरण
	प्रत्यय दिनांक संक्षित विकल्ण Suffix Date Initials Details
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	Suffix Date Initials Details Ila'kks/ku REVISIONS  TENDER DRAWING  Client OIL INDIA LIMITED  परमर्शवता /Consultants राइट्स लिमिटेड  शारत सरकार का प्रतिष्टानह  (A Govt. of India Enterprise)  कार्य शीर्क /Job Title  PROPOSED CONSTRUCTION OF G+6 STORIED NEW RESIDENTIAL COMPLEX IN DULIAJAN, DISTT.
	Suffix Date Initials Details Ila'kks/ku REVISIONS  TENDER DRAWING  Client  OIL INDIA LIMITED  परामर्याया /Consultants  राइट्स लिमिटड  मारत सरकार का प्रतिधानड  RITES LTD.  (A Govt. of India Enterprise)  कार्य शीर्षक /Job Title  PROPOSED CONSTRUCTION OF G+6 STORIED NEW
	Suffix Date Initials Details Ila'kks/ku REVISIONS  TENDER DRAWING  Client  OIL INDIA LIMITED  परामर्याया /Consultants  राइट्स लिम्टिड  मारत सरकार का प्रतिचानह  हार्चि प्राप्त परकार का प्रतिचानह  (A Govt. of India Enterprise)  कार्य शीर्षक /Job Title  PROPOSED CONSTRUCTION OF G+6 STORIED NEW RESIDENTIAL COMPLEX IN DULIAJAN, DISTT.  DIBRUGARH (ASSAM)
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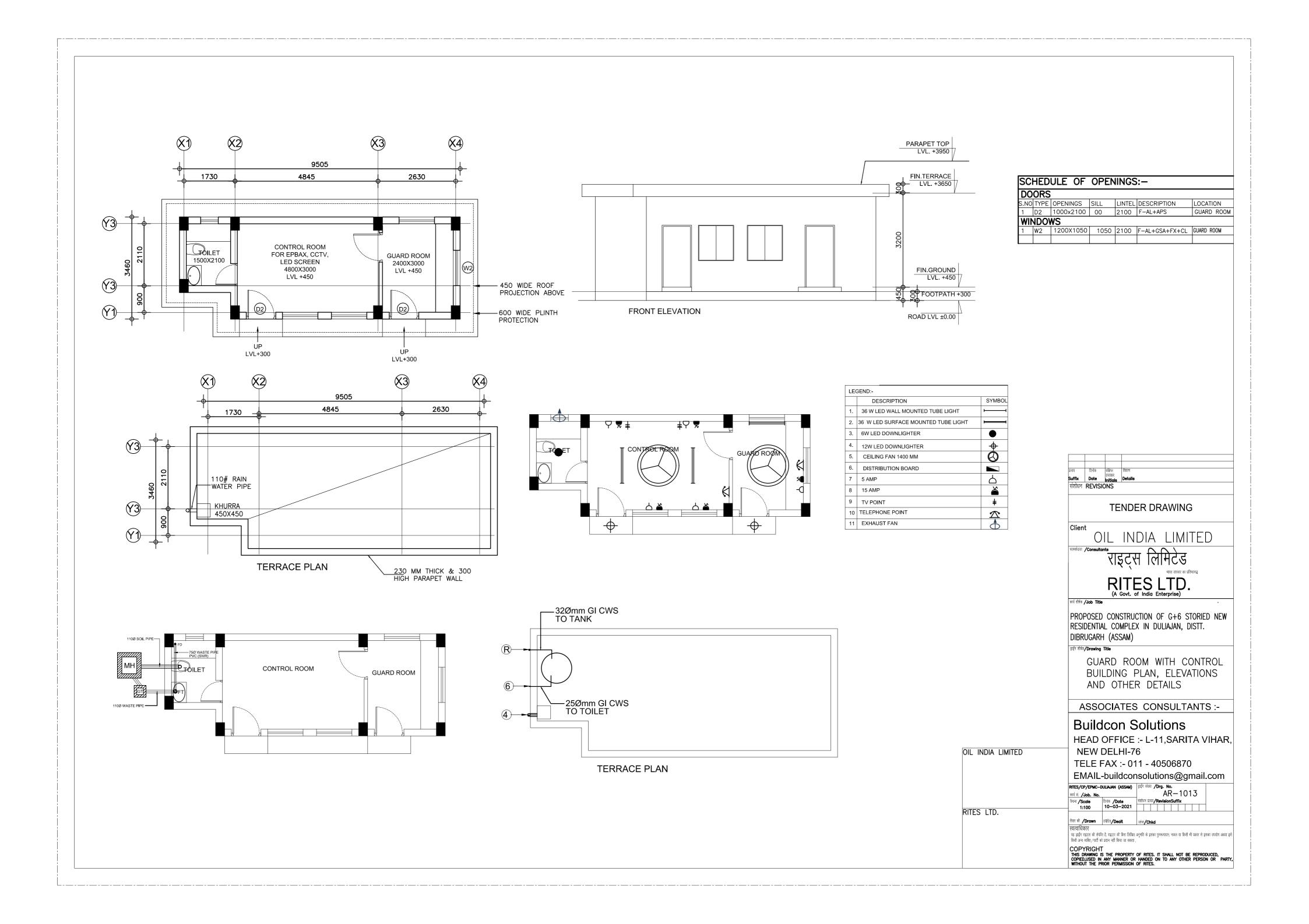
		SCHEDULE OF	FINISHES		
) AREA	FLOORING	SKIRTING/DADO	WALLS	CEILING	OTHERS
ALL ENTRIES & STAIRCASES TREADS & RISERS	18MM THK. FLAMED GRANITE STONE FLOORING (ALL TREADS) ON 20MM THK. (AVG.) CEMENT MORTAR BASE & (ALL RISERS) ON 12MM THK. CEMENT MORTAR BACKUP AS/BOQ. (COLOR-Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)	100MM HIGH & 18MM THK. POLISHED GRANITE STONE ON 12MM THK. CEMENT MORTAR BACKUP AS/BOQ.	DISTEMPERING TWO OR MORE COATS WITH 1ST QUALITY ACRYLIC DISTEMPER (READY MIXED) VOC CONTENT LESS THAN 50gms/Its ON WATER THINNABLE CEMENT PRIMER COAT ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	THREE OR MORE COATS WHITE WASHING WITH LIME ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	STAINLESS STEEL RAILING AS/BOQ. 900MM HIGH ALONG STAIRCASE SLOPE & 1000MM HIGH FOR MID LANDINGS & BALCONIES RAILING
ALL FLOOR CORRIDORS, LIFT LOBBY, ALL STAIRCASES GROUND FLOOR AREA, MID LANDINGS & ALL MUMTY AREA	ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/BOQ.	100MM HIGH & 18MM THK. POLISHED GRANITE STONE ON 12MM THK. CEMENT MORTAR BACKUP AS/BOQ. AND IN LIFT LOBBY WALLS UPTO CEILING LEVEL	DISTEMPERING TWO OR MORE COATS WITH 1ST QUALITY ACRYLIC DISTEMPER (READY MIXED) VOC CONTENT LESS THAN 50gms/lts ON WATER THINNABLE CEMENT PRIMER COAT ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	
STILT FLOOR: ALL PARKING, RAMP AREA & ALL TYPE SHAFTS	62MM THK. HARDONITE FLOORING ON 105MM THK. CEMENT MORTAR BASE ON 150MM THK. SAND FILLING AS/BOQ.	100MM HIGH & 18MM THK. CEMENT PLASTER SKIRTING AS/BOQ.	DISTEMPERING TWO OR MORE COATS WITH 1ST QUALITY ACRYLIC DISTEMPER (READY MIXED) VOC CONTENT LESS THAN 50gms/lts ON WATER THINNABLE CEMENT PRIMER COAT ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	THREE OR MORE COATS WHITE WASHING WITH LIME ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	
ALL KITCHENS & TOILETS	300X300MM SIZE GLAZED CERAMIC FLOORING TILES (ANTI SKID) THK. AS/MANF. SPECS. ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/BOQ.	2250MM HIGH & FIRST QUALITY CERAMIC GLAZED WALL TILES THK. AS/MANF. SPECS. ON 12MM THK. CEMENT MORTAR BACKUP AS/BOQ.	DISTEMPERING TWO OR MORE COATS WITH 1ST QUALITY ACRYLIC DISTEMPER (READY MIXED) VOC CONTENT LESS THAN 50gms/lts ON WATER THINNABLE CEMENT PRIMER COAT ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	THREE OR MORE COATS WHITE WASHING WITH LIME ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	
ALL ROOMS 1st TO 6th FLOOR	800X800MM SIZE VITRIFIED FLOORING TILES THK. AS/MANF. SPECS. ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/BOQ.	100MM HIIGH & VITRIFIED FLOORING TILES THK. AS/MANF. SPECS. ON 12MM THK. CEMENT MORTAR BACKUP AS/BOQ.	DISTEMPERING TWO OR MORE COATS WITH 1ST QUALITY ACRYLIC DISTEMPER (READY MIXED) VOC CONTENT LESS THAN 50gms/lts ON WATER THINNABLE CEMENT PRIMER COAT ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	THREE OR MORE COATS WHITE WASHING WITH LIME ON 2MM THK. PLASTER OF PARIS PUTTY ON CEMENT PLASTER AS/BOQ.	
KITCHEN & WASH BASIN COUNTERS	TOP AND FACIA FINISHED WITH 18MM THK. POLISHED GRANITE STONE ON	20MM THK. (AVG.) CEMENT MORTAR BASE/12MM THK. CEMENT MOF	RTAR BACKUP AS/BOQ.	•	•
EXTERNAL WALLS, WINDOW & VENTILATORS ALL SIDES AND ALL TERRACE PARAPET COPING	40MM THK. CHISEL DRESSED RED & WHITE SAND STONE WALL CLADDING	ON 12MM THK. CEMENT MORTAR BACKUP (30% RED ON FRAMING V	WORK & 70% WHITE ON REMAINING WORK) UP TO S+2 STORIED HE	EIGHT AND STONE FINISH TEXTURE COATING ABOVE AND	UP TO ROOF LEVEL AS/BOQ.
TERRACE ROOF	ROOF TOP FINISHED WITH 300X300MM SIZE HEAT RESISTANT TERRACE TILES ON 2	20MM THK. CEMENT MORTAR BED ON BRICK BAT COBA TREATMENT LAID TO	SLOPE (1:100) TOWARDS DRAINAGE OUTLET AS/BOQ. UNLESS SPECIFIED	OTHERWISE	
ALL DOORS, WINDOWS & VENTILATORS		OF ANODIZED ALUMINUM SECTIONS AS /MANF. SPECS. & BOQ.			
MASONRY WORK IN SUPERSTRUCTURE CONCRETE WORK	ALL MASONRY WALL IN SUPERSTRUCTURE SHALL BE OF BRICKS AS/BOQ.  ALL CONCRETE WORK SHALL BE USED READY MIXED CEMENT CONCRETE AS/BOQ.				
	ALL ENTRIES & STAIRCASES TREADS & RISERS  ALL FLOOR CORRIDORS, LIFT LOBBY, ALL STAIRCASES GROUND FLOOR AREA, MID LANDINGS & ALL MUMTY AREA  STILT FLOOR: ALL PARKING, RAMP AREA & ALL TYPE SHAFTS  ALL KITCHENS & TOILETS  KITCHEN & WASH BASIN COUNTERS EXTERNAL WALLS, WINDOW & VENTILATORS ALL SIDES AND ALL TERRACE PARAPET COPING TERRACE ROOF	ALL ENTRIES & STAIRCASES TREADS & RISERS  18MM THK. FLAMED GRANITE STONE FLOORING (ALL TREADS) ON 20MM THK. (AVG.) CEMENT MORTAR BASE & (ALL RISERS) ON 12MM THK. CEMENT MORTAR BASE & (ALL RISERS) ON 12MM THK. CEMENT MORTAR BASE & (ALL RISERS) ON 12MM THK. CEMENT MORTAR BASE & (ALL RISERS) ON 20MM THK. CEMENT MORTAR BASE AS/OU. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. POLISHED GRANITE STONE FLOORING ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE & (ALL RISERS) ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. (AVG.) CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. (AVG.) CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. (AVG.) CEMENT MORTAR BASE AS/OIL APPD. SAMPLE)  18MM THK. (EMENT MORTAR BASE AS/OIL APPD. SAMPLE)  18MM THK. (EMENT MORTAR BASE AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTAR BASE AS/OO. (COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  18MM THK. CEMENT MORTA	AREA  ALL ENTRIES & STAIRCASES TREADS &  ALL ENTRIES & STAIRCASES TREADS &  ALL FLOOR CORRIDORS, LIFT LOBBY, ALL  ALL FLOOR AREA, MID  ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/BOQ.  (COLOR-Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  STILT FLOOR: ALL PARKING, RAMP AREA  & ALL TYPE SHAFTS  300X300MM SIZE GLAZED CERAMIC FLOORING ON 105MM THK. (AVG.) CEMENT MORTAR BASE AS/BOQ.  ALL KITCHENS & TOILETS  300X300MM SIZE GLAZED CERAMIC FLOORING TILES  (ANTI SKID) THK. (AS/MANF. SPECS. ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/BOQ.  ALL ROOMS 1st TO 6th FLOOR  800X800MM SIZE VITRIFIED FLOORING TILES THK. AS/MANF. SPECS. ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/BOQ.  KITCHEN & WASH BASIN COUNTERS  EXTERNAL WALLS, WINDOW & VENTILATORS ALL  SIDES AND ALL TERROEC PARAPET CORING  ALL DOORS, WINDOWS & VENTILATORS  ALL	ALL ENTRIES & STARCASES TREADS & DISTAMPSING GRANITE STONE FLOOPING (ALL TIREADS) ON 12MM THK. CAMENT MORTAR BASE & (ALR BISSRS) ON 12MM THK. CAMENT MORTAR BASE & (ALR BISSRS) ON 12MM THK. CAMENT MORTAR BASE & (ALR BISSRS) ON 12MM THK. CAMENT MORTAR BASE & (ALR BISSRS) ON 12MM THK. CAMENT MORTAR BASE & (ALR BISSRS) ON 12MM THK. CAMENT MORTAR BASE & (ALR BISSRS) ON 12MM THK. CAMENT MORTAR BASE & (ALR BISSRS) ON 12MM THK. CAMENT MORTAR BASE & (ALR BISSRS) ON 12MM THK. CAMENT MORTAR BASE (AS /BOO.  ALL FLOOR CORRIDORS, LIFT LOBBY, ALL STARCASES GROUND FLOOR AREA, MID LANDINGS & ALL MUMITY AREA  LANDINGS & ALL MUMITY AREA  COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  ON 20MM THK. (ALG.) CEMENT MORTAR BASE AS /BOO.  COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  ON 20MM THK. CAMENT MORTAR BASE (AS /BOO.  COLOR—Z BLACK, LAKHA RED & STAR WHITE OR AS/OIL APPD. SAMPLE)  ON 105MM THK. CEMENT MORTAR BASE (AS /BOO.  STILL FLOOR: ALL PARKING, RAMP AREA & ALL TYPE SHAFTS  ON 150MM THK. CEMENT MORTAR BASE (AS /BOO.  ALL KITCHENS & TOILETS  ALL KITCHENS & TOILETS  ALL KITCHENS & TOILETS  ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/BOO.  ALL ROOMS 1st TO 6th FLOOR  ALL ROOMS 1st TO 6th FLOOR  ON 20MM THK. (AVG.) CEMENT MORTAR BASE AS/BOO.  ON 20MM THK. CEMENT MORTAR BASE (AS/BOO.  ON 20MM THK. PLASTER OF PARTS PUTTY  ON CEMENT PLASTER OF PARTS PUTTY  ON CHAPTE PLASTER OF PARTS PUTTY  ON CHA	ALL EXPRISES & STARCASES TREADS & ALL EXPRISES & STARCASES TREADS & BINDAL TRIK, LAMAGED GRANITE STONE FLORRING (ALL TREADS) ON ZOMA THK, (AUG.) CZMANT MORTAR BASE & (ALL RISERS) ON ZOMA THK, (AUG.) CZMANT THK, CZMANT SPECS. ON ZOMA THK, (AUG.) CZMANT

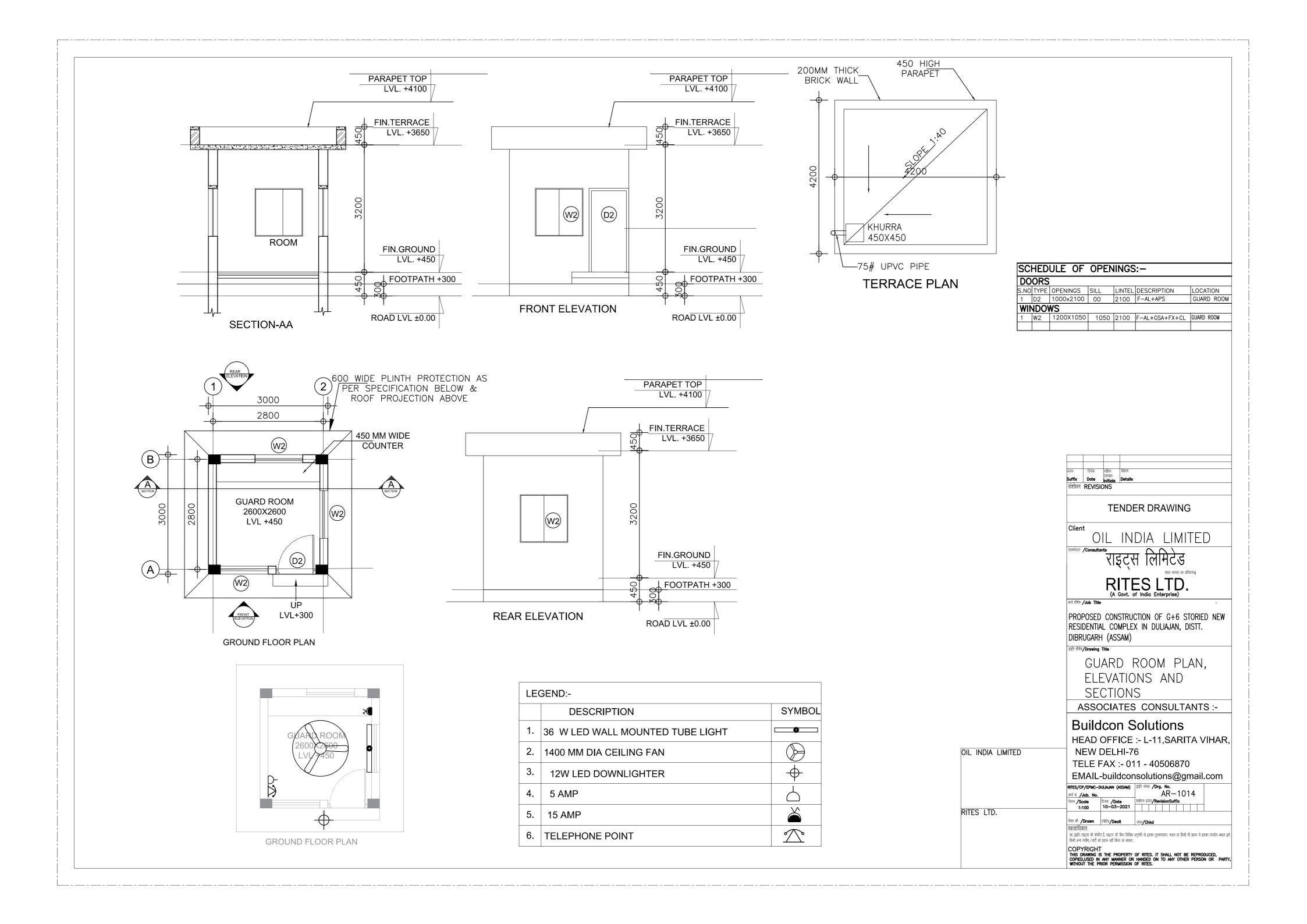
प्रत्यय दिनांक संक्षित विवरण Suffix Dote Script Details
la'kks/ku REVISIONS
TENDER DRAWING
Client OIL INDIA LIMITED
राइट्स लिमिटेड
RITES LTD. (A Govt. of India Enterprise)
कार्य तर्गिक /Job Title PROPOSED CONSTRUCTION OF G+6 STORIED NEW RESIDENTIAL COMPLEX IN DULIAJAN, DISTT. DIBRUGARH (ASSAM)
SCHEDULE OF FINISHES
ASSOCIATES CONSULTANTS:-
Buildcon Solutions HEAD OFFICE:- L-11,SARITA VIHAR
NEW DELHI-76 TELE FAX :- 011 - 40506870
EMAIL-buildconsolutions@gmail.com
RITES/CP/EPMC-DULIAIAN (ASSAM) इहाँग संख्या /Drg. No. कार्य सं. /Job. No. पैमान /Scale दिनांक /Date 1:100 10-03-2021
तैयार की /Drawn संबंधित/Dealt जांचा/Chkd
स्वरत्वाधिकार यह झाईग राइट्स की संपत्ति है. राइट्स की विना विश्वित अनुमति के इसका पुनरूत्पादन, नकल या किसी मी प्रकार से इसका उपयोग अथवा इ किसी अन्य व्यक्ति, पार्टी को प्रदान नहीं किया जा सकता
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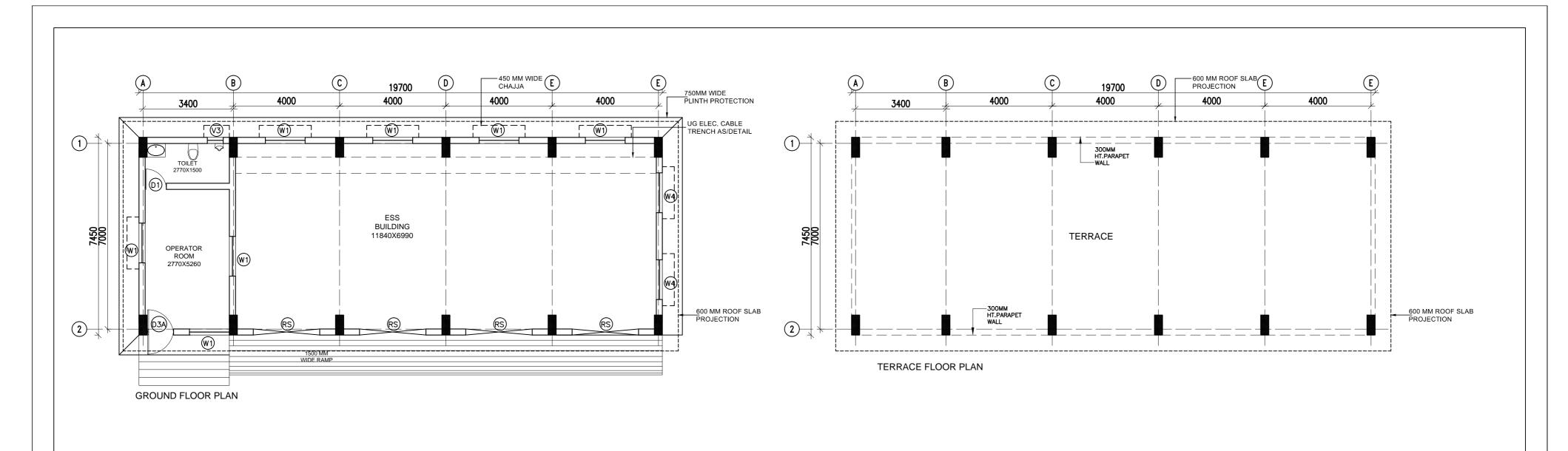
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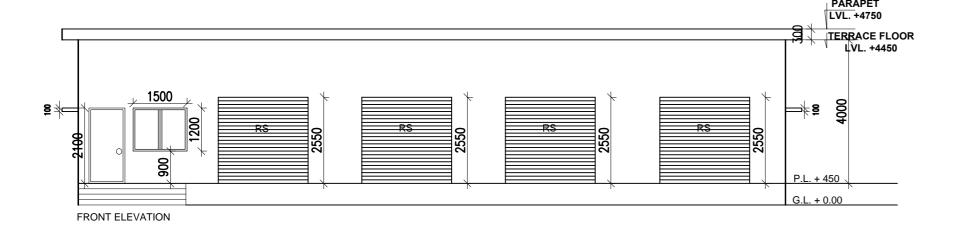
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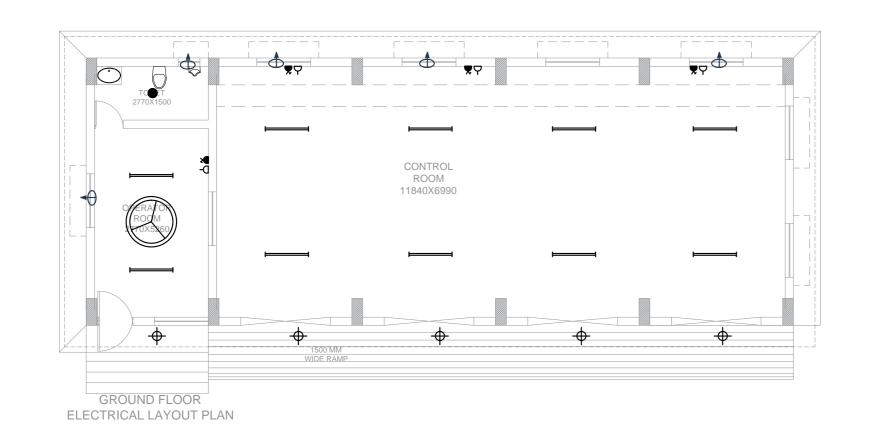






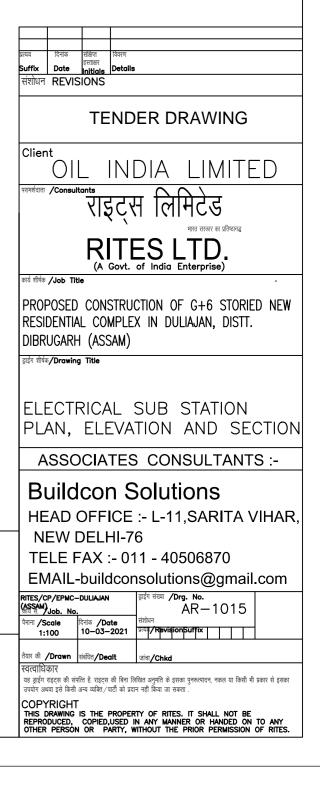






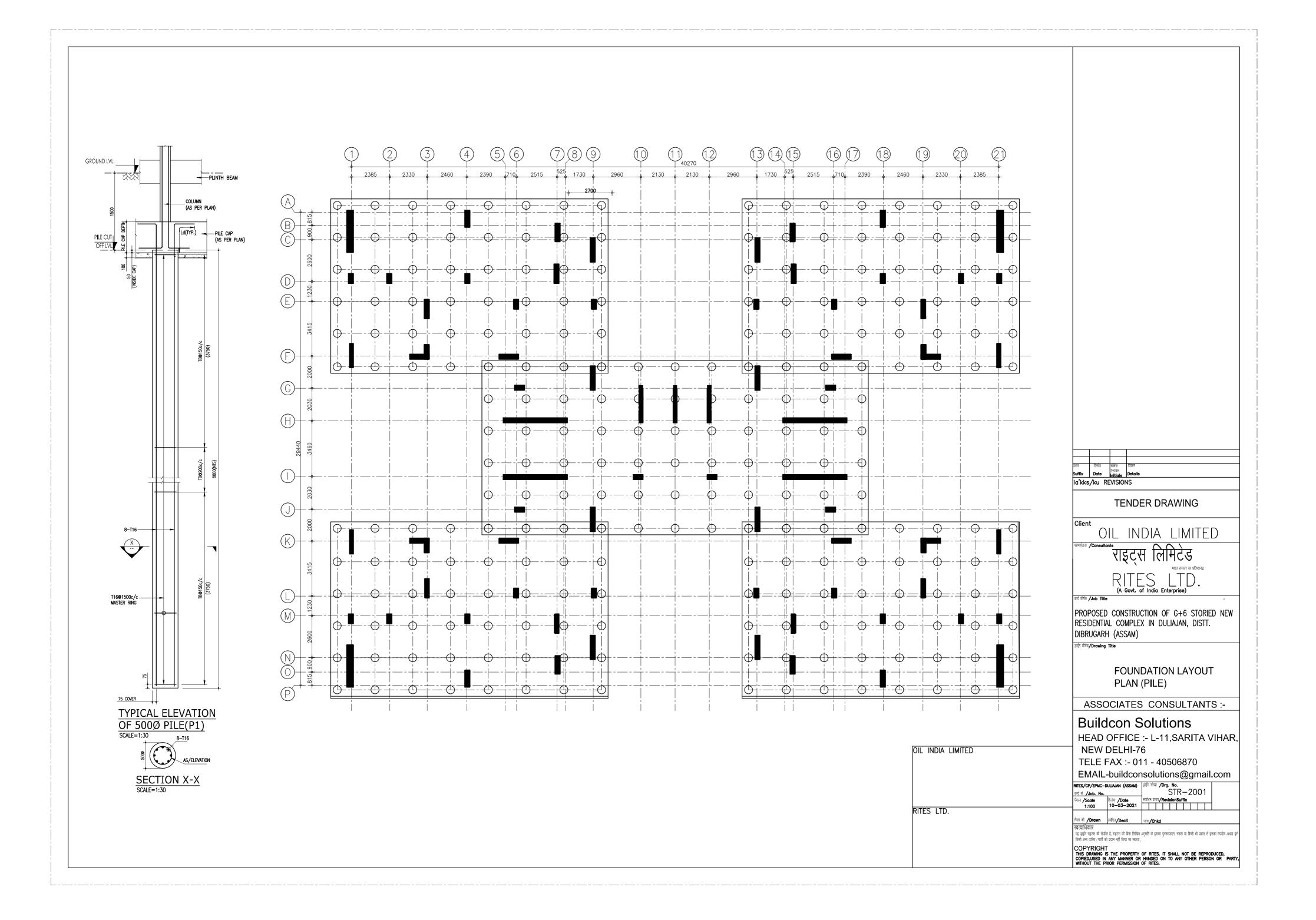
S.NO	TYPE	SIZE	CILL LVL.	LINTEL.	REMARKS	LOCATIONS
1.	D3A	1000 X 2100	-	2100	FLUSHDOOR + STEEL WIRE MESH SHUTTER PRESSED STEEL D/R DOOR FRAME	ENTRY
2.	D1	800 X 2100	-	2100	PVC DOOR	TOILET
2.	RS	2500 X 2550	-	2550	STEEL DOOR	
WI	NDOW	S				
1.	W1	1800 X 1200	900	2100	0 AL.(SL+GL+WM.)	
2.	V3	600 X 1100	1500	2100	AL.(SL+FG+WM.)	TOILET

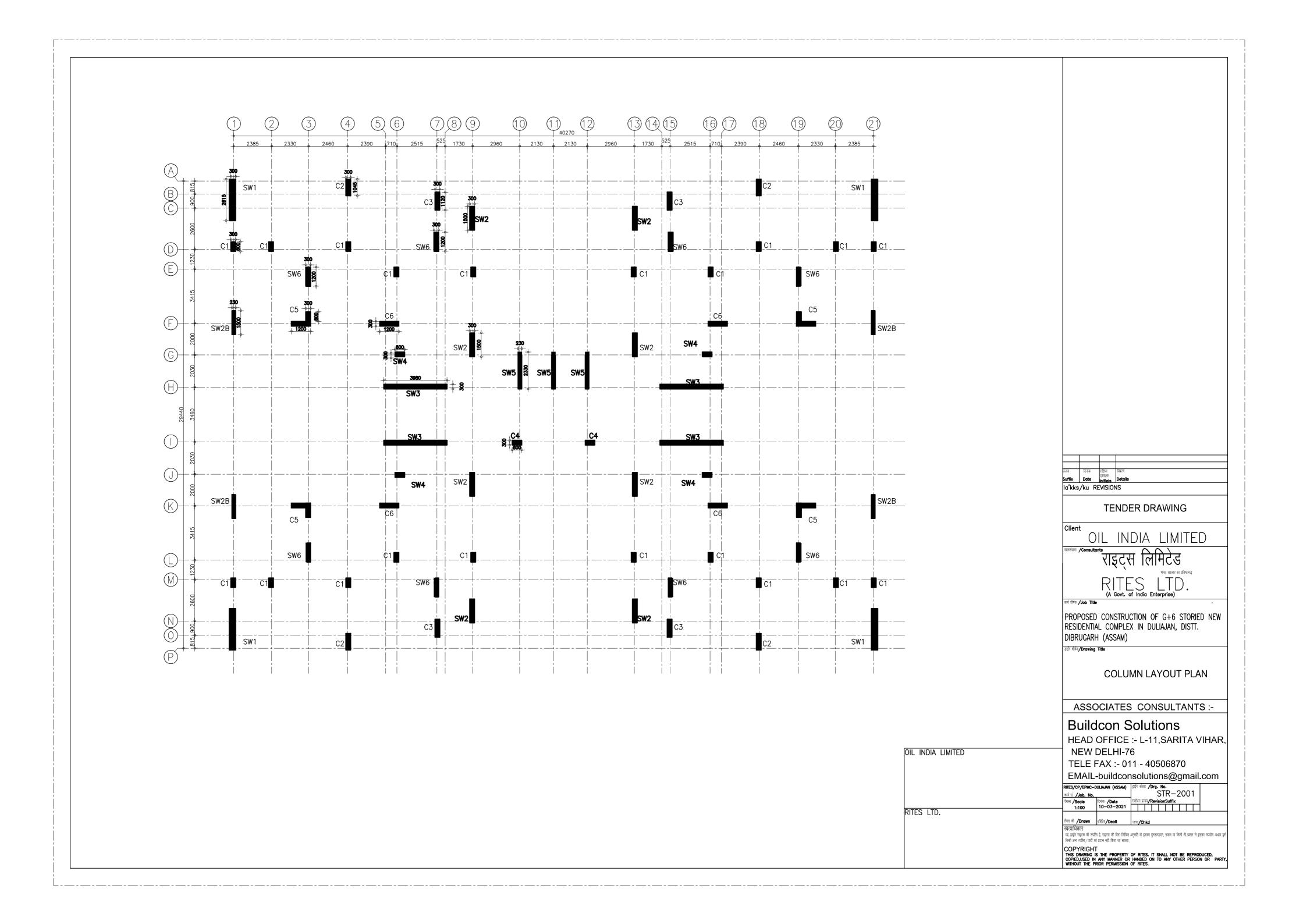
LE	GEND:-	
	DESCRIPTION	SYMBOL
1.	36 W LED SURFACE MOUNTED TUBE LIGHT	<b>——</b>
2.	6W LED DOWNLIGHTER	
3.	12W LED DOWNLIGHTER	<del>-</del>
4.	CEILING FAN 1400 MM	
5.	DISTRIBUTION BOARD	
6.	5 AMP	$\triangle$
7	15 AMP	×
8	EXHAUST FAN	

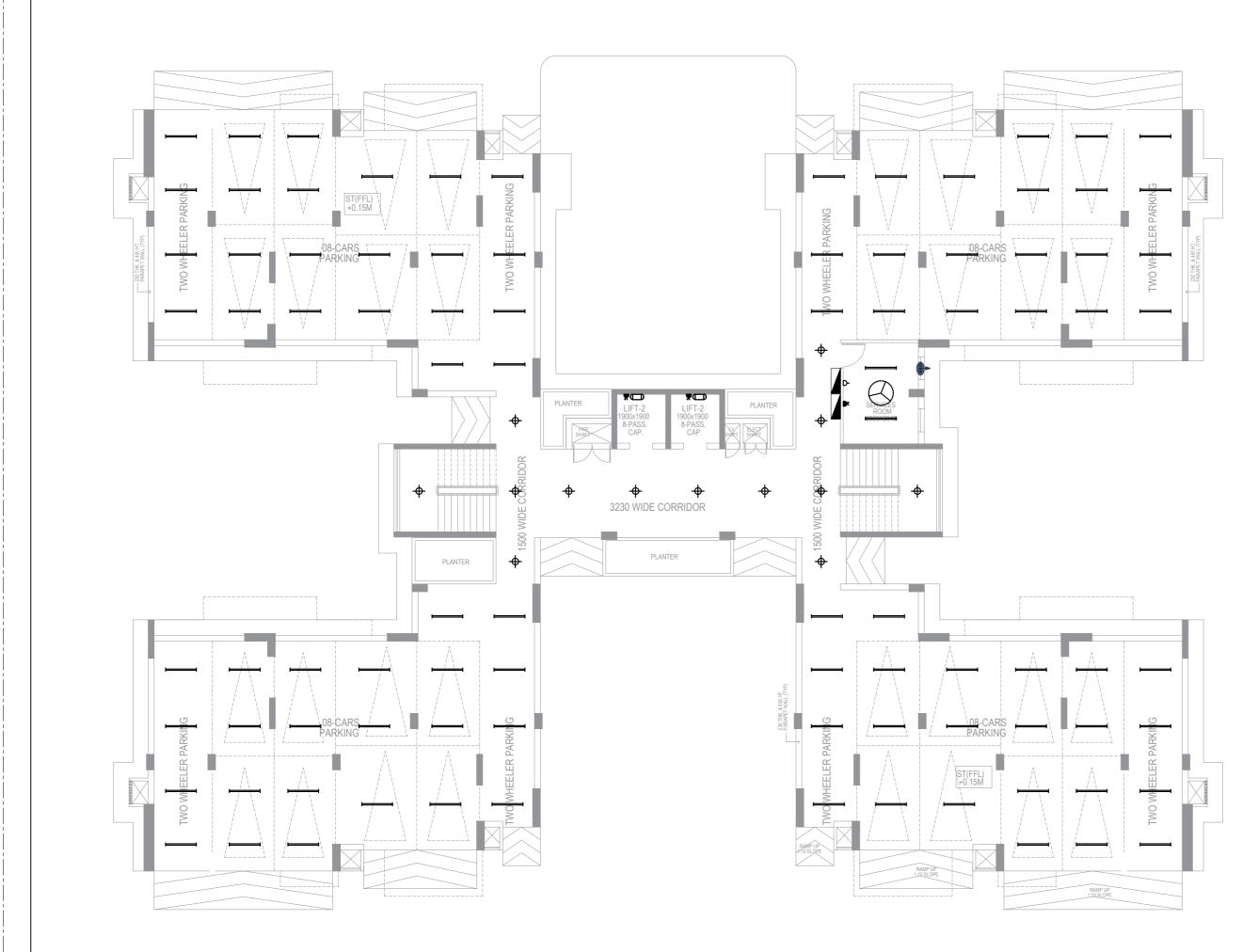


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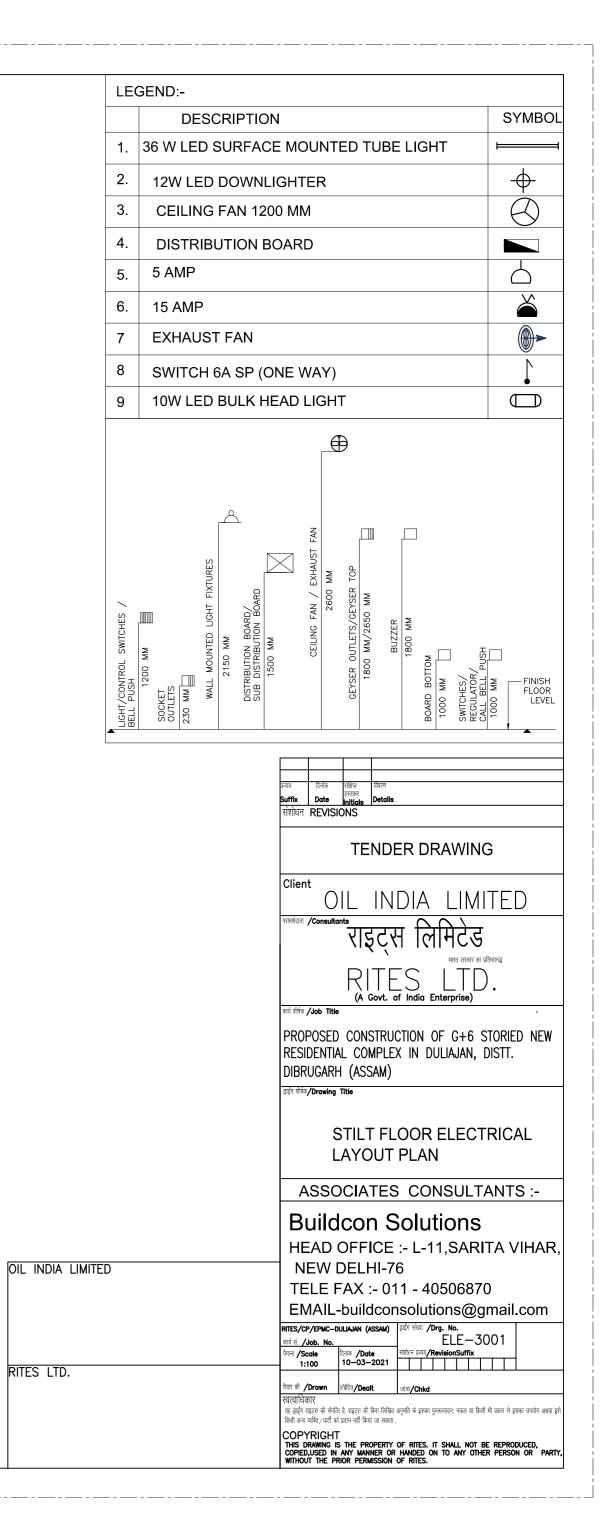


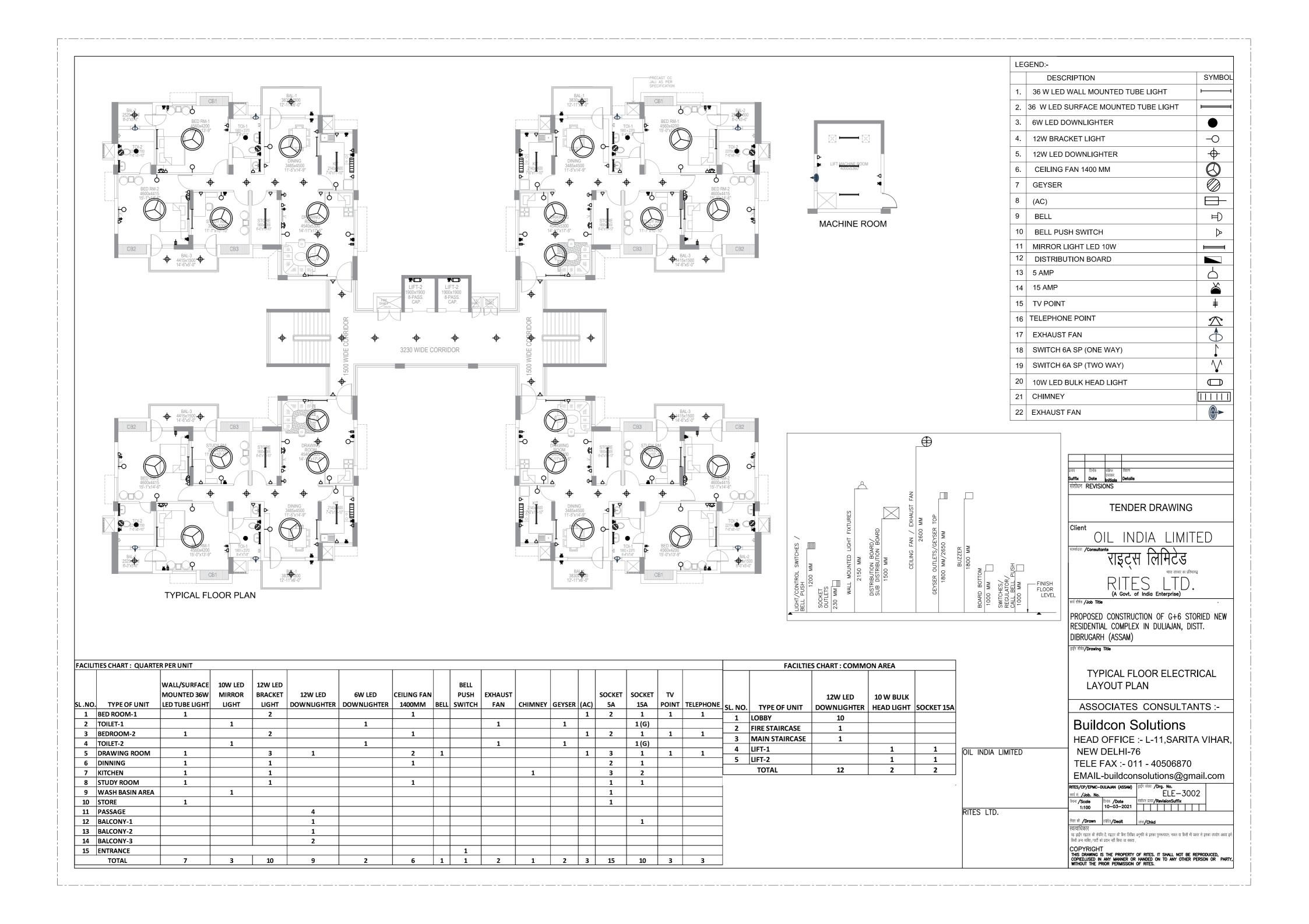


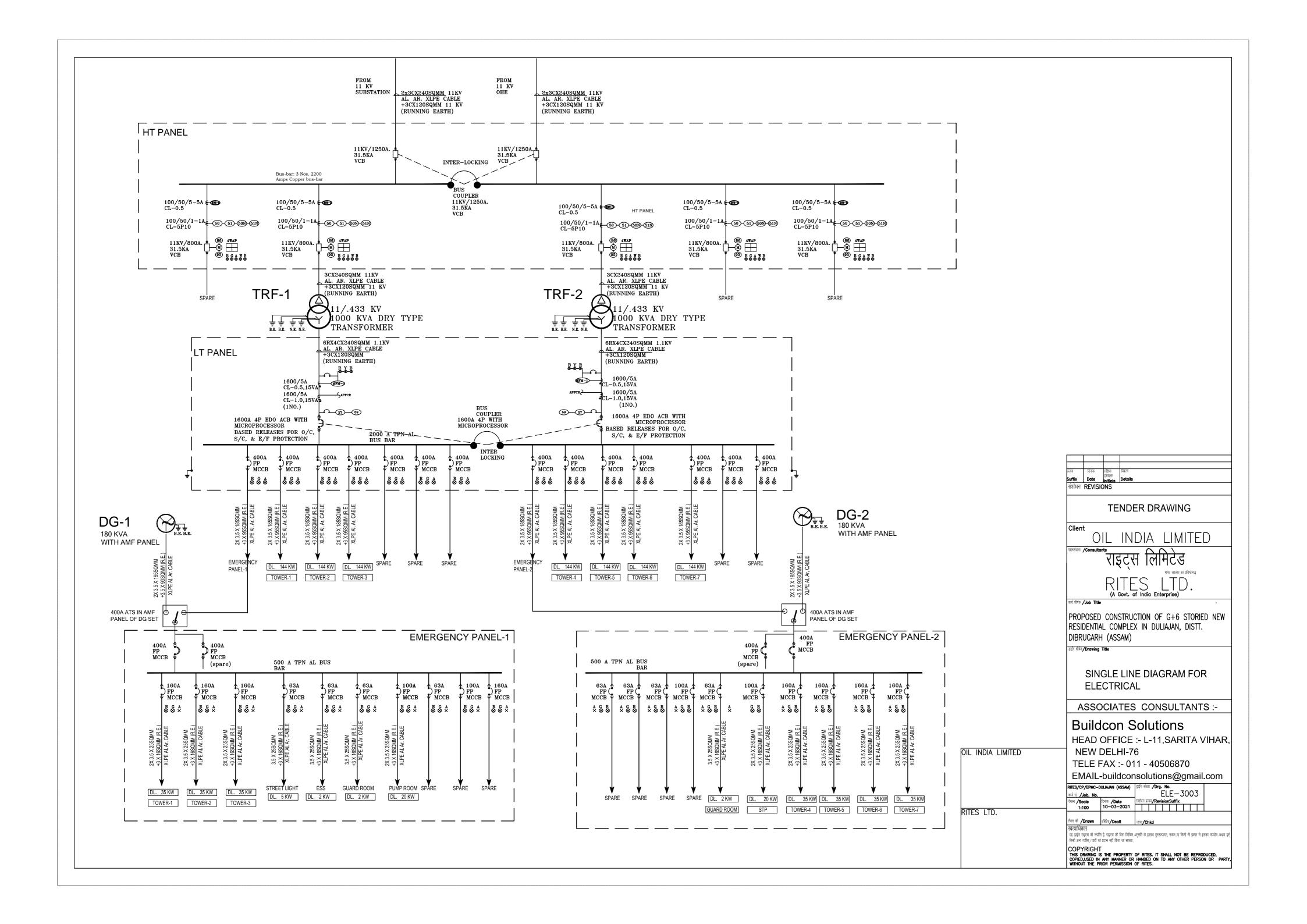
FACILITIES CHART :PARKING & SERVICE ROOM						
		SURFACE/CEILING	EXHAUST	CEILING FAN	SOCKET	SOCKET
SL. NO.	DESCRIPTION	TUBE LIGHT LED 36 W	FAN	1400 MM	15 A	5 A
1	PARING	91				
2	SERVICE ROOM	2	1	1	1	1
TOTAL		93	1	1	1	1

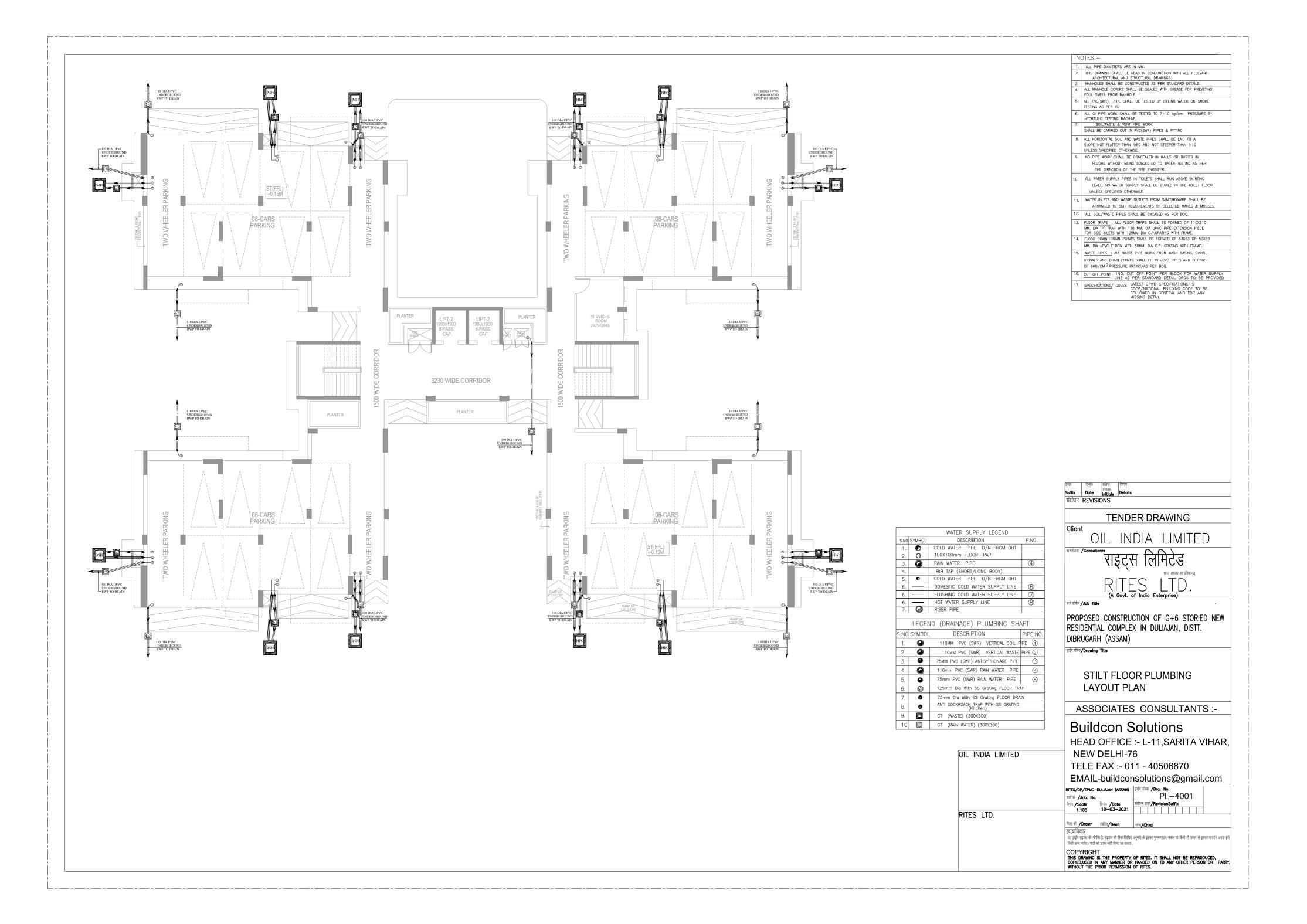
		FACILTIES	CHART : COMMO	N AREA	
			12W LED	10W BULK	
SL. N	Ю.	TYPE OF UNIT	DOWNLIGHTER	HEAD LIGHT	SOCKET 15A
1		LOBBY	11		
2		FIRE STAIRCASE	1		
3		MAIN STAIRCASE	1		
4		LIFT-1		1	1
5		LIFT-2		1	1
		TOTAL	13	2	2

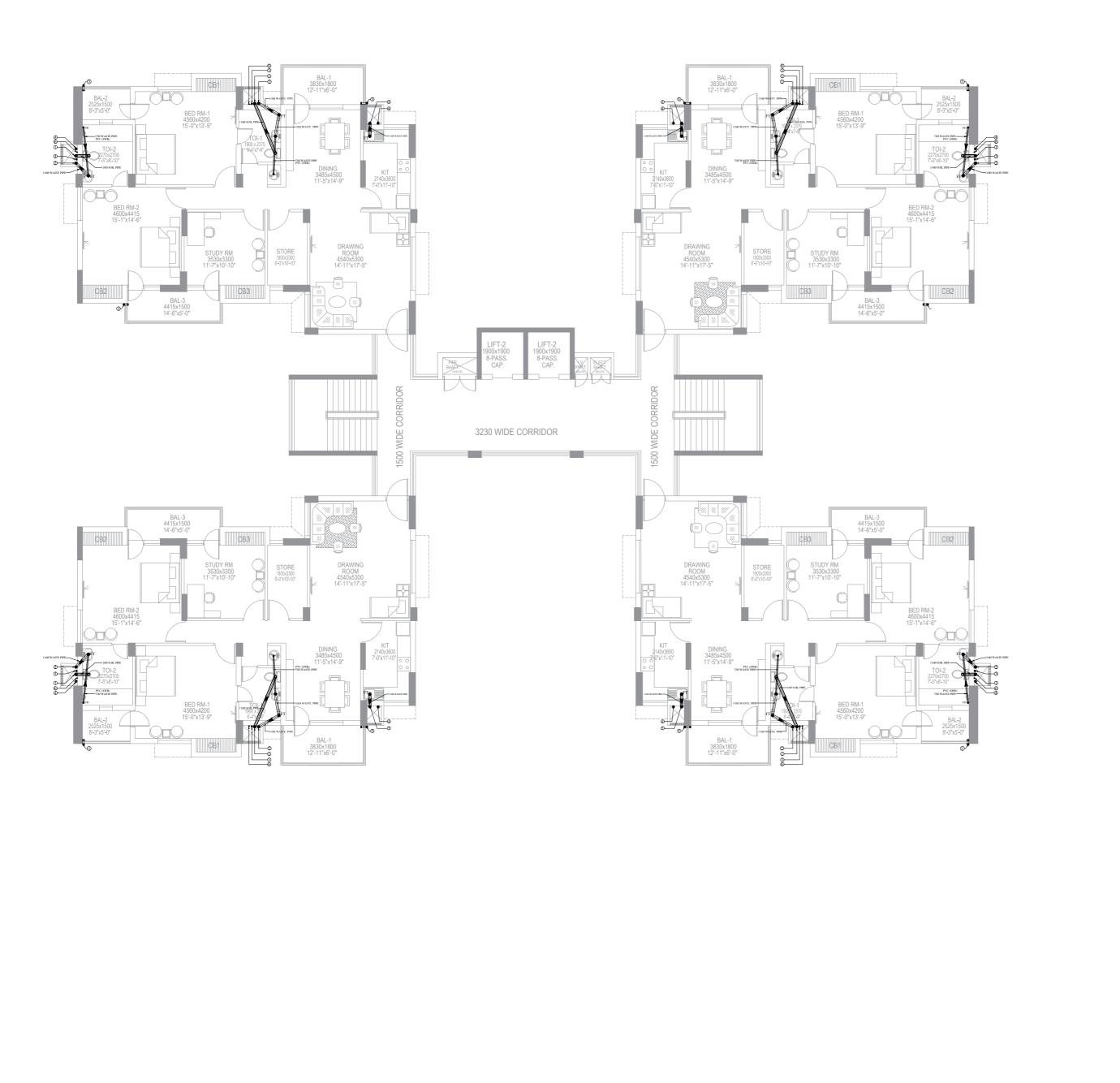
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 ALL PIPE DIAMETERS ARE IN MM.
 THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTURAL AND STRUCTURAL DRAWINGS.
 MANHOLES SHALL BE CONSTRUCTED AS PER STANDARD DETAILS.
 ALL MANHOLE COVERS SHALL BE SEALED WITH GREASE FOR PREVETING FOUL SMELL FROM MANHOLE. 5. ALL PVC(SWR) PIPE SHALL BE TESTED BY FILLING WATER OR SMOKE TESTING AS PER IS. ALL GI PIPE WORK SHALL BE TESTED TO 7-10 kg/cm PRESSURE BY HYDRAULIC TESTING MACHINE.

SOIL, WASTE & VENT PIPE WORK:
SHALL BE CARRIED OUT IN PVC(SWR) PIPES & FITTING ALL HORIZONTAL SOIL AND WASTE PIPES SHALL BE LAID TO A SLOPE NOT FLATTER THAN 1:50 AND NOT STEEPER THAN 1:10 UNLESS SPECIFIED OTHERWISE. NO PIPE WORK SHALL BE CONCEALED IN WALLS OR BURIED IN FLOORS WITHOUT BEING SUBJECTED TO WATER TESTING AS PER THE DIRECTION OF THE SITE ENGINEER. ALL WATER SUPPLY PIPES IN TOILETS SHALL RUN ABOVE SKIRTING
LEVEL. NO WATER SUPPLY SHALL BE BURIED IN THE TOILET FLOOR UNLESS SPECIFIED OTHERWISE. WATER INLETS AND WASTE OUTLETS FROM SANITARYWARE SHALL BE ARRANGED TO SUIT REQUIREMENTS OF SELECTED MAKES & MODELS. FLOOR TRAPS: ALL FLOOR TRAPS SHALL BE FORMED OF 110X110

MM. DIA 'P' TRAP WITH 110 MM. DIA uPVC PIPE EXTENSION PIECE
FOR SIDE INLETS WITH 125MM DIA C.P.GRATING WITH FRAME. MM. DIA uPVC ELBOW WITH 80MM. DIA C.P. GRATING WITH FRAME. WASTE PIPES : ALL WASTE PIPE WORK FROM WASH BASINS, SINKS, URINALS AND DRAIN POINTS SHALL BE IN uPVC PIPES AND FITTINGS OF 6KG/CM <sup>2</sup> PRESSURE RATING/AS PER BOQ. 5. CUT OFF POINT: INO. CUT OFF POINT PER BLOCK FOR WATER SUPPLY
LINE AS PER STANDARD DETAIL DRGS TO BE PROVIDED

7. SPECIFICATIONS/ CODES LATEST CPWD SPECIFICATIONS IS
CODE/NATIONAL BUILDING CODE TO BE
FOLLOWED IN GENERAL AND FOR ANY
MISSING DETAIL

		WATER SUPPLY LEGEND		
S.NO.	SYMBOL	DESCRIBTION	P.NO.	
1.	•	COLD WATER PIPE D/N FROM OHT		
2.	0	100X100mm FLOOR TRAP		
3.	0	RAIN WATER PIPE	4	
4.		BIB TAP (SHORT/LONG BODY)		
5.	•	COLD WATER PIPE D/N FROM OHT		
6.		DOMESTIC COLD WATER SUPPLY LINE	6	
6.		FLUSHING COLD WATER SUPPLY LINE	7	
6.		HOT WATER SUPPLY LINE	8	
7.		RISER PIPE		
S.NO	SYMBOL	ND (DRAINAGE) PLUMBING SHA DESCRIPTION	PIPE.NO.	
1.	0	110MM PVC (SWR) VERTICAL SOIL P	IPE ①	
2.	0	110MM PVC (SWR) VERTICAL WASTE	PIPE ②	
3.	•	75MM PVC (SWR) ANTISYPHONAGE PIPE	3	
4.	0	110mm PVC (SWR) RAIN WATER PIPE	4	
5.	0	75mm PVC (SWR) RAIN WATER PIPE	(5)	
6.	0	125mm Dia With SS Grating FLOOR TRAP		
7.	0	75mm Dia With SS Grating FLOOR DRA	JN	
8.	0	ANTI COCKROACH TRAP WITH SS GRATING (Kitchen)		
9.		GT (WASTE) (300X300)		
10		GT (RAIN WATER) (300X300)		

RITES LTD.

PROPOSED CONSTRUCTION OF G+6 STORIED NEW RESIDENTIAL COMPLEX IN DULIAJAN, DISTT. DIBRUGARH (ASSAM) ड्राईंग शीर्षक/Drawing Title

प्रत्यय दिनांक संक्षित विवरण Suffix Date Initials Details संशोधन REVISIONS

TENDER DRAWING

OIL INDIA LIMITED

**Buildcon Solutions** HEAD OFFICE :- L-11,SARITA VIHAR, OIL INDIA LIMITED

**NEW DELHI-76** TELE FAX :- 011 - 40506870

LAYOUT PLAN

EMAIL-buildconsolutions@gmail.com RITES/CP/EPMC-DULIAIAN (ASSAM) अर्हम संख्या /Drg. No. PL—4002

TYPICAL FLOOR PLUMBING

ASSOCIATES CONSULTANTS:-

कार्य सं /Job. No.

पैमाना /Scale
1:100

पैमाना /Scale
1:0-03-2021

तैयार की /Drawn संबंधित/Dealt जांचा/Chkd स्वत्याधिकार यह झुईंग राइट्स की संबत्ति हैं. राइट्स की बिना तिखित अनुमति के इसका पुनरुत्पादन, नकत या किसी भी प्रकार से इसका उपयोग अथवा इसे किसी अन्य व्यक्ति/पार्टी को प्रदान नहीं किया जा सकता .

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