



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI8611L25

Necessary replacement of false ceiling & mosquito net with frame, painting, repair and renovation of staff guest house at PS9 Dumar.

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O.UdayanVihar– 781171, Guwahati, ASSAM

OIL INDIA LIMITED (OIL) invites Bids through its E-Procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services under **Single Stage Single Bid** system.

| | |
|--|---|
| 1.0 IFB No. | CGI8611L25 |
| Service Requirement | Necessary replacement of false ceiling & mosquito net with frame, painting, repair and renovation of staff guest house at PS9 Dumar. |
| Cost of Bid Document | NIL |
| Bid Security(EMD) | NIL |
| Period of Sale of Bid Document/Issue of User ID & Password | As per online data |
| Bid Closing /Opening Date & Time | As per online data |

2.0 For participation the application(s) on applicants letter pad with a request for **USER ID & PASSWORD** is to be submitted /sent to reach the **Office of CGM-Contracts, Contracts Department, Pipeline Head Quarter, Oil India Limited, P.O. Udayan Vihar, Assam-781171** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document.

Alternatively, applicants already having User ID & Password for OIL’s E-procurement portal can register against the IFB.

2.1 In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & IFB No.: **CGI8611L25**

Description of Services: **Necessary replacement of false ceiling & mosquito net with frame, painting, repair and renovation of staff guest house at PS9 Dumar.**

Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No./Fax No.

2.2 No physical Bid documents will be provided. **USER_ID** and initial **PASSWORD** will be communicated to the bidder through e-mail at the e-mail address provided along with request for bid documents as mentioned in 2.2(i) above and will be allowed to participate in the bidding through OIL’s E-Procurement portal.

3.0 The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site www.oil-india.com. The link to OIL’s E-Procurement portal has also been provided through OIL’s web site www.oil-india.com

4.0 EMD: EMD is exempted for this tender

5.0 The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site www.oil-india.com. The link to OIL’s E-Procurement portal has also been provided through OIL’s web site www.oil-india.com

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

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE SINGLE BID System** through its e-Procurement site on limited tender basis.

DESCRIPTION OF WORK/ SERVICE: Necessary replacement of false ceiling & mosquito net with frame, painting, repair and renovation of staff guest house at PS9 Dumar.

| | |
|--|---|
| IFB NO: | CGI8611L25 |
| Type of IFB: | Single Stage Single Bid System |
| Location: | OIL PS9 Dumar |
| Contract Period: | 24 (Twenty-four) Weeks |
| Mobilisation Period: | 7 days from the date of issue of Work Order. |
| Technical Bid Closing/ Opening Date & Time: | As per online data |
| Price Bid Opening Date & Time: | As per online data |
| Bid Submission Mode: | Bid should be submitted online in OIL's E-Procurement Portal |
| Bid Form Submission: | Bid Form Proforma-B to be submitted along with Technical Bid |
| Bid Opening Place: | Office of the CGM-Contracts, Oil India Limited, Guwahati- 781171, Assam |
| Bid Validity: | 90 days from Bid opening Date |
| Bid Security Amount: | NIL |
| Amount Of Performance Security: | 10% of the contract value. (2.5% DEPOSIT ON AWARD OF CONTRACT & 7.5% DEDUCTION FROM RUNNING BILLS) |
| Validity of Performance Security: | Up to 15 months beyond contract expiry date covering defect liability period of 1 year |
| Class of Contractor (S) | OIL's Registered A, B & C Class contractors along the Pipeline. |

All bidders should submit **all the Proformas/ Annexures/ Appendix, including the Proforma-D (Declaration for Bid security)** confirming that the Bid is valid for minimum 90 days from the date of opening of Technical Bid.

Bids without DECLARATION FOR BID SECURITY PROFORMA in the manner specified above will be summarily rejected.

DECLARATION FOR BID SECURITY

PROFORMA-D

To,
M/s. Oil India Limited
.....,
.....

Sub:
Tender No:.....

Dear Madam/Sir,
After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. (Name of Bidder) have submitted our offer / bid no.....

We, M/s.(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security,(if applicable) in accordance provisions of tender document.
 - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

a) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security-@10% if contract value more than 10 lakhs**, and this will not earn any interest.

b)

A Bank Guarantee in the prescribed format issued by any of the following Bank is only acceptable :

i) 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 bidder OR

ii) 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.

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

The bank guarantee issued by the bank must be routed through SFMS platform as per the following details:

- a) (i) **“MT760/ MT760 COV for issuance of bank guarantee”**
(ii) **“MT767/ MT767 COV for issuance of bank guarantee”**

The above message/ intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House , G S Road, Dispur, Assam , PIN- 781005.”

b) **The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee**

2.0 (a) **SEALED ENVELOPES containing the Bid Security Declaration Form (PROFORMA-D), Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of :**

**GM-CONTRACTS
CONTRACTS DEPARTMENT, PHQ
OIL INDIA LIMITED
GUWAHATI– 781171, ASSAM.**

3.0 **Bid should be submitted online up to 11:00 AM (IST) (OIL’s e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 02:00 PM (IST) at Office of the GM-Contracts in presence of authorized representative of the bidder.**

4.0 All the Bids must be Digitally Signed using “Class 3” digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be liable for rejection. Please note Encryption certificate is also required along with Digital Certificate Class III [Organization] in order to submit bid in system . Please refer “Guideline to Bidder for participating in OIL”

- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period or in breach of bidder's obligation will lead to the bidder being put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard).
(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 selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 9.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 10.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 11.0 **Performance Security-@10% of contract value if more than 10 lakhs, shall be applicable .**
- 12.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 13.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security (if applicable)is not submitted as per terms of the Contract within the stipulated time, **the bidder shall be debarred for 2 (two) years from the date of default.**
- 14.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to be genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel /terminate the contract, as the case may be and the Bid Security/Performance Security (if applicable) shall be forfeited. Also the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of issuance of debarment notice, besides legal action.
- 15.0 **The tender will be governed by:**
Forwarding Letter.
Instruction to Bidders
BEC-BRC-Bid Evaluation Criteria & Bid Rejection Criteria.

Part -I - General Conditions of Contract. (GCC)

Part - II - Schedule of Work, Unit and Quantity (SOQ)

Part - III - Special Conditions of Contract (SCC)

Part-IV- Payment Terms

Part-V-Schedule of company's Plants, Materials and Equipment

Part-VI- Owner's Drawing and Data- will be provided by Civil Engineering Section, PHQ

Part-VII- Safety Measures (SM)

Part-VIII- Integrity Pact – Not Applicable for this IFB

Price Bid Format

Proforma and Annexures (I to XI)

16.0 The Integrity Pact is NOT applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VIII Integrity Pact" of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

(Note: Following persons have been appointed as Independent External Monitor:

- a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail ID: rpawar61@hotmail.com
- b. Dr. Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
- c. Shri Ajit Mohan Sharan, IAS (Retd.),
Former Secretary, Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

17.0 SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

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

Please note that all tender forms (Bid document, Integrity Pact, Proforma, Annexure) and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be

submitted in sealed envelope super scribed with tender no. and due date to: The G.M. (Contracts), Pipeline Head Quarter, Oil India Limited, Guwahati- 781171, ASSAM

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system. Please refer “Guideline to Bidder for participating in OIL”

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

19.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within **30 thirty days** from the date of issue of Letter of Award (LOA).

19.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-VI**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at GUWAHATI. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled ‘Undertaking’ towards details of BG (Format attached as **PROFORMA-XII**) must be submitted along with original copy of PBG.

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

- i. If the Performance Security is submitted in the form of Bank Draft, Banker’s Cheque, Cashier’s Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of “Oil India Limited” payable at Guwahati.
- ii. Performance Security amount can also be deposited through NEFT or RTGS mode to the designated OIL’s bank account as below:

| <u>BANK DETAILS OF BENEFICIARY</u> | | |
|---|---------------------|--|
| a | Bank Name | AXIS BANK |
| b | Branch Name | GUWAHATI |
| c | Branch Address | CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM |
| d | Banker Account No. | 140010200027654 |
| e | Type of Account | CURRENT ACCOUNT |
| f | IFSC Code | UTIB0000140 |
| g | MICR Code | 781211002 |
| h | SWIFT Code | Axisinbb140 |
| i | Contact No. | 8876501401 |
| j | Contact Person Name | Mr. Dibakar Ghaosh |
| k | Fax No. | Not available |
| l | Email Id | Guwahati.branchhead@axisbank.com |

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

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

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

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

19.3 The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to AXIS BANK, CHIMBER HOUSE, G.S.ROAD, DISPUR GUWAHATI ASSAM Branch; IFS Code – UTIB0000140; SWIFT Code – Axisinbb140;

| BANK DETAILS OF BENEFICIARY | | |
|------------------------------------|---------------------|--|
| a | Bank Name | AXIS BANK |
| b | Branch Name | GUWAHATI |
| c | Branch Address | CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM |
| d | Banker Account No. | 140010200027654 |
| e | Type of Account | CURRENT ACCOUNT |
| f | IFSC Code | UTIB0000140 |
| g | MICR Code | 781211002 |
| h | SWIFT Code | Axisinbb140 |
| i | Contact No. | 8876501401 |
| j | Contact Person Name | Mr. Dibakar Ghaosh |
| k | Fax No. | Not available |
| l | Email Id | Guwahati.branchhead@axisbank.com |

19.4 In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Fixed Deposit from the issuing bank.

| |
|---|
| Full address of the issuing bank |
| Branch Code |
| Authorized signatory with full name and designation |
| Phone (Mobile) Numbers of the branch |
| Email address of the branch |
| Such fixed/term deposit must be pledged in favor of OIL and it must in the printed form on the physical original FDR in words "Pledged in favor of Oil India Limited" |

In addition to above, the contractor shall arrange for a confirmation mail regarding issue of Term deposit/Fixed Deposit along with the following details mentioned below directly from bank's official email id to OIL's following e-mail id:
himanshu.singh@OILINDIA.IN

| FD NO | Issue Date | Maturity Date | FD Amount | Beneficiary /Contractor Name | Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No) | FD amount pledged (in ₹) as per bank's books of accounts | Mode of FD Renewal (Auto Renewal/ Auto closure) | Remarks (if any) of the issuing Bank |
|-------|------------|---------------|-----------|------------------------------|---|--|---|--------------------------------------|
| A | B | C | D | E | F | G | H | I |
| | | | | | | | | |

19.5 Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG):

| Sl. No. | Bank Name | Sl. No. | Bank Name |
|---------|--------------------|---------|----------------------|
| 1 | Axis Bank limited | 8 | IDFC First Bank |
| 2 | Bank Of Baroda | 9 | Indian Bank |
| 3 | Canara Bank | 10 | Indian Overseas Bank |
| 4 | Federal Bank | 11 | IndusInd Bank |
| 5 | HDFC Bank Limited | 12 | State Bank of India |
| 6 | ICICI Bank Limited | 13 | South Indian Bank |
| 7 | IDBI Bank | 14 | Yes Bank |

BENEFICIARY DETAILS FOR ISSUE OF E-BG

| Details of Beneficiary | | |
|------------------------|-----------------------|--|
| A | Name | OIL INDIA LIMITED |
| B | PAN | AAACO2352C |
| C | Date of Incorporation | 18-02-1959 |
| D | Email-ID | himanshu.singh@oilindia.in |
| E | Mobile No. | 9691747106 |
| F | Local Address | P.O, Udayan Vihar, Narengi Tinali, Guwahati, Assam 781171 |
| G | Registered address | P.O, Udayan Vihar, Narengi Tinali, Guwahati, Assam 781171 |

19.6 Performance Security may be submitted in the form of Insurance Surety Bonds as per the proforma XXII.

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

the validity of the "Security Deposit" for the extended period.

19.8 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.

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

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

| | |
|-----------------------|--|
| Notes and Attachments | → Only Price Details Should Be Uploaded |
| Technical attachments | → All technical bid documents except price details |

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “ **New Vendor Manual (effective 12.0.2017)** ” available in the login Page of the OIL’s E-tender Portal.

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL’s E-tender Site:

Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Competability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

© 2012 Oil India Limited. All rights reserved.
[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

Notes :

- * The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices.**
- ** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will

open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

- 8.0 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

General Manager (Contracts)
for ED (PLS)

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 **BIDDING DOCUMENTS**

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) BEC-BRC-Bid Evaluation Criteria & Bid Rejection Criteria
- d) General Conditions of Contract (Part-I)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)
- f) Special Conditions of Contract (Part-III-SCC)
- g) Payment Terms (Part IV)
- h) Schedule of company's Plants, Materials and Equipment -(Part-V)
- i) Owner's Drawing & Data -(Part-VI)- will be provided by Company
- j) Safety Measures (Part-VII-SM)
- k) Integrity Pact- (Part-VIII)
- l) Price Bid Format
- m) Proformas & Annexures/ Appendix.

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 **TRANSFERABILITY OF BID DOCUMENTS** :

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 **AMENDMENT OF BIDDING DOCUMENTS:**

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

5.0 **PREPARATION OF BIDS**

5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

6.0 **BID FORM:**

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

7.0 **BID PRICE:**

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

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

8.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are as per BEC/BRC

9.0 **PERIOD OF VALIDITY OF BIDS:**

9.1 Bids shall remain valid for **90 days** from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax).

A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

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

11.0 SUBMISSION OF BIDS.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

11.3 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 **LATE BIDS:**

Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

14.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 **EXTENSION OF BID SUBMISSION DATE:**

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

16.0 **BID OPENING AND EVALUATION:**

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**

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

- 16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above
- 16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3
- 16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 17.0 **EVALUATION AND COMPARISON OF BIDS:**
- 17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 17.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 18.0 **CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 **AWARD CRITERIA:**

OIL will award the Contract to the successful Bidder whose bid has been determined as the bidder obtaining highest mark in the evaluation process of both the technical bid (concept design) and commercial bid combined together as explained in succeeding para.

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

OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without there by incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

21.0 **NOTIFICATION OF AWARD:**

21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

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

22.0 **SIGNING OF CONTRACT:**

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

22.2 Within 2(Two) Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

23.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

24.0 **BID DOCUMENT:**

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

25.0 **MOBILIZATION PERIOD: 1(ONE) WEEK** from the date of issue of Work Order.

26.0 **SITE VISIT:**

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

BID EVALUATION CRITERIA & BID REJECTION CRITERIA FOR THE TENDER

A) Bid Evaluation Criteria (BEC):

1.0 All the documents related to BEC must be submitted along with the Techno-Commercial Bid. Otherwise, the bid will be considered as non-responsive and rejected.

2.0 Interested bidders shall have to submit the following documents to qualify for opening of the Price Bid:

2.1 TECHNICAL CRITERIA

(a) The bidder must have successfully executed/completed similar Works over last 7(seven) years reckoned from the Original Bid Closing Date in Central/State Government / PSUs/Nationalized Banks / Public Limited Company as under:

(i) One similar completed similar works each costing not less than 11,05,100.00.

OR

(ii) Two similar completed works each costing not less than 6,90,700.00

OR

(iii) Three similar completed works each costing not less than 5,52,600.00

(b) For proof of requisite experience of SIMILAR work, Job Completion Certificate clearly mentioning Gross value of job done, Nature of works, Contracts period/Contract Start and Completion date issued by CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking must be submitted along with the bid. **The Contract(s)/Purchase Order(s) date need not be within the period specified in the tender, preceding the original bid closing date of the tender, however, the execution of work should be within the specified period preceding original bid closing date of the tender.**

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

(d) If the prospective bidder is executing SIMILAR work which is still running, and the contract value/ **quantity** executed **within the specified period** prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder submits satisfactory work execution certificate issued by end user.

"Similar work" mentioned in Paragraph 2.1 above means the following:

Construction of RCC building / Repair & Renovation of RCC building.

NOTE: "OIL registered "A", "B" and "C" class bidders of Pipeline Sphere are exempted from submitting document fulfilling their experience & turnover criteria as well as depositing bid security amount as specified in the clause no 2.1, 2.1.1 of BID EVALUATION CRITERIA, providing submission of his/her/their "One-time Security deposit" in line with Manual for Procurement of Works clause no 7.6.1.

2.1.1 FINANCIAL CRITERIA

a) Annual financial turnover as per Audited Annual Reports in any of preceding three (3) financial years, preceding scheduled bid opening date should be at least **Rs. 6,90,700.00**

b) Net worth of firm/bidder must be positive for preceding financial/ accounting year.

NOTE: -Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking certifying that the balance sheet/ Financial Statements for the financial year 2023-2024 (or as the case may be) has actually not been audited so far.

For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth. ***In addition to membership number & Firm Registration Number, UDIN is also to be specified in the certificate of Turnover & Net worth issued by the CA.***

OR

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

2.1.2 Bids must be valid for minimum 90 days from the date of Technical Bid opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is 90 days.

Note: In case of extension of Bid Opening Date, bid validity should be extended suitably by the bidder, as and when advised by OIL.

3.0 The bids conforming to the specifications, terms and conditions stipulated in the tender documents and considered to be responsive after subjecting to Bid Evaluation Criteria will be considered for further evaluation given below:

i) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.

(ii) In case of identical lowest offered rate by more than 1 (one) bidder, the selection of priority-1 and priority-2 bidder will be made by draw of lots amongst the parties offering the same lowest price. The tender shall be awarded to priority-1 bidder only, but if priority-1 bidder fails to accept the LOI/found non-eligible/ fails to execute the job, then Company reserves the right to award the same to priority -2 bidder after taking management approval for the same.

iii) Company's internal estimate (IE) is prepared inclusive of all cost of materials, labours, tools & equipment, PPE, machinery and all taxes except PF & GST. PF can be reimbursed on submission of valid documents/voucher from appropriate authority.

(iv) Bidders must fill up the Technical compliance evaluation sheet for BEC / BRC and the format is attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal

"OIL registered "A", "B" **and "C"** bidders of Pipeline Department are exempted from submitting document fulfilling their experience & turnover criteria as well as depositing bid security amount as specified in the clause no 2.1, 2.1.1 of BID EVALUATION CRITERIA, providing submission of his/her/their "One-time Security deposit in the line **with Manual for Procurement of Works clause no 7.6.1**

3.1 Other Information /Documents: All Bidders including OIL registered bidder with one time security deposit must have to furnish the following information with relevant documents wherever necessary:

- a) Tax Exemption Certificate, if any, if /applicable.
- b) PAN no.(photocopy of the PAN card required).
- c) Goods & Service Tax registration No.
- d) Bank account No. with name of Bank, Type of account, Bank address.
- e) P.F. Account No. / Code or affidavit for applying P.F as per Annexure-I
- F) ESI Registration Number.

Note: BEC/BRC Clause No. 3.1 b), c) & d) are not applicable to oil registered civil contractors.

4.0 COMMERCIAL CRITERIA

a. BID REJECTION CRITERIA (BRC):

1.The tender is invited under SINGLE STAGE - COMPOSITE BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's E-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under "Technical Attachment" Tab only. Bidders must note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes and Attachment" Tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria. In Bid opening, both Technical & Priced Bids will be opened.

2.Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the NIT. Any bid not accompanied by proper bid security will be summarily rejected.

3.Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid submitted by parties who have not submitted the requisite tender fees will be rejected.

4.Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

5.Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.

6.There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.

7.Bidder must accept and comply with the following provisions as given in the tender document. Deviations to such provisions shall make the bid liable for rejection.

- a. Firm price
- b. EMD / Bid Bond
- c. Scope of work
- d. Specifications
- e. Price schedule
- f. Delivery / completion schedule
- g. Period of validity of bid
- h. Liquidated Damages
- i. Performance bank guarantee / Security deposit

- j. Guarantee of material / work
- k. Arbitration / Resolution of Dispute
- l. Force Majeure
- m. Applicable Laws
- n. Integrity Pact, if applicable

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

ANNEXURE-AA:

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

(To be issued by practicing Chartered/Cost Accountant Firm
on their Letter Head)

TO WHOM IT MAY CONCERN

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

| YEAR | TURNOVER(₹) | NETWORTH(₹) |
|------|-------------|-------------|
| | | |
| | | |
| | | |

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

WORKS CONTRACT

DESCRIPTION OF WORK/SERVICES: Necessary replacement of false ceiling & mosquito net with frame, painting, repair and renovation of staff guest house at PS9 Dumar.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

- 1.0 a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at location _____ .
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
- 2.0 i) The contractor shall provide all labour, supervision and transport and such specified materials described in Part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

ii) Contractor shall have to produce the valid certificates (Forest Royalty Clearance Certificate) from the concerned departments, as per applicable rate towards forest produce used against the contract to HOD (Civil) prior to processing of final payment. In absence of valid certificates, the final bill shall not be processed.

3.0 The Company's Engineer shall have power to:

- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
- b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
- c) Order the Contractor to remove or replace any workman/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel engaged by the Contractor shall be final and binding on the Contractor.
- d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities and items stipulated in Part-II (SOQ). In case of positive variation in quantities of any items from the quantity mentioned in the tender / contract, the contractor will have to carry out the positive varied quantity at the contract rate, or the internally estimated rate, whichever is lower.

However, during the actual execution of the contract, if the contract is to be utilised in a different zone due to Company's operational requirement, and accordingly if the rates of the contractual items are different as in OIL's Schedule of Rates (SOR), then the rates as per the actual zone of execution will be applicable for the contractual items and shall be adopted from the same OIL's SOR which has been adopted in the

tender. In that case, the rates shall be applicable for both the contractual quantities as well as for the additional quantities, if required to be executed.

If any additional items (items not covered in the tender / contract) are required to be executed during actual execution of works, the payment of such items shall be made as per the rates of OIL Schedule of Rates (SOR) prevailing in the working zone (the zone where the contract is utilized) at the time of issuance of advice by Company to execute such additional items.

- 5.0** The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.
- 6.0** The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:
- I. The Factories Act.
 - II. The Minimum Wages Act, 1948.
 - III. The Workman's Compensation Act, 1923.
 - IV. The Payment of wages Act, 1936.
 - V. The Payment of Bonus Act, 1965.
 - VI. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
 - VII. Employees' Pension Scheme, 1995.
 - VIII. Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
 - IX. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - X. Goods and Service Tax (GST) Law,

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

- 7.0** The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
- 8.0** The Contractor must complete the work within **24 weeks** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum

value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The HOD-Civil's certificate as to the criticality or otherwise of an item shall be final.

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

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

- 9.0 In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.
- 10.0 The tendered all-inclusive Price (i.e. the Contract price) is ₹ _____
(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)
(₹ _____
only) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.
- On account payment may be made, not oftener than monthly, up to the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.
- 11.0 The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

- 12.0 Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.
- 13.0 The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.
- 14.0 The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
- 15.0 The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with the Oil Mines Regulations 2017. The Company's representative shall not allow/accept those men who are not provided with the same.
- 16.0 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time, except PF & GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except PF & GST. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.
- 17.0 The Contractor shall deploy local persons in all works.
- 18.0 The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 19.0 The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).
- 20.0 **SPECIAL CONDITIONS:**
- a) The Contractor shall obtain and submit the Labour Clearance Advice (LCA) / Labour Clearance Certificate (LCC) within 14 days of signing the contract agreement. If the contractor fails to submit the LCA / LCC within 14 days of signing the contract agreement, the period of delay in submission of LCA / LCC shall be deducted from the contractual period while issuing the work order. In such cases, the time period mentioned in Clause No. 8 of GCC (Part-I of this contract) shall not be applicable and the contractor must complete the work within the reduced time period allotted to the contractor as per the work order issued.

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

contractor or not shall be taken by the Head of Civil Engineering Department and the work order will be issued accordingly.

- b) Retention Money @ 7.5 % will be kept as Performance Security Deposit against the contract and will be deducted from the running bill in addition to 2.5% submitted as Performance Security after issue of LOI/LOA. The amount of retention money and performance security deposit shall be released after defect liability period under the contract (including extension, if any). A part or whole of retention money and performance security shall be used by the Company in realisation of liquidated damage or claims, if any, or for adjustment of compensation or loss due to the Company for any reason. The retention money and performance security shall not earn any interest.
- c) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- d) Contractor(s) whosoever is liable to be covered under the P.F. Act must ensure strict compliance of provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & employer's share) with the competent authority monthly under their direct code. 12% P.F. will be applicable on the wage component of the contract cost. Wage component of the Contract cost is 19.88 %.

Contract Cost excluding PF: The P.F deposited by the Contractor, will be reimbursed on production of documentary evidence of depositing the same to the authority concerned.

Contract Cost including PF: The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to P.F. Contribution on wage component.

- e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.
- f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.
- g) The Contractor shall have to work during rainy seasons also.
- h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- i) Efficient workmen to be engaged by the Contractor.
- j) The Contractor's representative should report to Engineer-in-charge on all working days at 7.00 A.M. and 3.00 P.M. for instructions.

- k) Materials if rejected should be removed from site within 48 (forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.
- m) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- n) The Contractor shall be in a position to execute 2(two) locations simultaneously.
- o) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.
- p) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- q) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- r) The Contractor shall have to provide temporary latrine facilities in the entire work site for use of their workmen during progress of work.
- s) The contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in charge.
- t) The program of works to be submitted in the form of Bar Chart within 3 days of receipt of work order.

21.0 SPECIAL INSTRUCTION:

The contractor must quote considering the prevailing minimum Labour wage rate for each day of work.

22.0 GOODS AND SERVICES TAX (GST) CLAUSES UNDER GCC

22.1 GENERAL REMARKS ON TAXES & DUTIES:

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.

- 22.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 22.3 “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 22.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 22.5 **Where 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 actuals 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 filed under GST laws & rules should be timely filed by supplier with requisite details.
- 22.6 **Where 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 actuals against submission of Invoices as per format specified in rules/ regulation of **GST**.
- 22.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 22.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

- 22.9 GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 22.10 GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 22.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 22.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 22.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 22.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 22.15** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 22.16** 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 (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **GST** shall be passed on to the OIL.

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.

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.

22.17 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.

22.18 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

- i. The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii. The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

22.19 ANTI-PROFITEERING CLAUSE

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

22.20 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

23.0 SETTLEMENT OF DISPUTES:

23.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

23.2 Resolution of Dispute through SAC:

- a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.
- b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 23.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com
- c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.
- d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

23.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):

- a) 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 through Conciliation/Mediation, the same shall be referred to Arbitration.

- b) A party wishing to commence arbitration proceeding shall invoke an 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.
- c) The number of arbitrators and the appointing authority will be as under:
Claim amount (excluding claim for interest and counter claim, if any)

| Claim amount (excluding claim for interest and counter claim, if any) | Number of Arbitrator | Appointing Authority |
|--|---|---|
| Upto Rs.25.00 Lakh | Not applicable | Not applicable |
| Above Rs. 25.00 Lakh Upto Rs. 5 Crore | Sole Arbitrator from the panel of Arbitrators' List maintained by OIL | Mutually to be decided by the Parties. |

- d) The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- e) 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.
- f) 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.
- g) 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. Parties agree that a claim for any such interest shall not be considered and shall be void.

The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

- h) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996 (as amended from time to time).
- i) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete.
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- j) 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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- k) 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.
- l) The seat and venue of the arbitration proceeding shall be New Delhi.

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

- a) If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

23.5 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.

23.6 Exclusions

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

- a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- b) 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.
- c) 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.

24.0 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the

CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

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

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

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

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

25.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

26.0 In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

27.0 SET OFF CLAUSE:

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

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

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy 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.

29.0 ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy 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.

30.0 TERMINATION:

- a) **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.
- b) **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.

- c) **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-24.0 above.
- d) **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

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

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

- i) **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. No demobilization charges shall be payable by COMPANY in case of Article from (d) to (g).

- 31.0 SUB-LETTING:** The contractor shall not sub-let the WHOLE of the Works. Except where otherwise provided by the contract, the Contractor shall not sub-let any PART of the Works without the written consent of the Engineer-in-Charge and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or workmen, provided always that the provision of labour on a piece-work basis shall not be deemed to be a sub-letting under this Clause.

32.0 INSURANCE:

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

- a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.
- b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.
- c) The 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 subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

32.2 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 the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor. 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.

32.3 The Contractor shall require all of its 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.

32.4 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.

32.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-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."

32.6 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".

32.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

32.8 Certificate of Insurance:

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

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

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.

32.9 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.

32.10 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.

32.11 On account payment to OIL in case of claim

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

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

- (i) Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.
- (ii) Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- (iii) Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

- (iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- (v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.
- (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.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

- (vii) **Any other insurance policy set forth in the SCC.**

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 Contractor | For and on behalf of Company |
|--|---|
| M/s. _____ _____ Address _____ _____ _____ | Oil India Limited Duliajan, Dibrugarh Assam- 786602 |
| | |

| | |
|--|--|
| <p>Signature _____</p> <p>Name of Signatory _____ -</p> | <p>Signature _____ _____</p> <p>Name of Signatory _____ _____</p> |
| <p>Seal of Contractor's firm</p> | <p>Seal of Signatory</p> |
| <p>(In presence of)</p> <p>Signature _____</p> <p>Name _____ _____</p> | <p>(In presence of)</p> <p>Signature _____ _____</p> <p>Name _____ _____</p> |

OIL INDIA LIMITED
(A Govt. of India Enterprise)

Description: Necessary replacement of false ceiling & mosquito net with frame, painting, repair and renovation of staff guest house at PS9 Dumar.

SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES

| SL. NO. | DESCRIPTION OF WORK | QTY (A) | UNIT | OIL'S RATE PER UNIT (B) | OIL'S TOTAL AMOUNT C=(AXB) | SERVICE ACCOUNTING CODE (SAC) | SPECIFY % OF GST ON (C) |
|---------|--|---------|------|-------------------------|----------------------------|-------------------------------|-------------------------|
| 10 | Dismantling cement asbestos, gypsum board or other hard board ceiling or partition walls including stacking of serviceable materials and disposal of unserviceable materials within 50 metres lead. | 212.200 | M2 | 52.96 | 24 | | |
| 20 | Dismantling wood work in frames, ceiling frame, mosquito net frame, trusses, purlins and rafters up to 10 metres span and 5 metres height including stacking the material within 50 metres lead : Of sectional area below 40 square centimetres. | 701 | M | 16.76 | 212.200 | | |
| 30 | Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to | 212.200 | M2 | 1,436.96 | 304,922.91 | | |

E-TENDER: CGI8611L25

| | | | | | | |
|--|--|--|--|--|--|--|
| <p>centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with : 12.5 mm thick tapered edge gypsum moisture resistant board</p> | | | | | | |
|--|--|--|--|--|--|--|

E-TENDER: CGI8611L25

| | | | | | | | |
|-----|--|-----|-----|--------|------------|--|--|
| 40 | Removing dry or oil bound distemper, plastic paint, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. | 799 | M2 | 23.64 | 18,888.36 | | |
| 50 | Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead. | 80 | M2 | 51.37 | 4,109.60 | | |
| 60 | Providing and laying 12 mm cement plaster of mix: 1:4 (1 cement: 4 fine sand) | 100 | M2 | 288.44 | 28,844.00 | | |
| 70 | Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification. | 42 | BAG | 17.06 | 716.52 | | |
| 80 | Supply of Acid for cleaning tiles | 25 | L | 25.76 | 644.00 | | |
| 90 | Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete | 799 | M2 | 146.65 | 117,173.35 | | |
| 100 | Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content.: With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre | 577 | M2 | 69.51 | 40,107.27 | | |
| 110 | Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of | 577 | M2 | 134.22 | 77,444.94 | | |

E-TENDER: CGI8611L25

| | | | | | | | |
|-----|--|---------|----|--------|-----------|--|--|
| | approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. Two coats | | | | | | |
| 120 | "Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture." " | 111 | M2 | 212.63 | 23,601.93 | | |
| 130 | "Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm)" | 222 | M2 | 150.93 | 33,506.46 | | |
| 140 | "Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :For fixed portion; Anodised aluminium (anodised | 165.000 | KG | 465.22 | 76,761.30 | | |

E-TENDER: CGI8611L25

| | | | | | | | |
|-----|---|--------|----|----------|-----------|--|--|
| | transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)" | | | | | | |
| 150 | "Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately); Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15) " | 16.950 | KG | 562.56 | 9,535.39 | | |
| 160 | Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of | 24 | M2 | 1,414.55 | 33,949.20 | | |

E-TENDER: CGI8611L25

| | | | | | | | |
|-----|---|-------|----|----------|-----------|--|--|
| | engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5 mm thickness (weight not less than 12.50 kg/sqm) | | | | | | |
| 170 | Providing and fixing fly proof galvanized S.S. wire gauge to windows and clerestory windows using wire gauge with average width of aperture 1.4 mm in both directions with wire of dia 0.63 mm all complete: With 12 mm mild steel U beading | 24 | M2 | 882.61 | 21,182.64 | | |
| 180 | Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :Of area 3 sq. metres and below. | 7 | EA | 345.09 | 2,415.63 | | |
| 190 | Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:4 (1 cement : 4 coarse sand | 1.220 | M3 | 8,126.54 | 9,914.38 | | |
| 200 | Cleaning the sand stone surface and removing dirt, dust, bird dropping, grease, oil, algae, fungus, monkey beats, vegetable growth etc., including providing, applying and washing the surface with liquid Ammonia Chemical of 5% solution and other chemical cleaning agent as approved by Archaeological Survey of India/ Engineer-in-charge, of approved brand and manufacturer, with the help of required scrubbers and also cleaning with machine operated water jet mixed with desired quantity of fine silica where ever required, without causing any | 14 | M2 | 198.34 | 2,776.76 | | |

E-TENDER: CGI8611L25

| | | | | | | | |
|-----|--|---------|----|----------|------------|--|--|
| | scratching/ damage to the stone surface and finally washing the surface with clean water with the help of pressure jet machine, complete in all respect, including taking all precautions to safeguard ventilators, windows, doors etc. by suitable covering so as to avoid any damage to the building/structure, all as per direction of Engineer_in-charge (The rate is inclusive of all materials & labours involved except scaffolding). | | | | | | |
| 210 | Providing and fixing brass curtain rods of wall thickness 1.25 mm with two brass brackets fixed with brass screws, knobs and wooden plugs etc. wherever necessary complete: 25 mm diameter. | 24 | M | 396.26 | 9,510.24 | | |
| 220 | "Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm" | 212.200 | M2 | 1,374.26 | 291,617.97 | | |
| 230 | Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), Jointing with grey cement slurry @ 3.3 kg/sqm | 40 | M2 | 944.89 | 37,795.60 | | |

E-TENDER: CGI8611L25

| | | | | | | | |
|-----|--|-----|----|----------|------------|--|--|
| | including pointing the joints with white cement and matching pigment etc., complete. | | | | | | |
| 240 | "Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joint with white cement & matching pigments etc. complete. Size of Tile 600x600 mm" | 30 | M2 | 1,453.31 | 43,599.30 | | |
| 250 | Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete | 130 | M2 | 1,119.59 | 145,546.70 | | |
| 260 | "Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing of edges to | 5 | M2 | 4,764.02 | 23,820.10 | | |

E-TENDER: CGI8611L25

| | | | | | | | |
|--|---|----------------------------------|--|--|--|--|--|
| | give high gloss finish etc. complete at all levels. Granite stone slab of colour black, Cherry/Ruby red: Area of slab over 0.50 sqm" | | | | | | |
| | | <u>OIL'S TOTAL AMOUNT</u> | | | | Quoted percentage of the Bidders in words and figure. (In between (+/- 10%) | |
| | Bidders' to quote +10% to -10% on the total cost. (For quoting below the quoted rates, either (-) sign or the word "below" to be mentioned before the figure in percentage.) No percentage to be quoted against any line item. | <u>₹ 13,81,371.42</u> | | | | | |

Please note that :-

The bidders should ***not quote*** their rates ***against individual items***. The rates shall be quoted within (+/-) 10% on the total internal estimate, as specified in Schedule of Works (Part-II) subject to the limit of overall percentage from -10% to +10% of the internal estimated contract cost. However, the bids with quoted overall percentage below (-10%) and above (+10%) of the internal estimated cost will be rejected outright. The rates shall be in figures and up to two decimal places only. In case of any identical situation, the L-1 bidder will be decided through draw of lots.

The Rates of Company's Internal Estimate are exclusive of P.F. & GST. The Bidders must quote their rates excluding P.F. & GST.

The Wages Component for the Work is : 22.50 %

The Contractor must quote considering the prevailing minimum labour wage rate for each day of work.

Offers not furnished in the above format as per instruction given shall be summarily rejected.

E-TENDER: CGI8611L25

Special Notes:

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

2. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document."

3.. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes except PF and GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder."

5. Refer GST Clauses(**Clause no. 31 of GCC**).

6. Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-I** (refer bid document) for compliance

7. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,

8. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) along with his un-priced part.

9. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.

10. **GST if quoted above shall be considered for evaluation as per provisions of Bidding Document.**

11. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.

Notes:

*(i) Bids will be evaluated considering the entire requirement as above. **The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties except PF & GST. However, if applicable GST payable to be shown separately.***

*(ii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.*

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime i.e., New Tender)

INDIRECT TAXES/ GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. **The rates quoted by the bidders shall be inclusive of all taxes, duties and levies.** However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the

~~6. GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.~~

7. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

8. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

9. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

10. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

10. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

PART-III

Special Conditions of Contract (SCC)

SPECIAL INSTRUCTION TO THE CONTRACTOR:

1.0 GENERAL:

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

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

2.0 STORAGE:

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

3.0 SYNTHETIC ENAMEL PAINT:

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

4.0 PLASTERING:

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

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

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

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

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

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

5.0 WOOD WORK:

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

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

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

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

6.0 DOORS:

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

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

7.0 WASHABLE DISTEMPER/OIL BOUND DISTEMPER/PLASTIC EMULSION PAINTING

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

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

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

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

8.0 VITRIFIED TILES / CERAMIC TILES / GLAZED TILE FINISH:

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

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

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

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

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

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

9.0 SANITARY, PLUMBING WORKS AND WATER SUPPLY FITTINGS & FIXTURES:

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

10.0 GRANITE/MARBLE SLAB WORK:

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

11.0 MEASUREMENT & PAYMENT:

Payment for all works done shall be made on the basis of actual work done as per the schedule of rates. For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of rates, deviation order for the same shall be made on the rates as decided by the Company's Engineer.

12.0 SAFETY MEASURE:

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

13.0 RECORD KEEPING:

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

13.2 A register to be maintained at site which will be in the custody of the Engineer-in-charge or his representative to maintain the records of use of cement and the same has to be signed by the contractor.

13.3 A separate register to be maintained at site by the contractor to record the works executed and remarks columns to be added in this to record the hindrance.

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

14.0 CONTRACTOR'S GODOWN:

The contractor must make adequate arrangement as directed by the Engineer-in-Charge, for the storage in suitable godown of all perishable materials such as cement. On no account may cement be stacked on the ground either in or outside godown. The contractor shall also construct a temporary office at site, before start the execution of work at site, as directed by the Engineer- in charge.

15.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:

15.1 Watch and ward, loss or damage to Company's property's theft and other incidental charges shall be Contractor's responsibility.

15.2 Efficient workmen to be engaged by the Contractor.

15.3 Materials if rejected should be removed from site within 48 (forty-eight) hours of rejection, failing which the company reserves the right to get the rejected materials removed at the risk and cost of the contractor.

15.4 The Company reserves the right to get the part or whole work completed through other agency at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.

15.5 The Contractor shall obtain labour clearance within seven (7) days of signing the contract.

15.6 Water that may accumulate on the site during progress of the works or in trenches or at any excavated place of working site have to be evacuated from site by the contractor to entire the satisfaction of the Engineer-in-charge and at the Contractor's expense.

15.7 If needed water and electricity will have to be arranged by the Contractor at his own cost.

15.8 The Contractor and his workmen have to strictly observe the safety precautionary rules while executing the work.

15.9 No road closure will be allowed during execution of work and necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfilment of this condition.

15.10 The Contractor will be required to work expeditiously at the site.

15.11 Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-charge.

15.12 Quantity of cement used will be calculated as per CPWD standard.

15.13 The security of materials issued to the contractor in connection with the work is the responsibility of the contractor, for which no extra payment will be made.

15.14 All materials supply by the contractor must be approved by Engineer in-charge and necessary test certificate from a competent authority for Steel, aggregates, sand, water, cube tests, or any other material as directed by the Engineer-In-charge to be used at the Foundation jobs will have to be produced by the Contractor.

15.15 Company's internal estimate is excluding of GST & PF component.

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

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

i. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

ii. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

iii. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

iv. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Actor omissions at work.

- v. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- vi. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
- vii. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
- viii. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- ix. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- x. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- xi. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- xii. The Contractor or his representative shall arrange tool box meetings and regular site safety meetings and maintain records.
- xiii. The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.
- xiv. OIL will communicate all information to the Contractor or his authorized representative only.
- xv. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- xvi. 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.
- xvii. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor.
- xviii. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. Defective tools shall be immediately removed.

- xix. The Contractor should prevent the frequent change of his deployed employees as far as practicable. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
- xx. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
- xxi. Barricading of area to be done with reflecting tapes as applicable during work.
- xxii. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
- xxiii. Smoking is prohibited in all Company restricted areas. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
- xxiv. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- xxv. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, appropriate action will be initiated against the Contractor.
- xxvi. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

17.0 CONTRACTOR'S RISKS:

All risks of loss of or damage to physical property and of physical injury and death to the personnel, which arise during the course of and in consequence of the performance of the contract, are the responsibility of the contractor.

18.0 INDEMNITY AND INSURANCE:

18.1 The contractor shall provide suitable insurance coverage from the date of issuance of work order to the end of defect liability period of the contract for the following events which are due to the contractor's risks, irrespective of whether such loss or damages are caused on account of negligence of the Contractor or their personnel.

- a) Loss of or damage to the works plants and materials.
- b) Loss of or damage to the equipment.
- c) Loss of or damage of property (except the works, plant, materials & equipment) in connection with the contract.
- d) Physical injury or death of all his manpower deployed by him.

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

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

18.4 Contractor shall at his own expense arrange, secure, maintain and renew insurance for the events mentioned above throughout the contract period including the defect liability period.

18.5 Indemnity Agreement:

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

19.0 Company reserves the right to initiate actions against the bidder / contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy available at OIL's website.

20.0 Defect liability period shall be 6 months beyond the date of completion of works as certified by Engineer-InCharge. During defect liability period, all corrective works shall be carried out entirely at Contractor's own expenses. If such corrective works are not carried out within a reasonable time, the Company, at its discretion, may have such remedial works carried out by other agencies and charge the cost thereof to the Contractor. This amount shall be deducted from contractor's bill/ Retention money/ Performance security.

21.0 PBG/Security Deposit Clause: The Contractor has furnished to Company the performance security in the form of _____ of Rs. _____ (Not to be filled up by the bidder while submitting the offer. This is to be filled up by OIL at the time of award of the contract to the successful bidder) (being 2.5% of the contract value) with validity upto _____. The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. If in case the original Contract is required to be amended thereby increasing the Contract cost or the contractual period or both, the Contractor must deposit the requisite additional amount of Performance Security and / or extend the validity of the Performance security accordingly. The validity of performance security shall be up to 9 months beyond contract expiry date covering the defect liability period of 6 months.

E-TENDER: CGI8611L25

OIL INDIA LIMITED

ANNEXURE - I

MATERIALS STATEMENT

Job Title _____ Est. No. _____ Cost Center _____

Sheet No. _____

| Item No | Description | Unit | Quantity | Unit Cost | Total Cost | Remarks | Origin | DETAILS OF RESERVATIONS | | | | | | | | | |
|---------|-------------|------|----------|-----------|------------|---------|--------|-------------------------|------|------|-----|------|------|-----|------|------|--|
| | | | | | | | | Dt. | Qty. | Sig. | Dt. | Qty. | Sig. | Dt. | Qty. | Sig. | |
| | | | | | | | | | | | | | | | | | |

WORK ORDER NO.

JOB COMPLETION CERTIFICATE Annex-II

Ref. No:

Dated:

GM .CIVIL (PL)

Oil India Limited, PHQ Noonmati

Ref. Notification No:

Date:

Ref. Purchase Requisition no:

Date:

Ref. Purchase Order No:

Date:

Job operation period – _____ to _____

Job description:

I, _____ V/Code:_____ *have* completed the contents of works mentioned in above notification/requisition.

Signature of the contractor

This is to certify that the job has been satisfactorily completed by the contractor as per the above notification at PHQ, Noonmati .

Remark (if any) from the requestor: _____

Signature of Supvr./Site J.E.

Name: _____

Designation: _____

Salary code: _____

Signature of the user/occupant

Name: _____

Designation _____

Salary code: _____

Signature of Engg-In-charge (Civil)

Name: _____

Designation: _____

Salary code: _____

Signature of requestor:

Name: _____

Designation: _____

Salary code: _____

Dated : _____

Office Seal.

ANNEXURE-III - FORMAT FOR HINDRANCE REGISTER

Description of Project : Contractor's Name : Contract No. & Date : Scheduled Completion Date :

| Sl. No | Nature of Hindrance | Items of work that could not be executed because of this hindrance | Date of start of hindrance | Date of Removal of hindrance | Period of hindrance | Overlapping Period, if any | Net hindrance days | Remarks |
|--------|---------------------|--|----------------------------|------------------------------|---------------------|----------------------------|--------------------|---------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Signature of Contractor's Representative Signature of Engineer-in-charge Signature of HoD

PART-IV

PAYMENT TERMS

AS PER CLAUSE NO. 10 OF PART I-GCC

PART-V

**OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM**

SCHEDULE OF COMPANY'S PLANTS, MATERIALS & EQUIPMENT

a) SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES / STOCK PILES for permanent incorporation in works and

b) SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENTS for use in the execution of work

Materials:

(i) Cement will be supplied by company free of cost. Total number of cement bags required for the job to the maximum of theoretical consumption as per the specification of CPWD and shall be supplied by company free of cost. Additional and damaged cement requirement in excess of above shall be issued to the vendor on chargeable basis at a rate double the cost of company costing price. In case the consumption of cement is less than that the quantity issued to the contractor then the contractor shall arrange to return the excess quantity in good usable condition to the company at its stores.

(ii) All empty cement bags must be returned to Company's Godown failing which Rs 8/- (Rupees Eight only) per bag for empty cement bags will be recovered from the Contractor's bill.

Plants and Equipments: - Nil

NOTE:-

1. The Contractor is to arrange transport of the above materials to site of work.
2. If the materials listed above are not available suitable substitute will be provided by the Company and Contractor shall incorporate the same in the works without extra cost.
3. Containers if issued to the contractor must be returned to Company in good condition.
4. Plants and equipment if issued to Contractor must be under proper watch so that no part is pilfered. These must be handled only by Company's operators. Contractor shall be responsible for any loss or damage to these plants and equipment while these are under his/their custody.
5. Materials issued to Contractor must be under proper watch & ward so that no part is pilfered. If any perforation takes place the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the materials issued.

6. Cement issued to Contractor by the Company is meant only for the specific Company work relating to the Contract. However, if any quantity of Cement is left over from the quantities issued for any reason whatsoever, on the completion / cancellation / termination of the Contract the same shall have to be returned to the Company in full within one week of completion/cancellation of the work failing which the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the Cement.

7. All other materials issue to the Contractor by the Company if subsequently found to be in excess of the actual requirement will have to be returned by the Contractor within two weeks of completion of the work failing which the cost of all such materials will be recovered from the Contractor at double the value of materials without any reference to him.

Part-VI- Owner's Drawing and Data will be furnished during execution

PART-VII - SAFETY MEASURES

**To,
GM(CONTRACTS)
OIL INDIA LIMITED
GUWAHATI-781171**

Description of work/service:

Necessary replacement of false ceiling & mosquito net with frame, painting, repair and renovation of staff guest house at PS9 Dumar.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the HSE (Health, Safety & Environmental) points listed in tender document.

Date _____

(Seal)

M/s. _____

Yours Faithfully,

FOR & ON BEHALF OF CONTRACTOR

PART-VIII- INTEGRITY PACT(NOT APPLICABLE FOR THS TENDER)

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for -----
------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

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 for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.
- (iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder 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 subsequent contract execution, if awarded.

- (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
 - (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder 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, for such reason.

1. If the Bidder 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 from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 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 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 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) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process 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.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.
- (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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer the Monitor the option to participate in such meetings.
- (5)** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.
- (6)** The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7)** If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8)** The word 'Monitor' would include both singular and plural.
- (9)** In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

PROFORMA - I
BID FORM

To
THE **CGM (CONTRACTS)**
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sub: IFB No. : **CGI8611L25**

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of ____ (Price not to be indicated)____ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (____) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2025.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

LETTER OF AUTHORITY

To
THE **CGM (CONTRACTS)**
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sir,

Sub: IFB No. **CGI8611L25**

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.: _____ for

“Necessary replacement of false ceiling & mosquito net with frame, painting, repair and renovation of staff guest house at PS9 Dumar.”

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

Yours Faithfully,

Signature: _____
Name : _____
Designation: _____
For & on behalf of: _____

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

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations to be rendered)

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

| PART No. | Clause No. (Page No.) | Non-Compliance | Remarks |
|-----------------|------------------------------|-----------------------|----------------|
| | | | |

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids.

If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

PROFORMA- IV

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

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address:

FAX Number :

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

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

GST Registration Number:

Signature of Vendor with Official Seal

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

.....

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

CGM(CONTRACTS)
Contracts Department,
Oil India Limited, PHQ,
GUWAHATI-781171,
Assam, India.

Sir,
I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. _____ for “Construction of pathways at Solar Panel area inside PS-3, Jorhat including supply of all materials.”

Yours Faithfully,

Authorised Person’s Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

DECLARATION FOR BID SECURITY

PROFORMA-D

To,
M/s. Oil India Limited
.....,
.....

Sub:
Tender No:.....

Dear Madam/Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. (Name of Bidder) have submitted our offer / bid no.....

We, M/s.(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

- (b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security,(if applicable) in accordance provisions of tender document.
 - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

PROFORMA-VI

FORM OF PERFORMANCE BANK GUARANTEE
(To be submitted by the successful bidder in case of award of contract)

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
PIPELINE DEPARTMENT, GUWAHATI
ASSAM, INDIA, PIN -781 171.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs.....

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____
Witness _____
Address _____
Date _____
Place _____

Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):

| BANK DETAILS OF BENEFICIARY | | |
|-----------------------------|---------------------|--|
| a | Bank Name | AXIS BANK |
| b | Branch Name | GUWAHATI |
| c | Branch Address | CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM |
| d | Banker Account No. | 140010200027654 |
| e | Type of Account | CURRENT ACCOUNT |
| f | IFSC Code | UTIB0000140 |
| g | MICR Code | 781211002 |
| h | SWIFT Code | Axisinbb140 |
| i | Contact No. | 8876501401 |
| j | Contact Person Name | Mr. Dibakar Ghaosh |
| k | Fax No. | Not available |
| l | Email Id | Guwahati.branchhead@axisbank.com |

Encl. Original Bank Guarantee

PROFORMA-VII

FORMAT FOR UNDERTAKING
(IN TERMS OF TENDER NO. CGI6451L25
(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED

To
CGM-CONTRACTS
OIL INDIA LIMITED
GUWAHATI

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO CGI8611L25

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **CGI8611L25** for “

Necessary replacement of false ceiling & mosquito net with frame, painting, repair and renovation of staff guest house at PS9 Dumar.”

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.(if applicable)

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

To,
Chief General Manager (F&A)-PL
Oil India Limited
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

I/We request and hereby authorise you to execute E-Payment vide RTGS/NEFT modes to My /Our Bank account as per the details given below:

(A) BANK DETAILS

- 1. Bank A/c No. (Must Enclose Cancelled Cheque)
- 2. Account Type Saving Bank/ Curent Account
- 3. Bank Branch
- 4. Bank Address
- 5. IFSC Code
- 6. MICR No.

(B) VENDOR DETAILS :

- 1. Vendor Code (See the vendor code given in the PO/Contract)
- 2. Name
- 3. PAN No. (Must enclosed self-attested photo copy of PAN Card)
- 4. Address with Mobile/Telephone No.
- 5. ~~VAT TIN No.~~
- 6. ~~CST Regn. No.~~
- 7. GSTN. No.
- 8. ~~Central Excise Regn.No.~~
- 9. Email ID

I/We hereby declare that the particulars given above are correct and complete. I/We confirm that I/we shall bear the charges, if any levied by my/our bank for the credit in our above account through NEFT. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

Thanking you,

Date:

Authorised Signatory & Stamp

.....
.....

Bank Certificate

We confirm that the details given above are correct as per our records.

Date:

Place:
Official

Signature, Code & Stamp of Authorised Bank

(To be typed on the letter head of the bidder)

To,
Chief General Manager (Contracts)-PL
Oil India Limited
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Subject: Undertaking of Authenticity of Information/documents submitted

Refer : Tender No.....Dated.....

Sir/Madam

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent , OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No:

Place:

Date:

(Affix seal of the Organization here, if applicable)

.....

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY PURCHASER/ OWNER

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS OIL INDIA Ltd. (hereinafter referred to as "OIL") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their Pipeline Headquarters at PO Udayan Vihar, Guwahati-781171, Assam has entered into an Contract with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) OIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by OIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by OIL to the CONTRACTOR, OIL has required the CONTRACTOR to furnish to OIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to OIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to OIL forthwith on demand in writing without protest or demur the value as specified by OIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with OIL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of _____ (In words _____

_____ Only).

AND THE CONTRACTOR hereby agrees with OIL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking

and shall remain valid and irrevocable for all claims of OIL arising hereunder up to and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of OIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by OIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated _____.

Place:

Dated:

(SIGNED BY COMPETENT AUTHORITY)
Official seal of the CONTRACTOR

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

Oil India Limited
Contracts Department
Guwahati, Assam – 781171

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

BG issuing bank details:

Bank Branch IFS Code

Contact Details

E-mail Addresses

Correspondence Address

H No/Street/City

Mobile

Telephone

Fax

State

Country

Pin Code

Declaration:

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

Authorized Signature _____

Name _____

Vendor Code _____

Email ID _____

Mobile No. _____

Encl. Original Bank Guarantee

PROFORMA-XIII EXHIBIT-I

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR
RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY
WHICH SHARES LAND BORDER WITH INDIA**

We, M/s. _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached}

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA- XIII EXHIBIT-II

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB- CONTRACTING

We, M/s __ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached}

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization. here, if applicable)

PROFORMA- XIII EXHIBIT-III
ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF
TECHNOLOGY

We, M/s __, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement:. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s __, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. [Evidence of valid registration by the Competent Authority shall be attached]

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)

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCALCONTENT/ DOMESTIC VALUE ADDITION (APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,
M/s Oil India Limited, Pipeline Head Quarters (PHQ), GUWAHATI-781171, Assam, India,

Dear Sir

We, M/s_ (*Name of Bidder*) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option () above).

It is further confirm that M/s_____ (*Name of Bidder*) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of.....%.

The details of the location (s) at which the local value addition is made is as under:

.....
.....
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and OIL will take action as per provision of tender document.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation: Seal:

PROFORMA-XX

COMMERCIAL CHECK LIST

Bidder's Name: _____

TENDER NO.

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

| Sl. No. | Description | Bidder's Confirmation |
|----------------|---|------------------------------|
| 1. | Type of Bidding Entity (Proprietorship/ Partnership/ Pvt Ltd etc.) | |
| 2. | Bidder's name and address: | |
| 3. | It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender. | |
| 4. | Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender | |
| 5. | Indicate SAC Code Indicate rate of GST applicable. | SAC Code: GST% |
| 6. | EMD Details: Whether Bid Security submitted (If applicable) | |
| 7. | Confirm to Submit PBG as per Tender requirement(If applicable) | |
| 8. | Confirm that the offer shall remain valid for acceptance up to 120 (One-Hundred Twenty) days from Date of bid opening. | |
| 9. | Whether Mobilization and Completion period of contract is complied? | |
| 10. | Whether Integrity Pact Submitted (if applicable)? | |
| 11. | Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document. | |
| 12. | Confirm that percentage of Local | |

| | | |
|-----|--|--------------------------------------|
| | Content along with Certification of Incorporation/ Registration and other relevant documents required under BEC Clause No. 1.0 has been submitted | |
| 13. | Confirm that you have submitted all documents as mentioned in the Tender/Proformas/ Annexures/Appendix | |
| 14. | Confirm acceptance to all terms & conditions of the Tender. | |
| 15. | Confirm that all correspondence must be in English Language only. | |
| 16. | Indicate Name & Contact No. (Telephone/Fax/E-mail) of person authorized for signing the bid. | Name: Contact No.: Fax: Email: |
| 17. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. | |
| 18. | Please indicate the following: (i) PAN No. (ii) GST Regn. No. | |
| 19. | Whether Technical Evaluation Sheet for BEC BRC submitted | |
| 20. | Whether Power of Attorney/ Authorization letter (Regarding authority for submission of bid) in prescribed format submitted | |
| 21. | Confirm bidder's financial standing i.e., the bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. | |
| 22. | Confirm that bidder is not under holiday list /Delisted/ Blacklisted/ debarred in OIL | |

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 _____

GENERAL HSE POINTS

The Contractor shall adhere to following points (as applicable for installations under the Factories Act) while performing the works under this contract:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
5. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's omissions at work.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. Statutory forms to be maintained in respect to Factories Act, 1948, Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.
9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Factories Act, 1948, Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
10. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
11. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
12. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
17. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O₂/CO/H₂S) and FLP torch light to be made available at site.
21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
22. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.
23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.
24. The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.
25. OIL will communicate all information to the Contractor or his authorized representative only.
26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
27. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
33. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
35. Barricading of area to be done with reflecting tapes as applicable during work.
36. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

38. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.

39. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.

42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.

43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

NOTE: All Contractors' personnel must undergo safety orientation programme conducted by Oil India Ltd before commencement of the job. For any clarification with regard to the above, the contractor may contact HOD-MECHANICAL MAINTENNANCE PIPELINE SERVICES.

Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner Guwahati along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner, Guwahati, for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

STARTUP AND MSE VENDORS

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

APPENDIX-1

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,

GM(CONTRACTS)

Contracts Department, OLNDIALMIED, PHQ, GUWAHATI

PIN-781171

Dist. KAMRUP (M),

Assam India

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. _____

We, _____ (name of bidder), hereby confirm that:

- (1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

- (2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

(Name & Signature of the
authorised
signatory of the bidder)

APPENDIX-2

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL

To,

CGM(CONTRACTS)

Contracts Department, OIL INDIA LIMITED, PHQ, GUWAHATI

PIN-781171

Dist. KAMRUP (M),

Assam India

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

(Name & Signature of the
authorised
signatory of the bidder)

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

| | | |
|--|--|--|
| To M/s OIL INDIA LIMITED, Address: CONTRACTS SECTION PIPELINE DEPARTMENT, GUWAHATI ASSAM, INDIA, PIN-781171 | Insurance Surety Bond (ISB) No. | |
| | Date of ISB | |
| | ISB Valid up to (Expiry date) | |
| | Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date) | |
| | Stamp Sl. No./e-Stamp Certificate No. | |

WHEREAS, (Name and address of Contractor) _____ (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB 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 stating the default/breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this ISB, and we hereby waive notice of such change, addition or modification.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up

of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surety Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
 - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and
 - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Witness:

Issuing Authority:

.....
(Signature)

.....
(Name)

.....
(Designation & official address)

.....
(Signature of the Authorised Signatory)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorized Vide Power of Attorney No.
Date.....

**INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY
"INSURANCE SURETY BOND"**

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.