OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O.DULIAJAN-786602, ASSAM
E-TENDER NOTICE

WORKS CONTRACT

OIL INDIA LIMITED (OIL) invites Local Competitive Bids (LCB) under **Single Stage Two bid System** from established Civil Engineering firms / contractors through its E-Procurement portal **"https://etender.srm.oilindia.in/irj /portal"** for the following works.

IFB No.	DESCRIPTION OF SERVICE	BID SECURITY	COST OF BID DOCUMENT
CDC9571P26	**LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement**	**₹ 2,27,000/-**	**NIL**

Bid Closing / Opening Date & Time for the above work : 15.07.2025 at 11.00/14.00 Hrs.

Bidder shall require User ID and Password for online submission of Bid.

Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal.

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

No physical Bid documents will be issued. 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.

All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and in the e-tender 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 them updated.

Civil Engineer-Contracts (C)
For GM-Contracts (O & C)
For CGM-Contracts (HOD)
***For* RESIDENT CHIEF EXECUTIVE**

Date: 20.06.2025

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

CONTRACTS DEPARTMENT
TEL: 0374-2800548
E-mail: *contracts@oilindia.in*
Website: www.oil-india.com
FAX: 0374-2803549

FORWARDING LETTER

Sub: IFB No. CDC9571P26 – LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement.

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under **OPEN E-TENDER SINGLE-STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for **'LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA(DULIAJAN) and supply of all materials including Cement.'** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	**CDC9571P26**
(ii)	Type of Bid	:	**Open Indigenous E-Tender, Single-Stage Two Bid System**
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

(viii)	Bid Validity	:	120 days from date of Bid Closing. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	**30 (Thirty) days** from the date of issue of LOI. For detailed mobilization, kindly refer **Clause No. 30.0** of the Special Conditions of Contract (SCC).
(x)	Bid Security/EMD Amount	:	**₹ 2,27,000.00** (Rupees Two Lakh Twenty-Seven Thousand) only. **Refer Clause No. 9.0 of Instruction to Bidder (ITB)**
(xi)	Bid Security/EMD Validity	:	As mentioned in the E-procurement portal. (Minimum 165 days from original bid closing date).
(xii)	Original Bid Security to be submitted	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xiii)	Amount of Performance Security	:	10% of Total Contract Cost **Refer Clause No. 24.0** of Instruction to Bidder (ITB)
(xiv)	Defect Liability Period		**12 (Twelve) months** from the date of handover as accepted and certified by OIL.
(xv)	Validity of Performance Security	:	**03 (three) months** beyond the defect liability period.
(xvi)	Location of job		Duliajan, Assam
(xvii)	Duration of the Contract	:	The duration of the contract shall be for a period of **18 (Eighteen) months** from the date of issuance of LOI (inclusive of mobilization period).
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	**Refer Clause No. 30** of General Conditions of Contract (GCC).

(xix)	Bids to be addressed to	:	CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xx)	Pre-Bid conference	:	Not Applicable
(xxi)	Last Date of receipt of Queries	:	Not Applicable
(xxii)	Whether tendered quantities are splitable	:	No
(xxiii)	**Deadline for Bid Query**	:	Any clarification/Queries relevant to the tender, if any, must be submitted by the bidders **within 28.06.2025**. Company will not be liable to respond to any such clarifications/queries for delay beyond **28.06.2025.**
(xxiv)	**Extension of Bid Closing Date**	:	The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.
(xxv)	**Submission of Check list**	:	**Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC** and other relevant technical criteria along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

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

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is

required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

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

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

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

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

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

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

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

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

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

3.4 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at **URL**: http://oil-india.com/pdf/ETenderNotification.pdf).

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

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

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

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

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

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

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

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

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

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

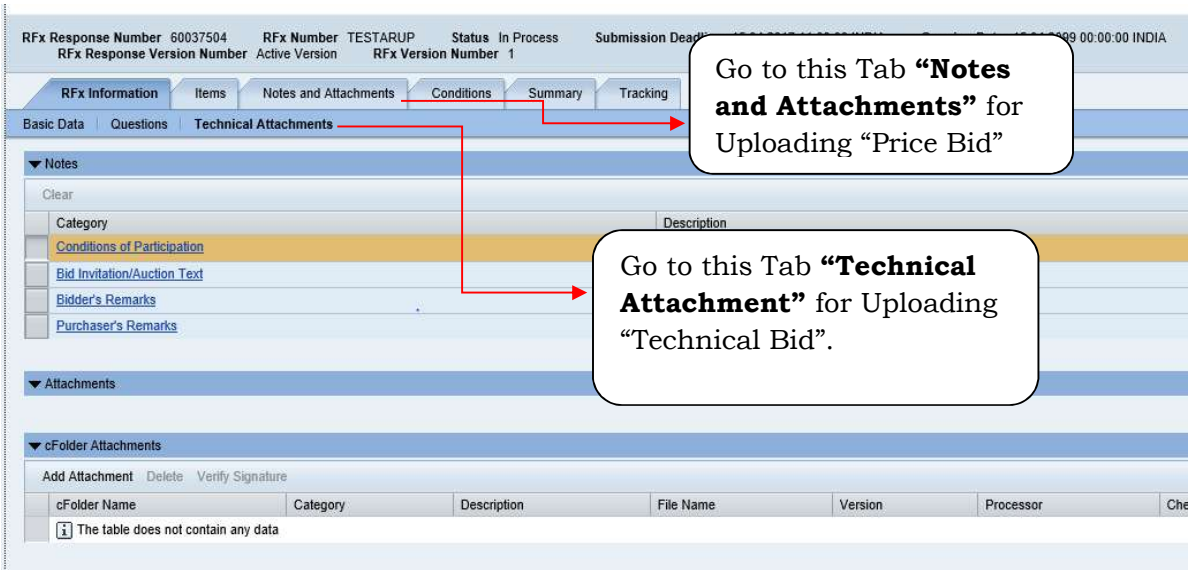
8.4 In case of Co-Operative Societies, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from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

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

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

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

9.0 SCREEN SHOTS



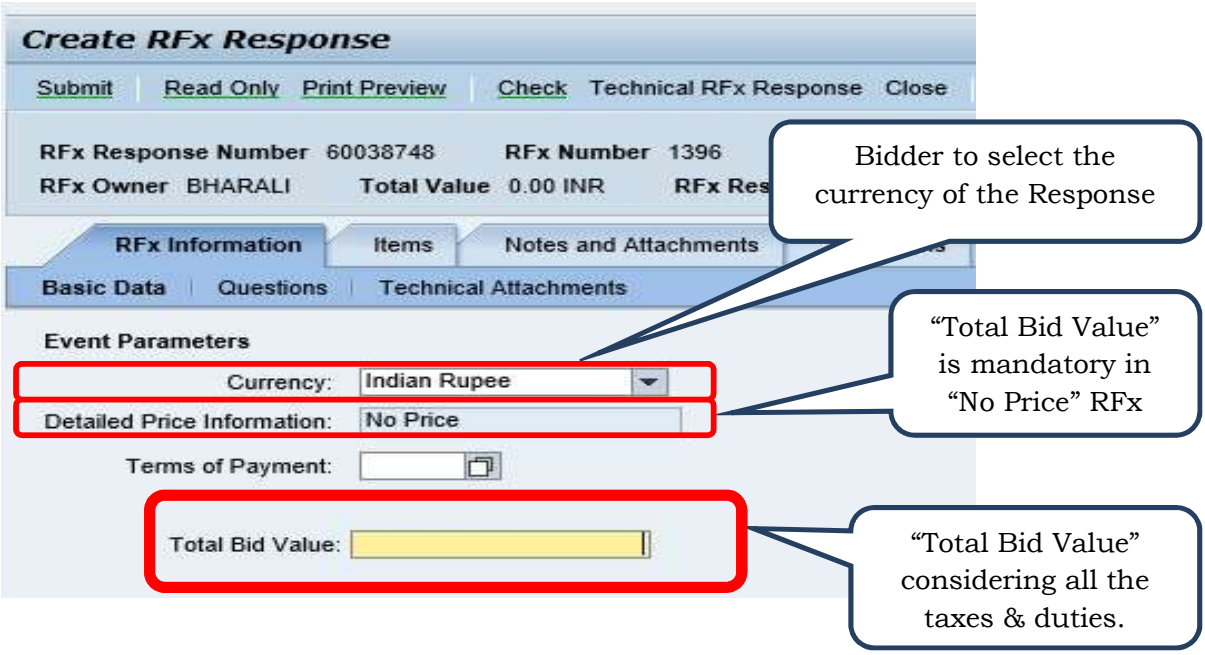
On "**EDIT**" Mode, bidders are advised to upload "**Technical Bid**" and "**Priced Bid**" in the respective places as indicated above:

Note:

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

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

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



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

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

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

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

13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available on OIL's website) of Company.

14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX.**

15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's latest Banning Policy available in OIL's website: www.oil-india.com.

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

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

18.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

18.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

18.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

18.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

18.4 The beneficial owner for the purpose of para 18.3 above will be as under:

18.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

18.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

18.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

18.4.4 Where no natural person is identified under (18.4.1) or (18.4.2) or (18.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

18.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

18.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

18.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.

18.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

18.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 18.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

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

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(BIKU KUMAR MAZUMDER)
CIVIL ENGINEER-CONTRACTS
For **GM-CONTRACTS (O & C)**
For **CGM-CONTRACTS (HoD)**
For **RESIDENT CHIEF EXECUTIVE**

Date: 20.06.2025

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA – BID REJECTION CRITERIA (BEC-BRC) of the tender document.

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

2.0 BID DOCUMENTS:

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

i. A Tender Forwarding Letter.
ii. Instructions to Bidders (ITB)
iii. Bid Evaluation Criteria - Bid Rejection Criteria (BEC-BRC)
iv. General Conditions of Contract (GCC): PART-I
v. Schedule of Work, Unit & Quantity (SOQ): PART-II
vi. Special Conditions of Contract (SCC) : PART-III
vii. Schedule of Company's Plants, Materials and Equipment (SCPME): PART-IV **[Not applicable for this Tender]**
viii. Safety Measures (SM): PART–V
ix. Integrity Pact (IP): PART-VI
x. Bid Form: PROFORMA-I
xi. Statement of Non-Compliance: PROFORMA-II
xii. Authorisation for Attending Bid Opening: PROFORMA-III
xiii. PROFORMA of Letter of Authority: PROFORMA-IV
xiv. PROFORMA for E-Remittance: PROFORMA-V
xv. Bid Security (Bank Guarantee Format)-PROFORMA-VI
xvi. Format of Performance Security: PROFORMA-VII
xvii. Agreement Form: PROFORMA-VIII
xviii. Format of undertaking by Bidders towards submission of authentic information / documents: PROFORMA–IX
xix. Certificate of Compliance of Financial Criteria: PROFORMA–X
xx. Certificate of Annual Turnover & Net Worth: PROFORMA–XI
xxi. Undertaking by vendor on submission of bank guarantee: PROFORMA–XII
xxii. Format of BG towards Purchase Preference-Local Content: PROFORMA–XIII
xxiii. Undertaking For Local Content- PROFORMA–XIV
xxiv. Format For Hindrance Register: PROFORMA–XV
xxv. Financial Standing Declaration: PROFORMA–XVI
xxvi. Declaration that bidder is not under Holiday list/Blacklisted, etc.: PROFORMA–XVII
xxvii. Declaration for confirmation of Term/Fixed Deposit: PROFORMA–XVIII
xxviii. EXHIBIT- I & II
xxix. PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY":PROFORMA-XXII
xxx. PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY": PROFORMA-XXIII
xxxi. Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)
xxxii. Technical Evaluation Sheet for BEC-BRC & others
xxxiii. Commercial check List

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

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 PREPARATION OF BIDS:

5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's / Agent's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

5.3 Documents comprising the bid: Bids are invited under **Single-Stage Two-Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) Technical Bid (to be uploaded in "Technical Attachments" tab):

a) Complete technical details of the services offered.
b) Documentary evidence established in accordance with Clause No. 8.0.
c) Bid Security (scanned) in accordance with Clause No. 9.0 hereunder. Original Bid Security should sent as per Clause No. 9.2 (c) below.
d) Bid Form as per **PROFORMA-I**.
e) Statement of Non-compliance as per **PROFORMA–II**.
f) Integrity Pact, digitally signed by OIL's competent personnel as **PART-VI**.
g) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

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

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

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

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

7.0 BID PRICE:

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

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

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

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

9.0 BID SECURITY

9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 9.8.

9.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

a. The Bid Security may 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 DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **PROFORMA-XII**) must also be submitted along with the scanned copy of BG in the technical bid.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for a minimum of **165 (One Hundred Sixty Five) days** from the original date of bid closing.

b. Alternately Bid 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 / Insurance Surety Bond/NEFT / RTGS /Insurance surety bond/ Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.

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

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

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

iii. If the bid security is submitted through NEFT or RTGS mode, details such **as UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.

c. **Submission of bid security in the form of Electronic Bank Guarantee (e-BG):**

Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab & Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes bank
17	IDFC First Bank		

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
A	Name	OIL INDIA LIMITED
B	PAN	AAAC02352C
C	Date of Incorporation	18-02-1959
D	Email ID	Abhay_Kumar@oilindia.in
E	Mobile No	9480312436

F	Local Address	Duliajan, Dibrugarh, Assam- 786602
G	Registered Address	Duliajan, Dibrugarh, Assam- 786602

d. In case of Bidders submitting Bid 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 Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.

e. Submission of Bid Security in the form of Insurance Surety Bond: In case the Bid Security is submitted in the form of Insurance Surety Bond (as per **ANNEXURE-XXII**) then the following instructions are to be followed:

i. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

ii. The Company shall be the Creditor, the Bidder 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.

iii. 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 Bidder/Insurer issuing the Insurance Surety Bond.

iv. The expiry date and values should be arrived at in accordance with instructions provided in the "Introduction" of the Tender.

v. The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

vi. 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".

vii. Bidder 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.

viii. Bidder 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.

f. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

g. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 9.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

h. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 10.0** below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

9.3 Any bid not secured in accordance with sub-clause 9.2 above shall be rejected by the Company as non-responsive.

9.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

9.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.

9.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 24.0 below is furnished.

9.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

9.8 The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original / extended validity.
b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.
c. If the bidder does not accept the contract.
d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

9.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).

9.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.

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

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

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

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank Ltd., Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

Bank Details of Beneficiary		
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company Name	Oil India Limited
H	SWIFT Code	ICICINBBXXX

10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid Security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below. However, such bidders must submit the bid security declaration as per format enclosed in the tender.

a. **Govt. Department & Public Sector Undertaking (PSUs)** are exempted from submission of bid security.

Note:

i. Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.
ii. The Purchase Preference Policy for MSE bidders shall not be applicable in this tender.

11.0 PERIOD OF VALIDITY OF BIDS

11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected

as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Bid Closing Date.

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

12.0 SIGNING & SUBMISSION OF BIDS:

12.1 Signing of bids:

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

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

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

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

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

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

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

12.2 Submission of bids:

The tender is processed under **Single Stage Two-Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment'

under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

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

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

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

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

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

13.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

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

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

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

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

17.0 BID OPENING AND EVALUATION:

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

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

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

17.4 Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

17.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.

17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position

of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

17.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

17.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

18.0 OPENING OF PRICED BIDS:

18.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.

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

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

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

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

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

19.1 Discounts / rebates:

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

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

20.0 CONTACTING THE COMPANY:

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

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

21.0 AWARD OF CONTRACT:

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

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

23.0 NOTIFICATION OF AWARD:

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

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

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

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

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

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

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

ii. Performance Security amount through NEFT or RTGS mode may be deposited in the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh

d	Bank Account No.	**10494832599**
e	Type of Account	Current Account
f	IFSC Code	**SBIN0002053**
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

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

c. **Submission of performance security in the form of Electronic Bank Guarantee (e-BG):**

Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab & Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes bank

17	IDFC First Bank		

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
A	Name	OIL INDIA LIMITED
B	PAN	AAAC02352C
C	Date of Incorporation	18-02-1959
D	Email ID	Abhay_Kumar@oilindia.in
E	Mobile No	9480312436
F	Local Address	Duliajan, Dibrugarh, Assam- 786602
G	Registered Address	Duliajan, Dibrugarh, Assam- 786602

d. 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.

e. In case of Bidders submitting Performance Security in the form of Fixed/Term Deposit, bidders have to submit a declaration as per the format prescribed in **PROFORMA-XVIII**. Further, the bidder may arrange the confirmation mail regarding issue of fixed deposit with the following details directly from bank's official e-mail id to Oil India's following e-mail id FD_PS@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

f. In case the Performance Security is submitted in the form of Insurance Surety Bond (as per **Annexure-XXIII**) then the following instructions are to be followed:

i. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

ii. The Company shall be the Creditor, the Bidder 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.

iii. 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 Bidder/Insurer issuing the Insurance Surety Bond.

iv. The expiry date and values should be arrived at in accordance with instructions provided in the "Introduction" of the Tender.

v. The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

vi. 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".

vii. Bidder 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.

viii. Bidder 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.

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

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

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

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

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

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank Ltd., Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

Bank Details of Beneficiary		
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	DULIAJAN

C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
G	SWIFT Code	ICICINBBXXX

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

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

25.0 SIGNING OF CONTRACT:

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

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

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

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

27.0 MOBILIZATION AND ADVANCE PAYMENT:

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

27.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

27.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

28.0 GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

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

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

28.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

28.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

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

28.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

28.9 OIL will prefer to deal with registered 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.

28.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

28.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

28.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

29.0 INTEGRITY PACT:

29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **PART-VI** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

29.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;

29.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

29.4 OIL has appointed Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of

Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail ID: rpawar61@hotmail.com & ramphal.pawar@ips.gov.in

b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail ID: tmbhasin@gmail.com

c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India
E-Mail ID: ams057@gmail.com

30.0 LOCAL CONDITIONS:

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

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

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

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

BID EVALUATION CRITERIA (BEC):

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

1.0 ELIGIBILITY CRITERIA:

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

Submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

Calculation of Local content for the offered services is in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024.

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

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

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

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

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 **Experience:** The bidder must have successfully executed/completed similar works against tender over the last 7 (seven) years reckoned from the Original Bid Closing

date in Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company of minimum value of either of the following:

One similar work of value= **₹ 90,63,000.00**
Or
Two similar works of value= **₹ 56,64,000.00** each
Or
Three similar works of value= **₹ 45,32,000.00** each

Notes to BEC-BRC Clause No. 2.1

i) **'SIMILAR WORK'** mentioned above means experience in **"Landscaping activity with construction of fountain & electrical lighting system".**

OR

"Garden maintenance with construction of fountain & electrical lighting system"

ii) For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

A. Contract document/LOA/WO showing details of work,

AND

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

The submitted document(s) must contain the following:

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

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

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

a. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.

- In case the document submitted as per point no 2.1(i) above, are not sufficient to establish the value/quantity/period of the similar work against para iv) (a) above the shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of SIMILAR work which should be certified by the

end user or a certificate issued by a practising chartered/cost Accountant Firm (With membership Number & Firm Registration Number).

v) **'SIMILAR WORK'** executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

Note to Technical Criteria:

(a) It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate.

(b) In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date.

vi) Any Bidder, if participated in the tender as Joint Venture **Or** Consortium with another party, such offers shall not be considered for evaluation.

vii) Experience of executing **'SIMILAR WORK'** through 'sub-contracting' shall not be considered for evaluation.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 37,76,000.00 (Rupees Thirty-Seven Lakh Seventy-Six Thousand)** only.

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

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

Note: **Net worth** shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Notes to BEC Clause No. 3.0

1. For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:

(i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XI.**

Or

(ii) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account)

audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

***Note:**

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

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

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 Bids are to be submitted under **Single-Stage Two-Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the price Bid should contain the quoted price. **There should not be any indication of price in the Un-priced Techno-Commercial bid; otherwise, the bid shall be rejected straightway.**

4.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

Note: The breakup of the quoted/ offered price i.e., duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

4.3 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.

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

4.5 Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

4.6 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

4.7 Bids are invited under **Single-Stage Two-Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid separately. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-tender portal accordingly within the Bid Closing Date and time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under **"Technical Attachment"** Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under **"Notes and Attachments"**.

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

(i) Firm price
(ii) EMD / Bid Security/Bid Bond
(iii) Period of validity of Bid
(iv) Price Schedule
(v) Performance Bank Guarantee / Security deposit
(vi) Delivery / Completion Schedule
(vii) Scope of work
(viii) Guarantee of material / work
(ix) Liquidated Damages clause
(x) Tax liabilities
(xi) Arbitration / Resolution of Dispute Clause
(xii) Force Majeure
(xiii) Applicable Laws
(xiv) Specifications
(xv) Integrity Pact

4.9 Bid received with validity of offer less than **120 (One Hundred Twenty)** days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I.**

4.10 Bid Security in Original must be furnished (except those exempted) as a part of the Technical Bid and shall reach the office of CGM-Contracts, OIL at Duliajan on or before 12.45 Hrs. (IST) on the bid closing date. A scanned copy of bid security document shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be **₹ 2,27,000.00.** Any bid not accompanied by a proper & valid Bid Security will be rejected straightway.

Note:

(i) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for **minimum 165 days** from the original bid closing date.

(ii) In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.

4.11 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PART-VI** of the tender document. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

5.0 PRICE EVALUATION CRITERIA:

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

5.2 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

5.3 If the bidders quote nil charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.

5.4 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.

5.5 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.

5.6 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted prices for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.

5.7 Service is not splitable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded as per Clause No. **8.0 Award of Contract.**

5.8 The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.

5.9 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

5.10 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

5.11 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.

6.0 GENERAL:

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

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

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

6.4 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

6.5 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

6.6 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

6.7 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

6.8 Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.

6.9 Bidders have to submit a declaration as per the format prescribed in **PART-V** regarding compliance of Safety Measures along with the technical bid.

6.10 Bidders shall submit a declaration as per **PROFORMA-XVI** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law or no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

6.11 Bidders shall submit a declaration as per **PROFORMA-XVII** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/ banning list by OIL debarring them from carrying on business dealings with OIL.

6.12 **Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC** enclosed as **PROFORMAS-XXV & XXVI,** along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

7.0 PURCHASE PREFERENCE CLAUSE:

7.1 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this tender. Bidders to check the provisions of the Notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly.

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

Note: In case a bidder is eligible to seek benefits under PP-LC policy, then the bidders should submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration as per **PROFORMA-XIV**. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

A. If L-1 bidder is a Class-I PPLC Bidder: In case if the L1 bidder is a Class-I PPLC bidder, the contract shall be awarded to the L1 Class-I PPLC bidder.

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

Upon award of Contract based on PPP policy-linked with Local Content (PP-LC), the bidder shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-XIII**) equivalent to 10% of the Contract Value, fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

9.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

9.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

9.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

9.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9.4 The beneficial owner for the purpose of para 9.3 above will be as under:

9.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

9.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

9.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

9.4.4 Where no natural person is identified under (9.4.1) or (9.4.2) or (9.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

9.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

9.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

9.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **PROFORMA-XIX** in this respect to be submitted by the bidder.

9.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

9.8 The bidders to provide an undertaking as per **PROFORMA-XX** along with their bid complying with Clause No. 9.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

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

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PART-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY / OIL / Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative / Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value*:*

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall

include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 **WAIVERS AND AMENDMENTS**:

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

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

4.0 **CONTRACT TIMELINE**:

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

4.2 **Date of Commencement of Operation:**

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

4.3 **Duration of the contract:**

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

5.0 **SCOPE OF WORK / CONTRACT**:

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

6.0 **GENERAL OBLIGATION OF CONTRACTOR**:

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

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

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

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

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

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

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

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

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. Commenting / countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

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

acceptance by the inspector.

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

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

8.2 CONTRACTOR's representative:

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

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

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

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

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

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

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

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

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

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOI/LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque* /Insurance Surety Bond/ NEFT / RTGS / Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

OR

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

OR

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

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

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

Full address
Branch Code
Code Nos. of the authorized signatory with full name and designation.
Phone Nos.
Fax Nos.
E-mail address.

10.3 The domestic CONTRACTOR / Service Provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.4 The foreign CONTRACTOR / Service Provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

10.5 The Performance Security shall be denominated in the currency of the contract.

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **03 (three) months** beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

10.7 The Performance Security shall be encashed by COMPANY on account of

CONTRACTOR's failure to fulfil its obligations under the Contract and / or non-performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.

10.8 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the latest Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

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

12.3 Taxes:

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

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

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

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

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

i. Name, Address and the GST Registration Number (under the relevant Tax

Rules) of the Service Provider (CONTRACTOR)

ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)

iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

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

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

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

12.4.5 In case of statutory variation in GST, other than due to change in turnover,

payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

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

14.0 INSURANCE:

14.1 The Contractor shall at its 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.

14.2 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 insurance provided for in this article solely by reason of a deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

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

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

14.5 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".

14.6 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".

14.7 Additional Assured:

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

14.8 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 the indemnity is afforded to all policies.

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.

14.9 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.

14.10 The 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.

14.11 On account payment to OIL in case of claim

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

14.12 The 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, if applicable, 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

15.0 LIABILITY:

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

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

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY

and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

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

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

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

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

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

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the

CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit / equipment / tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective

Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING / ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or

b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

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

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

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

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

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment

by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based up to 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION / FEE / REMUNERATION OF INDIAN AGENT / CONSULTANT / REPRESENTATIVE / RETAINER / ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

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

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

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

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

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

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.

2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.

3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if

applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

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

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS AND SERVICES:

a) The Contractor must complete the work within 18 Months of the date issuance of LOI/LOA. 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 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.

31.0 FORCE MAJEURE:

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

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72

(Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

33.2 Defective work not remedied by CONTRACTOR.

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

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages,

contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

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

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

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

i) Order issued by a Court of Law or statutory authority in India.

ii) Income-tax deductible at source according to law prevalent from time to time in the country.

iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

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

34.0 APPLICABLE LAWS:

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

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

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

Contract:

a) The Mines Act 1952
b) The Oil Mines Regulations, 1984
c) The Employees' Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
f) The Employees' Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

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

35.0 LABOUR LAWS:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours / personnel to be engaged under the contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the

COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

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

38.0 POLLUTION AND CONTAMINATION:

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

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

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

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

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

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

minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.

ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.

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

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

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

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

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

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

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

42.1 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.

42.2 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. 42.1, 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.

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

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

settle mutually through Conciliation/Mediation, the same shall be referred to Arbitration.

2) 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.

3) 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**
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4) 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.

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

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

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

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

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

(i) 20% of the fees if the claimant has not submitted statement of claim.

(ii) 40% of the fees if the pleadings are complete.

(iii) 60% of the fees if the hearing has commenced.

(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel 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.

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

12) The seat and venue of the arbitration proceeding shall be New Delhi.

42.4 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.

42.5 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.

42.6 Exclusions

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

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

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

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

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal,

the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

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

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

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

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

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT:

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

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's latest Banning Policy dated 6th January, 2017(Revised on 17.03.2023 inline with the provisions of Office Memorandum No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance) available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

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

any such Statute, Ordinance or Law, regulation or bye-law.

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

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

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

DESCRIPTION OF WORK/SERVICE: LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement.

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
A	**DRIVER SHED**		
10	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. In all kinds of soil.	M3	23.52
20	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to50 m and lift upto 1.5 m.	M3	4.65
30	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	M3	4.65
40	Supplying chemical emulsion in sealed containers including delivery as specified. Chlorpyriphos/ Lindane emulsifiable concentrate of 20%	L	6.20
50	Diluting and injecting chemical emulsion for pre-constructional anti-termite treatment (excluding the cost of chemical emulsion) :Treatment of soil under existing floors using chemical emulsion @ one litre per hole, 300 mm apart including drilling 12 mm diameter holes and plugging with cement mortar 1 :2 (1 cement : 2 Coarse sand) to match the existing floor :With Chlorpyriphos/Lindane E.C. 20% with 1% concentration.	M2	31.02
60	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinthlevel :1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources :6 graded stone aggregate 20 mm nominal size derived from natural sources)	M3	2.12
70	Providing and laying damp-proof course	M2	5.57

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	40mm thick with cement concrete1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources: 4 graded stone aggregate 12.5mm nominal size derived from natural sources)		
80	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement :3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources) over 75mmthick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.	M2	20.81
90	Centring and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns etc. for mass concrete.	M2	14.08
100	Centring and shuttering including strutting, propping etc. and removal of form for Lintels, beams, plinth bams, griders, bressumers and contilevers.	M2	37.80
110	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth &above plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	1168.88
120	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110%of the specified minimum cement content, the contractor shall havediscretion to either re-	M3	5.89

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	design the mix or bear the cost of extra cement. All works upto plinth level "Concrete of M25 grade with minimum cement content of 330 kg /cum"		
130	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% ofthe minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110%of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. All works above plinth level upto floor V level "Concrete of M25 grade with minimum cement content of 330 kg /cum"	M3	3.72
140	Add for using extra cement in the items of design mix over and above the specified cement content therein.	QTL	4.80
150	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	M3	0.75
160	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. Cement mortar 1:4 (1 cement :4 coarse sand)	M2	18.05
170	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes.	KG	1168.88
180	Providing and fixing stainless steel (Grade	KG	50.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners, stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in charge,(for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).		
190	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto30.00m.	M2	46.70
200	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete.40 mm thick with 20 mm nominal size stone aggregate	M2	31.02
210	Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved brand &manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry@3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only. Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily. Double charge vitrified tile polished finish of size Size of Tile 600 x 600 mm	M2	31.02
220	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	M2	6.20

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3(1cement: 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		
230	Providing & fixing on roof pressed clay tile (Mangalore tile) of 20 mm nominal thickness and of approved size and as per approved pattern on steel frame work complete (steel frame work to be paid separately).	M2	42.49
240	12mm cement plaster of mix :1:4(1 cement: 4 fine sand)	M2	18.05
250	15 mm cement plaster on the rough side of single or half brick wall of mix :1:4 (1 cement: 4 fine sand)	M2	18.05
260	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :"Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @0.75 ltr /10 sqm"	M2	36.10
270	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"	M2	36.10
280	Providing and applying white cement based putty of average thickness 1mm, of approved brand and manufacturer, over the plastered wall surfaceto prepare the surface even and smooth complete.	M2	36.10
290	Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gms/litre, of approved manufacturer, of required shade and colour complete. new work (two or more coats) over and including water primming coat with cement primer having VOC content less then 50 gm/litre.	M2	36.10
B	**FOUNTAIN**		
10	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as	M3	51.49

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	directed, within a lead of 50 m. All kinds of soil		
20	Supplying chemical emulsion in sealed containers including delivery as specified. Chlorpyriphos/ Lindane emulsifiable concentrate of 20%	L	6.90
30	Diluting and injecting chemical emulsion for pre-constructional anti-termite treatment (excluding the cost of chemical emulsion): Treatment of soil under existing floors using chemical emulsion @ one litre per hole, 300 mm apart including drilling 12 mm diameter holes and plugging with cement mortar 1 :2 (1 cement : 2 Coarse sand) to match the existing floor :With Chlorpyriphos/Lindane E.C. 20% with 1% concentration.	M2	34.50
40	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources :6 graded stone aggregate 20 mm nominal size derived from natural sources)	M3	8.56
50	Centring and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns etc. for mass concrete.	M2	23.55
60	Centring and shuttering including strutting, propping etc. and removal of form for Walls (any thickness) including attached pilasters,butteresses, plinth and string courses etc.	M2	92.34
70	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth &above plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	2466.94
80	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but	M3	21.52

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% ofthe minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110%of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. All works upto plinth level" Concrete of M25 grade with minimum cement content of 330 kg /cum"		
90	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement.All works above plinth level upto floor V level" Concrete of M25 grade with minimum cement content of 330 kg /cum"	M3	13.43
100	Add for using extra cement in the items of design mix over and above the specified cement content therein.	QTL	17.48
110	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)	M3	4.49
120	Providing and fixing 18mm thick gang saw cut, mirror polished premoulded and	M2	54.06

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20mm thick base cement mortar 1:4(1cement:4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing moulding and polishing to edges to give high gloss finish etc complete at all levels Granite stone slab colour black,cherry/ruby red Area of Slab over .5 sqm		
130	Provising edge moulding to 18mm thick marble stone counters, vanities etc., including machine polishing to edge to give high gloss finish etc. complete as per design approved by engineer-in-charge. Granite work	M	25.00
140	Extra for fixing marble/granite stone, over and above corresponding basic item, in facia and drops of width upto 150 mm with epoxy resin based adhesive, including cleaning etc. complete.	M	25.00
150	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto30.00m.	M	74.88
160	Marble stone flooring with 18 mm thick marble stone, as per sample of marble approved by engineer-in0-charge, over 20 mm(average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with grey cement slurry, including rubbing and polishing complete with: Black Zebra	M2	30.08
170	Providing and fixing Glass mossaic tiles on finished plain wall surface of size 20 mm x 20 mm x 4 mm in all colour, design, fixing in customize design as per direction of Engineer-in- Charge. The glass mosaic tiles to be fixed on the wall surface with the help of approved adhesive applied at the rate of 2.5 kg per sqm and grouting of the same. The rate is inclusive of all operation, material and required pattern approved by Engineer-in-Charge:	M2	20.46
180	12mm cement plaster of mix :1:4 (1 cement: 4 fine sand)	M2	35.82

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
190	15 mm cement plaster on the rough side of single or half brick wall of mix :1:4 (1 cement: 4 fine sand)	M2	45.79
C	**PAVER ROAD & WALKWAY**		
10	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads &lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.With material conforming to Grade-III (size range 26.5 mm to 0.075 mm)having CBR Value-20	M3	457.90
20	Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. Complete all as per direction ofEngineer-in-Charge.80 mm thick C.C. paver block of M-30 grade with approved color designand pattern.	M2	1205.00
30	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources :6 graded stone aggregate 20 mm nominal size derived from natural sources)	M3	27.75
40	Centring and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns etc. for mass concrete.	M2	222.00
50	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed	M3	51.69

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	material by tippers to work site, for all leads &lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge. With material conforming to Grade-III (size range 26.5 mm to 0.075 mm)having CBR Value-20		
60	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto30.00m.	M2	344.57
70	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:3:6 (1 Cement: 3 coarse sand (zone-III): 6 graded stone aggregate 20 mm nominal size).	M3	12.52
80	Chequerred precast cement concrete tiles 22 mm thick in footpath &courtyard, jointed with neat cement slurry mixed with pigment to match the shade of tiles, including rubbing and cleaning etc. complete, on20mm thick bed of cement mortar 1:4 (1 cement: 4 coarse sand).Light shade pigment using white cement	M2	344.57
D	**DRAIN**		
10	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.All kinds of soil.	M3	77.49
20	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto30.00m.	M2	126.00
30	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:3:6 (1 Cement : 3 coarse	M3	6.30

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	sand (zone-III) : 6 graded stone aggregate 20mm nominal size).		
40	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard settingof concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing,carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content,the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. All works upto plinth level Concrete of M25 grade with minimum cement contant of 330 kg/cum.	M3	6.30
50	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:Cement mortar 1:4 (1 cement : 4 coarse sand).	M3	21.60
60	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	707.02
70	Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns etc. for mass concrete.	M2	63.00
80	12 mm cement plaster of mix :1:4 (1 cement: 4 fine sand	M2	243.00
E	**PLUMBING**		
10	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work15 mm dia nominal bore	M	15.00
20	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work20 mm dia	M	20.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	nominal bore		
30	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work25 mm dia nominal bore	M	150.00
40	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work32 mm dia nominal bore	M	150.00
50	Providing and fixing 3 layer PP-R (Poly propylene Random copolymer)pipes confirming to IS:15801 UV stabilized & anti - microbial fusion welded, having thermal stability for hot & cold water supply, including all PP - R plain & brass threaded polypropylene random fittings, including trenching, refilling & testing of joints complete as per direction of Engineer-in-Charge. External work PN - 16 Pipe, 20 mm OD (SDR-7.4)	M	150.00
60	Providing and fixing 3 layer PP-R (Poly propylene Random copolymer)pipes confirming to IS:15801 UV stabilized & anti - microbial fusion welded, having thermal stability for hot & cold water supply, including all PP - R plain & brass threaded polypropylene random fittings, including trenching, refilling & testing of joints complete as per direction of Engineer-in-Charge. External work PN - 10 Pipe, 110 mm OD (SDR-11)	M	80.00
70	Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing tee, including cutting and threading the pipe etc. complete25 to 40 mm nominal bore	EA	10.00
80	Providing and fixing brass stop cock of approved quality :20 mm nominal bore	EA	8.00
90	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :25 mm dia nominal bore	EA	2.00
100	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :32 mm dia nominal bore	EA	1.00
110	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete20 mm dia nominal bore	EA	8.00
120	Providing and fixing gun metal non- return valve of approved quality(screwed end) :32 mm dia nominal bore	EA	2.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
130	Painting G.I. pipes and fittings with two coats of anti-corrosive bitumastic paint of approved quality :15 mm diameter pipe	M	15.00
140	Painting G.I. pipes and fittings with two coats of anti-corrosive bitumastic paint of approved quality :20 mm diameter pipe	M	20.00
150	Painting G.I. pipes and fittings with two coats of anti-corrosive bitumastic paint of approved quality :25 mm diameter pipe	M	150.00
160	Painting G.I. pipes and fittings with two coats of anti-corrosive bitumastic paint of approved quality :32 mm diameter pipe	M	150.00
170	Constructing masonry Chamber 30x30x50 cm inside, in brick work in cement mortar 1:4 (1 cement :4 coarse sand) for stop cock, with C. I. surface ebox 100x100 x75 mm (inside) with hinged cover fixed in reinforced cement concrete slab 1:1.5:3 mix (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size), including necessary excavation, foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar1:3 (1 cement : 3 coarse sand) 12 mm thick, finished with a floating coat of neat cement complete as per standard design With common burnt clay F.P.S.(non modular) bricks of class designation7.5	EA	17.00
180	Supply Installation Testing & Commissioning of Pop up Type Sprinkler ;Brass 3/4 Impact Pop Up Sprinkler for Agricultural Use including all fittings & Fixtures for the job compleate in all respect as directed by Engineer In Charge.	SET	25.00
190	WATER FOUNTAIN: Supply and installation of RGB colored/controlled SS Body LED Lightmounted Brass Chrome Plated 11 (Eleven) Numbers of Water Fountain Nozzle Geysers of reputed make with the all necessary fittings, electrical wirings, Control Panels, CPVC plumbing fittings suitable for 6 Kg/Cm2and 10 Kg/Cm2 working pressures , submersible pumps of 3 HP and 5 HP Capacity with corresponding water Flow rates of 250 LPM at 14 mm Head and 890 LPM at 50 mm Head along with Wall Washer LED Lights for highlighting water jets in the fountain pond , all complete and as per the supplied drawings from Oil India Limited. The cost of civil	SET	1.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	works for constructions of fountain wall, podium, pits along with necessary finishing works etc. are to be paid separately as per CPWD norms and specifications.		
F	**CANOPY & PARKING SHED**		
10	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.All kinds of soil.	M3	13.50
20	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto30.00m.	M2	6.76
30	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinthlevel :1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources :6 graded stone aggregate 20 mm nominal size derived from natural sources).	M3	0.68
40	Centring and shuttering including strutting,propping etc. and removal of form for Foundations, footings, bases of columns etc. for mass concrete.	M2	14.72
50	Centring and shuttering including strutting, propping etc. and removal of form for "Lintels, beams, plinth bams, griders, bressumers and contilevers."	M2	16.00
60	Steel reinforcement for R.C.C. work including straightening, cutting,bending, placing in position and binding all complete upto plinth &above plinth level.Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	622.04
70	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and	M3	4.87

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	workability without impairing strength; including pumping of concrete to site of laying, curing,carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110%of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. All works upto plinth level"Concrete of M25 grade with minimum cementcontent of 330 kg /cum"		
80	Steel work in built up tubular (round, square or rectangular hollowtubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes	KG	2215.48
90	Providing and laying 60mm thick faciory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge.	M2	21.60
100	Design supply & installation of suspended Spider Glazing system designed to withstand the wind pressure as per IS 875 (Part-III). The Suspended System held with Spider Fittings of SS-316 Grade Steel of approved manufacturer with glass panel having 12 mm thick clear toughened glass held together with SS- 316 Grade Stainless steel Spider& bolt assembly with laminated glass fins 21 mm thick. The Glass fins and glass panel assembly shall be connected to Slab/beams by means of SS- 316 Grade stainless steel brackets & Anchor bolts and at the bottom using SS channel of 50x25x2mm using fastener & anchor bolts, nonstaining weather sealants of approved	M2	24.89

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	make, Teflon/ nylon bushes and separators to prevent bi-metallic contacts, all complete to perform asper specification and approved drawings. The complete system to be designed to accommodate thermal expansion & seismic movements etc. The joints between glass panels (6 to8 mm) and gaps at the perimeter & in U channel of the assembly to be filled with non staining weather sealant, so as to make the entire system fully water proof & dust proof. The rate shall include all design, Engineering and shop drawing including approval from structural designer, labour, T&P, scaffolding, other incidental charges including wastage, enabling temporary services all fitting fixers nut bolts, washer, Buffer plates, fastener, anchors, SS channel laminated glass etc. all complete. For the purpose of payment, actual elevation area of Glazing including thickness of joints and the portion of Glass panel inside the SS channel shall be measured.		
110	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil	M3	126.00
120	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from naturalsources : 6 graded stone aggregate 20 mm nominal size derived from natural sources)	M3	8.40
130	Laying Brick Flat Soling (75mm thick) including grading the base and spreading 25mm thick sand bed at bottom and grouting soling with cement mortar (prop. 1:3) and carrying all materials from a distance of upto 30.00m.	M2	84.00
140	Centring and shuttering including strutting,propping etc. and removal of form for Foundations, footings, bases of columns etc. for mass concrete.	M2	142.92

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
150	Centring and shuttering including strutting,propping etc. and removal of form for "Lintels, beams, plinth bams, griders, bressumers and contilevers."	M2	87.50
160	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth &above plinth level.Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	2887.77
170	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110%of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. All works upto plinth level" Concrete of M25 grade with minimum cement content of 330 kg /cum"	M3	31.78
180	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes	KG	8491.41
190	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade,	M2	893.52

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12metre or as desired by Engineer in- charge. The sheet shall be fixed using self-drilling /self-tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.		
G	**PLANTATION**		
10	Providing and stacking of Bauhinia purpurea (Kachnar) of height 150-165cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	EA	6.00
20	Providing and stacking of Callistemon lanceolatus of height 150-165 cm.in big poly bags of size 25 cm as per direction of the officer-in-charge.	EA	2.00
30	Providing and stacking of Plumeria rubra of height 120-150 cm. with 3-4branches and thick stem in big size HDPE bags as per direction of the officer-in-charge.	EA	6.00
40	Providing and stacking of Wodyetia Bifurcata (Foxtail palm) of ht.120-150 cm bottom girth 15-20 cm well developed in big poly bags of size25 cm as per direction of the officer-in-charge.	EA	17.00
50	Providing and displaying of Areca Palm having ht. 1.20 m to 1.50 m with5 to 6 suckers, well developed, fresh and healthy with lush green foliage in 25 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	EA	9.00
60	Providing and displaying of Croton baby golden variety having ht.30 cm and above, well developed with full of fresh and healthy leaves in 20 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge	EA	50.00
70	Providing and displaying of Dracaena song of India specimen (three in one), having ht. 60 cm & above, well developed, fresh and healthy with good foliage in 25 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	EA	20.00
80	Providing and Displaying Asiatic lilly hybrid	EA	40.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	variety (3 in one) in each pot having in full bloom 3 to 5 flowers 30 to 45 cm ht. well developed in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.		
90	Providing and Displaying Begonia rex having 15 to 23 cm ht., well developed with fresh & healthy foliage with 10 to 12 flowers in bloom in20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	EA	30.00
100	Providing and Displaying Chrysanthemum double variety, well developed, having 45 to 60 cm ht.,with 6 and above flowers with half blooming condition, fresh and healthy with bamboo stacking in 25 cm Earthen Pot and as per direction of the officer-in-charge.	EA	35.00
110	Providing and Displaying Chrysanthemum single variety in different colour well developed having 45 to 60 cm ht., minimum 100 and above half bloom flowers open well stacked with bamboo stick having three layertiding by thread fresh and healthy foliage in 25 cm Earthen Pot and asper direction of the officer-in-charge.	EA	40.00
120	Providing and Displaying Coleus broad leaves having 5 to 6 branches equal well developed with fresh & healthy foliage in different colour in25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	EA	35.00
130	Providing and Displaying Dahlia double kenya variety in different colour well developed with 3 to 4 flowers in half bloom, good foliage stacked with Green painted Bamboo sticks, 45 to 60 cm height in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	EA	35.00
140	Providing and Displaying Geranium double variety having 30 cm ht., indifferent colour well developed with fresh & healthy foliage (3 in one)well bloomed in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	EA	35.00
150	Providing and Displaying Furcaira variegated well developed with fresh & healthy foliage 8 to 10 leaves in 30 cm Earthen Pot as per direction of the officer-in-charge.	EA	12.00
160	Providing and stacking of Clerodendrum inerme having ht. 25 cm to 30 cmmulti branched in 20 cm size of Earthen Pot/Plastic Pot & as per direction of the	EA	350.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	officer-in-charge.		
170	Providing and stacking of Daniella variegated, with 3 to 4 variegated leaves in 20 cm size of Earthen Pot/Plastic Pot & as per direction ofthe officer-in-charge.	EA	500.00
180	Providing and stacking of Duranta Golden, having ht.15 to 20 cm bushty shape with fresh and healthy leaves in 15 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	EA	200.00
190	Providing and stacking of Euphorbia milli hybrid variety, having ht. 30cm to 45 cm with multi branch, full bloom, fresh and healthy leaves in30 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge..	EA	30.00
200	Providing and stacking of Ficus panda of height 30-45 cm. with 3-4branches and healthy foliage in p.bag of size 20 cm as per direction of the officer-in-charge.	EA	180.00
210	Providing and stacking of Syngonium (Butterfly) variegated with 2-3suckers healthy foliage in Earthen Pot/Plastic Pot of size 20 cm. as per direction of the officer-in-charge.	EA	55.00
220	8 Providing and stacking of plant Mogra (Jasminum Sambac) of height 25to 30 cm., 2 to 3 branch in earthen pots of size 20 cm EarthenPot/Plastic Pot and as per direction of the officer-in-charge	EA	250.00
230	Providing and stacking of Wedelia trilobata,full of leaves in 15 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	EA	300.00
240	Providing and stacking of Cestrum nocturnum (Raat ki Rani) of height60-75 cm. with 4-5 branches in bag of size 25 cm as per direction of theofficer-in-charge.	EA	30.00
250	Providing and stacking of Hamelia patens of height 60-75 cm. with 6-8branches in poly bags of size 25 cm as per direction of the officer-in-charge.	EA	50.00
260	Providing and stacking of Murraya exotica of height 45-60 cm. in polybags of size 15 cm as per direction of the officer-in-charge.	EA	20.00
270	Providing and laying Neelgiri/Mexican grass turf with earth 50mm to60mm thickness of existing ground prepared with proper level and ramming with tools wooden (Dhurmos) and then rolling the surface with light roller make the surface smoothen and light	EA	200.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	waterning with sprinkler and maintenance for 30 days or more till the grass establish properly, asper direction of officer-in-charge.		
280	Providing & laying Selection no. 1 doob grass turf with earth 50mm to60mm thickness of existing ground prepared with proper level and ramming with required tools wooden and then rolling the surface with light roller make the surface smoothen and light watering the same maintenance for 30 days or more till the grass establish properly, as per direction of officer in charge	EA	100.00
H	**ELECTRICAL WORKS**		
10	Feder Pillar Panel for Light distribution Supply, installation, testing and commissioning of floor mounted totally enclosed front operated cubical type Feeder Piller of Legrand/Jakson/ABB including civil work of 1:2:3 concret of foundation uniform width suitable for used on 415V 25 KA fault level 3 phase 4 wire, 50 HzINCOMER1 No100A MCCB, 25 KA with thermal magnetic released and earth faultrelease."1 Set 100A Amps aluminium conductor bus bar in PVC sleeved.1 No. of Automatic Timer Switch"Outgoings" 10No. 10 A SP MCB (10KA)1No. 32A TP MCB (10KA)"	NO	1.00
20	Earthing with G.I. earth pipe 4.5 metre long, 40 mm dia including accessories, and providing masonry enclosure with cover platehaving locking arrangement and watering pipe etc. with charcoal/coke andsalt as required.	SET	3.00
30	EARTHING Supplying and laying 6 SWG G.I. Wire at 0.50 metre below ground level for conductor earth electrode, including connection/termination with GI thimble etc. as required.	M	400.00
40	EARTHING Supplying and laying 25 mm X 5 mm copper strip at 0.50 metre below ground as strip earth electrode, including connection/ terminating with nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of brass nut bolt & spring washer spaced at 50mm)	M	50.00
50	EARTHING Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/	M	100.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	recessed conduit/ submain wiring/ cable as required.		
60	Supply of XLPE AL Armoured Cable 3.5C X 50 Sqmm 3.5C x 50 sq.mm, 1100V, PVCA Alu. Size: 3.5Cx50 sq.mm Voltage Grade: 1100VColor: Black Conductor Material: Stranded compact circular/shaped Aluminium Shape: Complete round on outer side Insulation: PVC, Type A Filler & Inner Sheath: Unvulcanized rubber/ Thermoplastic materials/Proofed tape (for inner sheath only).Outer Sheath: PVC, Type ST 1Armour: Galvanized Steel strip/Wire Applicable Standard: IS-1554 (part-1)-1988 (with latest amendments if any)	M	50.00
70	Supply of XLPE AL Armoured Cable4C x 10 sqmm4C x 10 sq.mm, 1100V, PVCA Alu. Size: 4Cx10 sq.mm Voltage Grade: 1100VColor: Black Conductor Material: Stranded compact circular/shaped Aluminium Shape: Complete round on outer side Insulation: PVC, Type A Filler & Inner Sheath: Unvulcanized rubber/ Thermoplastic materials/Proofed tape (for inner sheath only).Outer Sheath: PVC, Type ST 1Armour: Galvanized Steel strip/Wire Applicable Standard: IS-1554 (part-1)-1988 (with latest amendments if any)	M	700.00
80	Supply of XLPE AL Armoured Cable4C x 16 sqmm4C x 16 sq.mm, 1100V, PVCA Alu. Size: 4Cx16 sq.mm Voltage Grade: 1100VColor: Black Conductor Material: Stranded compact circular/shaped Aluminium Shape: Complete round on outer side Insulation: PVC, Type A Filler & Inner Sheath: Unvulcanized rubber/ Thermoplastic materials/Proofed tape (for inner sheath only).Outer Sheath: PVC, Type ST 1Armour: Galvanized Steel strip/Wire Applicable Standard: IS-1554 (part-1)-1988 (with latest amendments if any)	M	150.00
90	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed /XLPE aluminium conductor cable of 1.1 KV grade as required.3Y X 50 sq. mm (35mm)	EA	2.00
100	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed /XLPE aluminium conductor	EA	6.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	cable of 1.1 KV grade as required.4 X 10 sq. mm (25mm)		
110	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed /XLPE aluminium conductor cable of 1.1 KV grade as required.4 X 16 sq. mm (28mm)	EA	2.00
120	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required.Upto 35 sq. mm	M	850.00
130	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required. Above 35 sq. mm and upto 95 sq. mm	M	50.00
140	Excavation for cable trenches in soft soil, depth upto 1.2 m including dressing of sides lift upto 1.5 m, including getting out the excavated soil, refilling with sand and or good soil after laying of cable/ pipe etc in layers of 20 cm, ramming, watering and disposal of surplus excavated soil as directed, within a lead of 50 metres.	M3	3.00
150	Providing, laying and fixing following dia G.I. pipe (medium class)in ground complete with G.I. fittings including trenching (75 cm deep)and re-filling etc as required150 mm dia	M	50.00
160	Providing, laying and fixing following dia RCC pipe NP2 class (light duty) in ground complete with RCC collars, jointing with cement mortar1:2 (1 cement : 2 fine sand) including trenching (75 cm deep) and refilling etc as required.300 mm dia	M	20.00
170	Supply Installation Testing & Comissioning of the following make and Model Architectural Lights Along with all acessories for the complete Job as per the instruction of the Engineer In Charge "Decorative Wall Light as per the details below: Model No.: HLO-5413 OR EQUIVALENT Make : HYBEC OR EQUIVALENT Housing Material : Aluminium Die-Cast Power : 4x3wDimension : Ø185x60mmCol. Temp.:	EA	20.00

Item No.	DESCRIPTION OF SERVICE	UOM	ESTIMATE QUANTITY
	3000K"		
180	Supply Installation Testing & Comissioning of the following make and Model Architectural Lights Along with all acessories for the complete Job as p-er the instruction of the Engineer In Charge"Decorative Bollard Light as per the details below: Model No.: : HLO-5162 OR EQUIVALENT Make : HYBEC OR EQUIVALENT Housing Material : Aluminium Die-Cast Power : 12wLuminous Flux : 1200LmBeam Angle : 120°Dimension : 166x166x500mmCol. Temp.: 3000K"	EA	25.00
190	Supply Installation Testing & Comissioning of the following make and Model Architectural Lights Along with all acessories for the complete Job as per the instruction of the Engineer In Charge. "Decorative Post Top Lanterns as per the details below: Model No.: Juno 5040 OR EQUIVALENT Make: K Lite OR EQUIVALENT With Suitable Klite Make Dercorative Pole Power: 60wPole: ColumbiaLuminous Flux: 1200LmCol. Temp.: 3000K"	EA	10.00
200	Supply Installation Testing & Comissioning of the following make and Model Architectural Lights Along with all acessories for the complete Job as per the instruction of the Engineer In Charge."LED Garden Spike Light Model No.: HLO-5908 OR EQUIVALENT Make: HYBEC OR EQUIVALENT Body Colour : GRAPHITE GREY Wattage: 6WBeam Angle : 41°Luminous Flux : 317 lm Dimension :Ø73x106xH380mmIP 65"	EA	6.00

Notes:

1. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.
2. Tenure of Agreement: The duration of the contract shall be for a period of **18 (Eighteen) Months** considered from the date of issuance of LOI (inclusive of mobilisation period).
3. Mobilisation Period: **Thirty (30) days** from the date of issue of LOI.

   For detailed mobilization kindly refer to **Clause No. 30.0 'TERMS OF MOBILIZATION'** of Special Conditions of Contract (SCC).

4. The payment shall be made as per **Clause No. 33.0** "**REMUNERATION & TERMS OF PAYMENT"** mentioned in the Special Conditions of Contract (SCC).
5. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.

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

DESCRIPTION OF WORK/SERVICE: LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA(DULIAJAN)and supply of all materials including Cement.

PRICE BIDDING FORMAT: E-TENDER No. CDC9571P26

NAME OF BIDDER	
Bidder's GSTIN No.	
SAC Code	

Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST, Forest Royalty & Cess	Amount (Rs.) Excluding GST, Forest Royalty & Cess
			A	B	C = A * B
A	**DRIVER SHED**				
10	EXCAV.TRENCH-ALL SOIL-WIDTH NOT >1.5 M	M3	23.52		-
20	Filling available excavated earth (exclu	M3	4.65		-
30	Supplying and filling in plinth with san	M3	4.65		-
40	Supplying chemical emulsion in sealed co	L	6.20		-
50	Diluting and injecting chemical emulsion	M2	31.02		-
60	P.C.C(1:3:6)	M3	2.12		-
70	Providing and laying damp-proof course 4	M2	5.57		-
80	Making plinth protection 50mm thick of c	M2	20.81		-
90	Centring and shuttering Foundations, foo	M2	14.08		-
100	Centring and shutteringLintels, beams, p	M2	37.80		-
110	Thermo-Mechanically Treated bars of grad	KG	1168.88		-
120	Concrete of M25 grade with minimum cemen	M3	5.89		-
130	Concrete of M25 grade with minimum cemen	M3	3.72		-
140	Add for using extra cement in the items	QTL	4.80		-
150	Brick work with common burnt clay F.P.S.	M3	0.75		-
160	Half brick masonry with common burnt cla	M2	18.05		-
170	Hot finished welded type tubes	KG	1168.88		-
180	Providing and fixing stainless steel (G	KG	50.00		-
190	Laying Brick Flat Soling (75mm thick) in	M2	46.70		-
200	Cement concrete flooring 1:2:4 40 mmthk	M2	31.02		-
210	Vitrified tiles in floor Size of Tile 60	M2	31.02		-
220	Vitrified tiles Size of Tile 600x600 mm	M2	6.20		-
230	Providing & fixing on roof pressed clay	M2	42.49		-
240	12mm cement plaster of mix :1:4	M2	18.05		-
250	15 mm cement plaster,1:4	M2	18.05		-
260	Finishing with Deluxe Multi surface pain	M2	36.10		-
270	Painting with synthetic enamel paint	M2	36.10		-
280	Providing and applying white cement base	M2	36.10		-
290	Distempering with 1st quality acrylic distemper	M2	36.10		-
B	**FOUNTAIN**				
10	Earth work in excavation by mechanical m	M3	51.49		-
20	Supplying chemical emulsion in sealed co	L	6.90		-
30	Diluting and injecting chemical emulsion	M2	34.50		-
40	PCC(1:3:6)	M3	8.56		-
50	Centring and shutteringFoundations, foot	M2	23.55		-
60	Centring and shutteringWalls,pilasters,	M2	92.34		-
70	Thermo-Mechanically Treated bars of grad	KG	2466.94		-
80	Concrete of M25 grade with minimum cemen	M3	21.52		-
90	Concrete of M25 grade with minimum cemen	M3	13.43		-
100	Add for using extra cement in the items	QTL	17.48		-
110	Brick work(Cement mortar 1:4 (1 cement :	M3	4.49		-
120	Providing and fixing 18mm thick gang saw	M2	54.06		-
130	Provising edge moulding to 18mm thick	M	25.00		-
140	Extra for fixing marble/granite stone, o	M	25.00		-
150	Laying Brick Flat Soling (75mm thick)	M	74.88		-
160	Marble stone flooring Black Zebra	M2	30.08		-
170	Providing and fixing Glass mossaic tiles	M2	20.46		-
180	12mm cement plaster (1:4)	M2	35.82		-
190	15 mm cement plaster (1:4)	M2	45.79		-
C	**PAVER ROAD & WALKWAY**				
10	Construction of granular sub-base by pro	M3	457.90		-
20	Cement Concrete paver blocks in footpath	M2	1205.00		-
30	PCC(1:3:6)	M3	27.75		-
40	Centring and shutteringFoundations, foot	M2	222.00		-
50	Construction of granular sub-base by pro	M3	51.69		-
60	Laying Brick Flat Soling (75mm thick)	M2	344.57		-
70	PCC(1:3:6)	M3	12.52		-
80	Chequerred precast cement concrete tiles	M2	344.57		-
D	**DRAIN**				
10	Earth work in excavation by mechanical m	M3	77.49		-
20	Laying Brick Flat Soling (75mm thick)	M2	126.00		-
30	PCC(1:3:6)	M3	6.30		-
40	Concrete of M25 grade with minimum cemen	M3	6.30		-
50	Brick work,Cement mortar 1:4 (1 cement :	M3	21.60		-
60	Thermo-Mechanically Treated bars of grade Fe-500D or more	KG	707.02		-
70	Centering and shutteringFoundations, footings	M2	63.00		-
80	12 mm cement plaster(1:4)	M2	243.00		-
E	**PLUMBING**				
10	15 mm dia G.I. pipes	M	15.00		-
20	20 mm dia G.I. pipes	M	20.00		-
30	25 mm dia G.I. pipes	M	150.00		-
40	32 mm dia G.I. pipes	M	150.00		-
50	PN - 16 Pipe, 20 mm OD (SDR-7.4)	M	150.00		-
60	PN - 10 Pipe, 110 mm OD (SDR-11)	M	80.00		-
70	25 to 40 mm G.I. distribution branch	EA	10.00		-
80	20 mm nominal bore Brass stop cock	EA	8.00		-
90	25 mm dia nominal bore gun metal gate v	EA	2.00		-
100	32 mm dia nominal bore gun metal gate v	EA	1.00		-
110	ball valve (brass)	EA	8.00		-
120	Gun metal non- return valve	EA	2.00		-
130	15 mm diameter pipe bitumastic paint	M	15.00		-
140	20 mm diameter pipe bitumastic paint	M	20.00		-
150	25 mm diameter pipe bitumastic paint	M	150.00		-
160	32 mm diameter pipe bitumastic paint	M	150.00		-
170	Constructing masonry Chamber 30x30x50 cm	EA	17.00		-
180	Pop up Type Sprinkler ; Brass 3/4	SET	25.00		-
190	RGB colored/controlled SS Body LED Light	SET	1.00		-
F	**CANOPY & PARKING SHED**				
10	Earth work in excavation by mechanical m	M3	13.50		-
20	Laying Brick Flat Soling (75mm thick)	M2	6.76		-
30	PCC (1:3:6)	M3	0.68		-
40	Centring and shuttering Foundations, foo	M2	14.72		-
50	Centring and shuttering Lintels, beams,	M2	16.00		-
60	Thermo-Mechanically Treated bars of grad	KG	622.04		-
70	Concrete of M25 grade with minimum cemen	M3	4.87		-
80	Hot finished welded type tubes	KG	2215.48		-
90	Cement concrete interlocking paver block	M2	21.60		-
100	Design supply & installation of suspende	M2	24.89		-
110	Earth work in excavation by mechanical m	M3	126.00		-
120	PCC (1:3:6)	M3	8.40		-
130	Laying Brick Flat Soling (75mm thick)	M2	84.00		-
140	Centring and shuttering Foundations, foo	M2	142.92		-
150	Centring and shuttering Lintels, beams,	M2	87.50		-
160	Thermo-Mechanically Treated bars of grad	KG	2887.77		-
170	Concrete of M25 grade with minimum cemen	M3	31.78		-
180	Hot finished welded type tubes	KG	8491.41		-
190	Providing and fixing precoated galvanise	M2	893.52		-
G	**PLANTATION**				
10	Bauhinia purpurea (Kachnar) of height 1	EA	6.00		-

PRICE BIDDING FORMAT: E-TENDER No. CDC9571P26					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	**Description of Services**	**UOM**	**Estimated Quantity**	**Rate (₹) to be quoted excluding GST, Forest Royalty & Cess**	**Amount (Rs.) Excluding GST, Forest Royalty & Cess**
20	Callistemon lanceolatus of height 150-16	EA	2.00		-
30	Plumeria rubra of height 120-150 cm.	EA	6.00		-
40	Wodyetia Bifurcata (Foxtail palm) of ht.	EA	17.00		-
50	Areca Palm having ht. 1.20 m to 1.50 m w	EA	9.00		-
60	Croton baby golden variety having ht.30	EA	50.00		-
70	Dracaena song of India specimen	EA	20.00		-
80	Asiatic lilly hybrid variety (3 in one)	EA	40.00		-
90	Begonia rex having 15 to 23 cm ht	EA	30.00		-
100	Chrysanthemum double variety, well devel	EA	35.00		-
110	Chrysanthemum single variety in differen	EA	40.00		-
120	Coleus broad leaves having 5 to 6 branch	EA	35.00		-
130	Dahlia double kenya variety in different	EA	35.00		-
140	Geranium double variety having 30 cm ht.	EA	35.00		-
150	Furcaira variegated well developed with	EA	12.00		-
160	Clerodendrum inerme having ht. 25 cm to	EA	350.00		-
170	Daniella variegated, with 3 to 4 variega	EA	500.00		-
180	Duranta Golden, having ht.15 to 20 cm bu	EA	200.00		-
190	Euphorbia milli hybrid variety, having h	EA	30.00		-
200	Ficus panda of height 30-45 cm. with 3-4	EA	180.00		-
210	Syngonium (Butterfly) variegated with 2	EA	55.00		-
220	Plant Mogra(Jasminum Sambac) of height 2	EA	250.00		-
230	Wedelia trilobata,full of leaves in 15 c	EA	300.00		-
240	Cestrum nocturnum (Raat ki Rani) of heig	EA	30.00		-
250	Hamelia patens of height 60-75 cm. with	EA	50.00		-
260	Murraya exotica of height 45-60 cm. in p	EA	20.00		-
270	Neelgiri/Mexican grass turf with earth 5	EA	200.00		-
280	Selection no. 1 doob grass turf with ear	EA	100.00		-
H	**ELECTRICAL WORKS**				
10	Feder Pillar Panel for Light distributio	NO	1.00		-
20	Earthing with G.I. earth pipe 4.5 m	SET	3.00		-
30	Supplying and laying 6 SWG G.I. wire a	M	400.00		-
40	Supplying and laying 25 mm X 5 mm copper	M	50.00		-
50	Providing and fixing 6 SWG dia G.I. wire	M	100.00		-
60	Armoured Cable 3.5C X 50 Sqmm	M	50.00		-
70	Armoured Cable 4C x 10 sqmm	M	700.00		-
80	Armoured Cable 4C x 16 sqmm	M	150.00		-
90	3Y X 50 sq. mm (35mm)	EA	2.00		-
100	4 X 10 sq. mm (25mm)	EA	6.00		-
110	4 X 16 sq. mm (28mm)	EA	2.00		-
120	PVC insulated and PVC sheathed 35 sq. mm	M	850.00		-
130	PVC insulated and PVC sheathed Above 35	M	50.00		-
140	Excavation for cable trenches in so	M3	3.00		-
150	G.I. pipe (medium class) in ground 150	M	50.00		-
160	RCC pipe NP2 class (light duty) 300 mm	M	20.00		-
170	Decorative Wall Light	EA	20.00		-
180	Decorative Bollard Light	EA	25.00		-
190	Decorative Post Top Lanterns	EA	10.00		-
200	LED Garden Spike Light	EA	6.00		-
	Contract Execution Cost, A				-
Total Contract Cost, A (Excluding GST)					-
Applicable BoCW Cess	1%			**Cost of BoCW Cess (In Rs)**	-
Applicable GST Rate (%)	18%	**Applicable GST#**		**Cost of GST(In Rs)***	-
Applicable Forest Royalty	2.4%			**Cost of Forest Royalty (In Rs)**	-
Total(Rs) (Inclusive of GST+Forest royalty+BoCW Cess)					-

This cost is to be maintained under the **"Total Bid Value"** in the e-tender portal. Refer **Clause 10.0** of Forwarding Letter for details.

#Please select from Drop Down list.

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST(i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. GST applicable for the service will be 18% .

2. Bidder must include all impale plant, labour, supervision, materials, erection of display board, sign/caution board, insurance, profit, taxes and duties, together with all general risks, liabilities, in their quoted rates excluding **P.F & GST.**

3 Forest Royalty is to be calculated and paid as per the "Third Schedule" of Notification No. PEM 130/2021/40 dated 7th October 2021 & other ancillary charges as per Notification No. PEM 130/2021/55 dated 16th December 2021. All the works carried out for the service will attract 2% Forest Royalty. Bidder's quoted rates must be exclusive of Forest Royalty component which the contractor has to pay Assam Govt. Contractor has to pay the Forest Royalty on actual value of work done for the service & same will be reimburse by the company.

4. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST, Forest Royalty & BoCW Cess (CGST & SGST/UTGST or IGST)

5. 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.

6. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST, Forest Royalty & Cess.

7. Refer to GCC & SCC for detail of GST.

8. Refer to SOQ & SCC for Item detail Description.

9. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.

PART-III

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. **SCOPE OF WORK**:

1.1 This specification covers the details for LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement. Time Period for completion of work: 18 months. as per minimum specifications elaborated in this tender.

1.2 All materials (inclusive of cement), manpower, tools, equipment & consumables shall be in the scope of supply of contractor & the quoted rates shall be inclusive of all necessary input to complete the job.

2. **ANNEXURE A: SCOPE OF CIVIL WORK**

2.1 **GENERAL**:

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

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

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

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

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

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

2.2 **STORAGE**

Materials for construction shall be transported, handled and stored at site carefully as per

the approval of the concerned Engineer so as to prevent damage of any kind. The contractor should keep the materials at his own risk and cost.

To protect the cement against rain and moisture, the cement bags shall be stored in a weather proof shed, the floor of which should be raised at a height 300 mm clear from the ground. The bags should also be kept at a minimum space of 600 mm away from the nearest wall or ceiling all round. Avoid stacking more than 15 bags on top of each other to avoid the risk of cement forming lumps.

2.3 **SURFACE DRESSING OF THE AREA**:

Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.

3. **BRICKWORK**:

Brick works up to plinth level

3.1 The bricks used shall be of 7.5 class designation quality locally available andas approved by the Site Engineer.

3.2 Bricks shall be of size as specified in the item of work or of nominal size where no particular size is mentioned.

3.3 Bricks shall be well burnt, sound, hard with sharp edges of uniform size and shape free from cracks, stones or particles of lime and other defects, shall be kiln burnt and satisfy the following requirement:

3.3.1 They shall give a clear metallic sound when struck.

3.3.2 They shall be of uniform colour and size.

3.3.3 They shall not be cracked, stratified or under or over burnt.

3.3.4 The tolerance in dimensions shall be +/- 12mm in length, 6mm in width and 3mm in height.

3.3.5 Keys or frogs shall be formed on one of the larger size, except in the case of machine extruded bricks where no frogs are required.

3.3.6 The increase in weight when soaked in water for 24 hours shall not be more than 20% of the dry weight of the bricks.

3.3.7 If required by the Site Engineer, necessary test shall be conducted at the contractor's expense to ensure quality.

The bricks used for the construction shall be of best quality locally available and shall be thoroughly soaked in clean water for at least an hour immediately before use (The absence of bubbling when the soaked brick is immersed in water is the test for thorough soaking).

The soaked bricks shall be kept on a platform free from dirt, mud or any foreign element. Care must be taken that the bricks are perfectly clean and free from lime, moss or dirt of any kind. If necessary they must be scrubbed before use. Half or cut bricks shall be not used except for closures which may be required to complete the bond.

It shall be ensured that all horizontal and vertical joints are completely filled with mortars without any void in brickwork. All courses shall be laid truly horizontal. Vertical joints shall be truly vertical and those in alternate courses shall be in the same vertical line. The verticality of the brick wall should be ensured by frequently checking with plumb bob.

Troughs shall be formed by means of fillets of mortar 51mm high all around the unfinished wall and shall be kept filled with water. Brick masonry should be regularly cured for two weeks. The thickness of brick courses shall be uniform. Great care must be taken to masonry in progress of construction damp.

4. **AAC BLOCK**: External and internal walls made of AAC blocks produced from the common materials lime, sand, cement, Fly ash and water, and a small amount of rising agent after mixing , moulding, and then autoclaved under heat and pressure in factory.

(i) External walls block size 600 x 200 x 230

(ii) Internal wall block size 600 x 200 x 150

(iii) Compressive Strength N/mm 2 3 – 4.5 (IS 2185 part 3)

(iv) Sound Reduction Index Db 45 for 200 mm Thick Wall

5. **CEMENT MORTAR**

5.1 Must be freshly mixed: Mortar should be mixed in small quantities so that it can be used conveniently before the mortar starts setting. The mortar which has already taken its initial set should never be used and should be removed from the site immediately.

5.2 Method of mixing: The cement and sand shall be mixed dry in the specified proportions, by turning over at least three times on the mixing platform. Only sufficient water will then be added, thorough a rose of a watering can, to produce a workable mixture. The wet mortar will be thoroughly worked or mixed by repeatedly turning over, not less than three times on the mixing board. Fresh water should be used in mortar mix preparation. The water should be free from oils, dust, alkalis, etc. Use of seawater in mortar mixture should be avoided.

5.3 Size of mixing platform and precaution against list: All mixing of mortar must be done on platforms of angle size and workman bringing the material to and from the platform must not be permitted to walk about on it, thereby bringing mud or dirt to the place, where the mortar is being mixed. The platform has to be clean and level and all joints closed or filled so that the cement is not washed out.

5.4 Proportion of cement and sand: Where not otherwise specified, cement mortar for plaster will consist of one part of cement to two parts of sand. For mortar for brick or stone masonry work the proportion unless otherwise specified, will be one part of cement to three parts sand. After casting, mortar works should be kept wet for a week or two. It will prevent the rapid drying of mortar, especially in hot weather.

6. **PLASTER WORKS**:

6.1 Preparation of surface: The surfaces shall be cleaned off all dust, mortar, droppings, traces of oil, efflorescence and other foreign material by wire brushing, hacking, chiselling, etc. and shall be kept wet for a minimum of six hours before application of plaster. 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. In case of concrete work, projecting burrs of mortar formed due to gaps at joints in shuttering shall be removed.

6.2 Proportion: The unit of measurement for cement shall be a bag of cement weighing 50 Kgs and this shall be taken as 0.035 cubic meter (M3). Sand in specified proportion shall be measured in boxes of suitable size. It shall be measured on the basis of its dry volume. In case of damp sand its quantity shall be increased suitably to allow for bulk age.

6.3 Mixing: The measured quantity of sand shall be levelled on clean water tight platform and cement bags emptied on top. The cement and sand shall be thoroughly mixed dry by being turned over and over, backward and forward, several times till the mixture is of a uniform colour. The quantity of dry mix which can be used within 30 minutes shall then be mixed with just sufficient quantity of water to bring the mortar to the consistency of a stiff paste.

6.4 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.

6.5 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.

6.6 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.

7. **PLASTER OF PARIS**:

Plaster of Paris of 2mm thickness mixed with water shall be provided on the entire plastered surface including filling of the undulation and then sand papering the same after it is dry.

8. **WASHABLE DISTEMPER/OIL BOUND DISTEMPER/PLASTIC EMULSION PAINTING**:

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 distemper/plastic paint coat: After the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth for receiving the distemper/plastic paint taking care not to rub out the priming coat. All loose particles shall be dusted off after rubbing. Minimum two coats of distemper/plastic paint shall be applied with brushes in horizontal strokes followed immediately by vertical, which together shall constitute one coat. The subsequent coats shall be applied after a time interval of at least 24 hours between consecutive coats to permit of the proper drying of the preceding coat. For decorated surfaces, the distemper/plastic paint shall be applied in two coats or more over the prepared surface in the same manner as for undecorated surfaces. All works shall be done in a neat and clean manner. No exterior painting shall be undertaken if air or surface temperature is below 50 degrees Fahrenheit or immediately following rain or frost, dew or condensation has evaporated.

Purchase of paint, varnish or oil: The contractor shall purchase only the best brands as the Site Engineer shall approve of in writing. All purchases must be made direct from the manufacturers or through an agent approved of in writing by the Site Engineer. Should the Site Engineer so direct copies of all indents and receipts for purchase must be submitted for inspection. Paint etc. to be purchased in sealed containers. All paints, oil or varnishes supplied by the contractor must be produced for the inspection of the Site Engineer of the work in the manufacturers sealed and unopened containers. All containers from which the contents have been removed and are not required on the work must be destroyed and no extra payment will be granted for such destruction. Only ready mixed or varnished of the make or brand specified will be permitted to be used exactly as received from the manufacturer without any admixture what so ever unless previously authorized, in writing, by the Site Engineer.

9. **GRANITE STONE FLOORING**:

The slabs shall be of selected quality, hard, sound, dense, homogeneous in texture, free from cracks, decay, weathering and flaws and of thickness as specified.

A bed of cement mortar 1:4 shall be laid and properly levelled to an average thickness of 20mm and the surface should be kept slightly rough to form a satisfactory key for the slabs. Neat cement paste of honey like consistency shall be spread over mortar bed over

such an area so that the paste will not harden before laying slabs. Slabs shall be soaked in water for 15 minutes and allowed to dry.

The slabs shall then be fixed as per approved pattern with thin coat of cement paste on back of each slab. They will be tapped with a wooden mallet till it is properly bedded in level with adjoining slabs. Joints shall not be more than 1.5mm wide. The surplus cement grout that may have come out of the joints has to be wiped off gently and joints cleaned. The flooring shall be cured for 40 days.

10. **VITRIFIED OR CERAMIC TILE FLOORING &WALL CLADDING** :

Preparation of Surface: Before the operation for laying or cladding any floor is started, the surface of base shall be thoroughly cleaned of all dirt, loose particles, by scrubbing with coir or steel wire brushes. The surface shall then be cleaned with water and kept wet for 12 hours and surplus water shall be removed by mopping before the topping is laid.

Lying: After the tiles have been soaked in water for at least two hours and the cement foundation sprinkled with water, laying work may commence and shall start from the centre of the room or area to be tiled, work being continued in both directions so that borders are laid last. A layer of 20mm thick (average) cement mortar: 1:4 (1 cement: 4 sand) (unless otherwise specified) shall be provided as bedding for the tiles. Each tile will be laid in and drawn up in neat cement of honey like consistency at 4.40 Kg of cement per sqm, care being taken to exclude air bubbles.

Threads shall be stretched cross the surface, at intervals, parallel to the short sides of the area to be tiled to serve as guide lines. Each tile being gently tapped with a wooden mallet till it is properly bedded. The joints shall be grouted with white cement and matching pigment complete. The surface of the flooring shall be checked frequently with a straight edge so as to obtain a true surface with slope, if required. At position where full tiles cannot be fixed, the tiles shall be cut to size and smoothened to give straight and true joints.

11. **PAVER BLOCKS**

Factory made 80 mm thick Paver blocks with chamfered edge M30 Cement Concrete for footpath, , drive ways or light traffic parking etc, , made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge

Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge.

12. **Suspended Spider Glazing system**:

Design supply & installation of suspended Spider Glazing system designed to withstand the wind pressure as per IS 875 (Part-III). The Suspended System held with Spider Fittings of SS-316 Grade Steel of approved manufacturer with glass panel having 12 mm thick clear toughened glass held together with SS- 316 Grade Stainless steel Spider & bolt assembly with laminated glass fins 21 mm thick. The Glass fins and glass panel assembly shall be connected to Slab/beams by means of SS- 316 Grade stainless steel brackets & Anchor bolts and at the bottom using SS channel of 50x25x2mm using fastener & anchor bolts,

non-staining weather sealants of approved make, Teflon/ nylon bushes and separators to prevent bi-metallic contacts, all complete to perform as per specification and approved drawings. The complete system to be designed to accommodate thermal expansion & seismic movements etc. The joints between glass panels (6 to 8 mm) and gaps at the perimeter & in U channel of the assembly to be filled with non-staining weather sealant, so as to make the entire system fully water proof & dust proof. The rate shall include all design, Engineering and shop drawing including approval from structural designer, labour, T&P, scaffolding, other incidental charges including wastage, enabling temporary services all fitting fixers nut bolts, washer, Buffer plates, fastener, anchors, SS channel laminated glass etc. all complete. For the purpose of payment, actual elevation area of Glazing including thickness of joints and the portion of Glass panel inside the SS channel shall be measured.

13. **WATER FOUNTAIN**:

Supply and installation of RGB colored/controlled SS Body LED Light mounted Brass Chrome Plated 11 (Eleven) Numbers of Water Fountain Nozzle Geysers of reputed make with the all necessary fittings, electrical wirings, Control Panels, CPVC plumbing fittings suitable for 6 Kg/Cm2 and 10 Kg/Cm2 working pressures , submersible pumps of 3 HP and 5 HP Capacity with corresponding water Flow rates of 250 LPM at 14 mm Head and 890 LPM at 50 mm Head along with Wall Washer LED Lights for highlighting water jets in the fountain pond , all complete and as per the supplied drawings from Oil India Limited. The cost of civil works for constructions of fountain wall, podium, pits along with necessary finishing works etc. are to be paid separately as per CPWD norms and specifications.

14. **POP UP TYPE SPRINKLER** :

Supply Installation Testing & Commissioning of Pop up Type Sprinkler; Brass 3/4 Impact Pop Up Sprinkler for Agricultural Use including all fittings & Fixtures for the job complete in all respect as directed by Engineer In Charge.

15. **STAINLESS STEEL RAILING**:

Stainless steel railing made of SS 304 Grade Hand Rail 50 mm dia and 1.6mm thick polished with machine to give smooth finish including infill toughen glass of thickness 12 mm including all necessary glass connector balusters, screw etc. of same steel grade.

Contractor should bring all the tool, tackles, scaffolding etc. required to complete his scope of work at his own cost.

Cleaning of all areas, every day, as per instructions of Nexus Site In charge.

Accumulating debris/waste material generated from each and every floor to a specified locations provided by Site In charge. His quoted rates for SS railing should include all cutting fitting polishing etc. complete.

Follow up with the suppliers for the free supplied client scope materials: PO copy of materials ordered by client will be provided by Nexus to the contractor. Contractor to maintain timely follow ups for getting materials (to be incorporated in his works) from the suppliers appointed by client, at his own cost.

Such communication with vendor must be maintained over phone as well as e-mail, marking CC to Nexus site in-charge as well as client.

Contractor will be solely responsible for any delay done by vendor in supplying the required materials, if contractor fails to place the order to vendor considering the lead time provided in PO (for vendor to arrange any supply).

Before ordering any material contractor has to take Nexus site in-charge into confidence so the space for stocking the materials can be arranged timely.

Unless housekeeping (cleaning of debris generated out of his works and bring it to designated location at ground-floor) is completed from working areas, which are being billed by the contractor, contractor is NOT supposed to raise his bill. Nexus site in-charge is not authorized to accept contractor's RA-Bill unless the housekeeping of his billed area is 100% completed.

Repairs of corners (which gets damaged during installation of door-window & MEP works etc.), is in scope of contractor at his own cost. It will not be paid and entertained as an extra item.

Floor-slab areas of the Flats/toilets/kitchens/lift-lobbies must be covered by Tarpaulin before starting of POP/Gypsum application in these areas. Tarpaulin must be removed and all debris must be cleared, after completion of work-scope by the contractor.

16. **External Wall Cladding** :

Scope of work includes providing and fixing 18mm thick gang saw cut, mirror polished premoulded and pre polished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20mm 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 to edges to give high gloss finish etc. complete at all levels.

17. **Glass mossaic tiles**:

Providing and fixing Glass mossaic tiles on finished plain wall surface of size 20 mm x 20 mm x 4 mm in all colour, design, fixing in customize design as per direction of Engineer-in-Charge. The glass mosaic tiles to be fixed on the wall surface with the help of approved adhesive applied at the rate of 2.5 kg per sqm and grouting of the same. The rate is inclusive of all operation, material and required pattern approved by Engineer-in-Charge.

18. **TESTS FOR QUALITY CONTROL**:

The various tests shall be carried out by the contractor as and when instructed by the Engineer-in-charge based on the prevailing OIL SOP (Standard Operating procedure) and no separate payment shall be made unless otherwise specified in the contract. Following tests /test certificate to be produced by the contractor at his own cost as and when directed by the Engineer-in-charge.

18.1 Water for construction and curing ('PH' value should not be less than 6)

18.2 Cube test for RCC work. (Test to be performed in presence of company representative.)

18.3 Manufacturer Test certificate for cement, structural steel, reinforcement steel, roofing sheet etc. wherever applicable should be produced prior to its use in construction.

18.4 Brick test as per BIS 1077 and BIS 3495 (part 1 and 2)

18.5 Test for fine and course aggregate

18.6 Any other tests/manufacturer test certificate as per the direction of Engineer-in charge.

Note: All the above-mentioned tests like cube test for RCC, brick test, test for fine and coarse aggregate etc. will be carried out by the Contractor from any Government Institute/approved laboratory at its own cost as per direction of Engineer-in-Charge.

19. **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.

20. **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.

21. **RECORD KEEPING**:

21.1 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.

21.2 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

21.3 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.

22. **CONTRACTOR'S GODOWN**:

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

23. **SPECIAL INSTRUCTION TO THE CONTRACTOR**:

23.1 The contractor shall provide all Labour, supervision and transport and such specified materials including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

23.2 Contractor must use mixture machine and vibrator for the RCC works. The Contractor shall use pump if needed for dewatering for excavation job for which no extra payment will be made.

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

23.4 Efficient workmen to be engaged by the Contractor.

23.5 The Contractor's representative should report to Engineer in charge on all working days at 7.00AM for instruction.

23.6 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.

23.7 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.

23.8 Water that may accumulate on the site during progress of the works or in trenches and excavation from other than accepted risks shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Contractor's expense.

23.9 If needed water and electricity will have to be arranged by the Contractor at his own cost. However, if felt, water and single phase power supply may be provided by Company on Chargeable basis depending on its availability & approved by the competent authority.

23.10 The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act. (Latest edition) while executing the work.

23.11 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.

23.12 The Contractor will be required to work expeditiously at the site and must visit the site before tendering.

23.13 Welding and cutting sets with fuel & operator, welder, fitter etc. shall be arranged by the Contractor at his cost at site for fabrication and erection work.

23.14 Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor(wherever applicable) to Engineer-in-Charge before starting of dismantling or the other execution of job.

23.15 The contractor must engage at least one or as mentioned in the Contracts Agreement qualified Technical personal (Preferable BE/B Tech in Civil Engineering with minimum 3 years' experience or diploma in Civil Engineering with minimum 5 years' experience) for the overall execution of the job and the complete bio-data of the person should be submitted to the engineer in charge within 7 days of the signing of the Contract agreement. In case the contractor does not deploy qualified technical person as mentioned above, the company has right to penalize the contractor at a rate **Rs. 1,500/- per day**.

23.16 The contractor must submit a work plan in bar chart for the overall job to complete it within 14 days of issuing of work order.

23.17 The contractor shall not engage minor workers below 18 years of age under any circumstances.

24. MAKE LIST FOR CIVIL ITEMS: (to be incorporated)

24.1 Steel Reinforcement Bar: SAIL/ RINL/TATA /JSW/JSPL/Shyam Steel /SRMB or equivalent

24.2 Structural steel: SAIL/JINDAL/RINL/TATA or equivalent prefarbably prime producer.

24.3 CEMENT Star cement /Dalmia/Ambuja/Ultratech/Birla or Equivalent.

24.4 Vitrified Floor tiles (Double Charged): Somany/Johnson/Nitco/AGL/Orientbell /Kajaria or equivalent

24.5 CERAMIC TILE & WALL CLADDING:Somany/Johnson/Nitco/AGL/Orientbell /Kajaria or equivalent

24.6 Glass mossaic tiles: Somany/Johnson/Nitco/AGL/Orientbell /Kajaria or equivalent

24.7 Aluminium extruded sections for door/windows/partitions: HINDALCO /JINDAL/NALCO or equivalent

24.8 Wall putty:J.K.Birla/ Birla White/ ASIAN paints/ Berger /Dulux or equivalent

24.9 Interior & Exterior Paints: ASIAN Paints / Berger/ NEROLAC/Indigo Paints or equivalent

24.10 Water proofing compounds : FORSOC / Pidilite / BASF / SIKA or equivalent

24.11 Admixture chemicals: FORSOC / Pidilite / BASF / SIKA or equivalent

24.12 CPVC Pipes & Fittings: Astral, Ashirwad, Supreme, Prince, Finolex, Oriplast or equivalent

24.13 GI PIPES & FITTINGS:JINDAL, TATA, BHUSAN, SURYA or equivalent

24.14 STAINLESS STEEL RAILING SS 304 Grade:

24.15 PLUMBING/SANITARY FITTINGS JAQUAR/HINDWARE/PARRYWARE/CERA or Equivalent.

24.16 Glass: Saint Gobain, Gujrat Guardian Glass or equivalent

24.17 Suspended Spider Glazing system:Dorma, Hafele, and Ozone or equivalent

24.18 False ceiling (Gypsum Board):Armstrong/ Anutone /Gyproc Saint-Gobain/ Hunter Douglas

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

25. **INDEMNITY AGREEMENT**:

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

26. **INDEMNITY AND INSURANCE**:

26.1 The contractor shall ensure that the policies and certificates of insurance is submitted to the Engineer-In-Charge to commensuare with actual date of start of work at site. In case, the contractor fails to arrange the insurance as mentioned above against any or all insurable risks, the contractor shall be liable for loss or damage arising from such events or causes.

26.2 The contractor shall at its own expense secure & maintain insurance with reputed insurance companies covered from the date of starting to the end of defect liability period of the contract.

26.3 The contractor shall carry adequate insurance cover against the damage/loss to third party/person/property.

26.4 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 work-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.

26.5 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.

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

26.7 The contractor shall at all times during currency of the contract shall maintain the insurance for the following events which are due to the contractor's risks:

26.7.1 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 extension thereof.

26.7.2 Employee Compensation policy or Employer's Liability Policy insurance (EC) as required by the laws of the country of origin of the employee.
In the event of any loss or damage, it shall be the responsibility of the contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim.

26.8 If the contractor for any reason fails to submit the relevant policies & certificates of insurance during the term of this CONTRACT, then OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not in place.

26.9 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 laible for any loss/damage occurred during the term when the policy is not inplace. 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 resulting therefrom shall be sole account of the Contractor.The Contractor on demand from the Company shall furnish the Insurance Policy having detailed term and conditions, with respect to any Certificate of Insurance submitted to the Company.

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

26.10.1 Employees Compensation (EC) Policy or Employer's Liability Policy insurance as required by the laws of the country of origin of the employee.

26.10.2 **Commercial General Liability Insurance**:

Commercial General Public Liabilty Insurance covering liabilities including contractual liabilty for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfill the provisions under this contract.

26.11 Principal Assured:

The following are to be included as Principal Assured (s) in the Insurance Policies (except in case of Workmen's Compensation / Employer's Laibility insurance): "Oil India Limited, and CONRACTOR’s name (as appearing in the contract/LOA).

26.12 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).

27. **Building and Other Construction Workers Welfare Cess Act 1996**:

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

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

28. **FOREST ROYALTY**

28.1 As per notification No. PEM/130/2021/40 dated 7th October 2021 of govt of Assam for Assam minor mineral concession Rules, 2013, royalties and contribution towards "Minor Minerals", "District Mineral Foundation Trust Fund (DMFT) and "Mines and Mineral Development, Restoration and Rehabilitation Fund" (MMDRPF) to the deposited as applicable directly through the website www.assamforestonlin.in.

28.2 The rates of Royalties as per the "Third Schedule" of Notification No PEM 130/2021/40 dated 7th October, 2021 are as follows:

Sl. No.	Work	Appropriate amount of Royalty of Minor Mineral as percentage of Project Cost excluding taxes as GST, IT etc
I	RCC Building/RCC Work	2.00 %
II	Assam Type Building (Single floor)	1.00 %
III	Assam Type Building (Ground floor + 1 or more)	2.00 %
IV	RCC Bridge Work	2.00 %
V	DBM & BC Work	2.00 %
VI	Road improvement / Re-construction Work	3.00 %
VII	New Road Construction Work with Bituminous Work	6.00 %
VIII	New Road Construction Work with ICBP	3.00 %
IX	Earth Work/ Ordinary Clay	9.00 %
X	Earth Work along with Geobag Protection Work	3.50 %
XI	Earth Work along with Boulder Protection Work	5.50 %
XII	River Protection Work with Boulder	4.00 %
XIII	River Protection Work with Geobag	1.50 %
XIV	River Protection Work with Boulder and Geobag	2.00 %
XV	Head work/Brick work of lrrigation projects	4.00 %
XVI	Pradhan Mantri Awas Yojana (PMAY)	1.00 %

28.3 As per Notification No. PEM 130/2021/55 Dated 16th December, 2021 in addition to the royalties, a sum of 10% of the royalty as per the 3rd schedule must be deposited in each of the District Mineral Foundation Trust (DMFT) and Mines and Mineral Development Restoration and Rehabilitation Fund (MMDRRF).

28.4 The Contractor will be liable to ensure to have registered in the portal www.assamforestonline.in and to submit self-attested copy of the corresponding of Forest Royalty, DMFT & MMDRRF against the project. Contractor will be responsible for procurement of material in its own registration and to issue its own e-challan as applicable.

28.5 OIL will reimburse the amount at actuals against submission of self-attested copy of e-challan/receipt/certificates generated from the portal along with running bills.

28.6 However, OIL will release the final bill only after ensuring that all relevant certificates issued by concerned authority against payment of Forest Royalty, DMFT & MMDRF are submitted by the contractor to HOD-Civil for the job executed.

29. **MOBILIZATION PERIOD**: Thirty (30) days from date of issuance of LOI.

30. **TERMS OF MOBILSATION**: The Contractor shall report to Civil Engineering Department, OIL, Duliajan-Assam, within Thirty (30) days from date of issue of LOI for a Kick-off Meeting

for obtaining necessary information and instructions for commencement of work. Date of Kick Off Meeting shall be deemed as completion of mobilization.

31. **DURATION OF THE CONTRACT**: The duration of the contract shall be for a period of Eighteen (18) months from the date of issue of LOI. Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed within the scheduled mobilization date mentioned in the LOA, then the duration of the contract shall be considered from the date of completion of actual mobilization.

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

33. **REMUNERATION & TERMS OF PAYMENT**:

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

33.2 Contractor must submit running account (RA) bills for the works executed time to time for release of payments.

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

33.4 No advance payment will be made in any form.

33.5 All payment shall be made as per actual job done.

33.6 All Invoices are to be sent to the following address:

CGM-Civil (HoD)

Civil Engineering Department

Oil India Limited

P.O. Duliajan-786602, Dist. Dibrugarh, Assam

34. **ABNORMALLY HIGH UNIT RATES/ABNORMALLY LOW UNIT RATES (AHR/ALR ITEMS)**

For the positive variation in quantities of any items from the quantity mentioned in the tender/contract SOQ, for such positive variation item(s) wherein the bidder quoted rate is above (+)/below (-) 50% (Fifty Percent) of Company's estimated rate, such items quoted by the successful bidder shall be considered as Abnormally High Rate/Abnormally Low Rate (AHR/ALR) items. Company reserves the right to negotiate rates of all such AHR items, in addition to any other items of the tender as may be considered appropriate, before award of contract. Also, the successful bidder shall provide the analysis of rates quoted for AHR/ALR items to justify the reasonability, if requested by Company. Bidder shall confirm acceptance to the reduced item rates agreed during negotiation and payment shall be based on the agreed rates.

The Contractor shall obtain prior permission from Company's Engineer in-charge/Project Manager (Company's designated officer for job supervision during execution) before executing any quantity in excess, in case the quantities against such AHR items exceed the specified quantities provisioned in the Scheduled of Rate (SOR)/Bill of Quantity (BOQ).

Payment of AHR items in excess of quantities stipulated in SOR/BOQ shall be made at the least/lowest of the following rates:

(a) Rates as per SOR (quoted/agreed by the contractor)

(b) Rate of the item which shall be derived as follows:

(i) Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

(ii) In case above rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, materials and labour plus 15% (max) to cover contractor's supervision, profit, overhead & other expenses."

35. **WARRANTY AND REMEDY OF DEFECTS**

35.1 Defects Liability Period: Twelve (12) months from the date of completion of work. The Contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer In-Charge (EIC) which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by Contractor or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the EIC or in default, the EIC may carry out such works by other work and deduct actual cost incurred towards Labour, supervision and materials consumables or otherwise plus overheads from any sums that may then be or at any time thereafter, become due to the Contractor or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the EIC in writing Notwithstanding the above provisions the supplier's guarantees/warrantees for the replaced equipment shall also be passed on to the Company.

35.2 In case an item has got a guarantee/warranty period, then the same is to be passed on to OIL. If such item fails before its guarantee period is over, then contractor has to rectify/replace it at his own cost. However, in case of critical items, if the guarantee/warranty period is beyond defect liability period, then guarantee/warranty shall be applicable for that period also.

35.3 Standard accessories & warranty provided by the OEMs/ authorised dealer of OEMs for all items must be passed on to OIL. The warranty shall cover replacement of defective hardware/items etc.

36. **AREA OF OPERATION**

Inside the premises of Civil Engineering Department, Oil India Limited, Duliajan, Dibrugarh, Assam, 786602.

37. **GENERAL HSE (Health Safety & Environment) POINTS TO BE FOLLOWED BY THE CONTRACTOR**:

37.1 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 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.

37.2 Contractor's arrangement for health and safety management shall be consistent with those

of the company (OIL).

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

37.4 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.

37.5 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet, Full Body harness and Fall Prevention Devices shall conform to relevant IS Codes. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/penalty due to non-adherence to PPE shall be binding to the Contractor.

37.6 The Contractor may frame a mutually agreed bridging document if required between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

37.7 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

37.8 Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe method to deal with it/them. The SOP should clearly mention the risk arising to men, machineries & material from the operations to be done by the Contractor and how it is to be managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

37.9 Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

37.10 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

37.11 Necessary cold and hot work permits, wherever applicable, including excavation clearance and permission for working at height, Confined Space Entry are to be obtained by the competent person of the Contractor from user department/authorized representative of OIL before start of the job(s). Work permit should be in line as per the guidelines issued by HSE Department.

37.12 If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

37.13 The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.

37.14 The contractor should prevent the frequent change of his deployed employees as far as practicable. However, if OIL Engineer In Charge found any person not appropriate with

respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

37.15 OIL will communicate all information to the Contractor or his authorized representatives only. Contractor shall submit details of authorized representative wherever applicable.

37.16 The Contractor shall have to report all incidents including near miss to the representatives of OIL.

37.17 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or health will be paid by the Contractor only.

37.18 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.

37.19 Necessary sign board/warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used wherever applicable. The said signals/sign boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.

37.20 Barricading of area to be done with reflecting tapes as applicable during work.

37.21 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

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

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

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

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

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

37.27 The Contractor or his representative shall arrange daily toolbox meetings and maintain records.

37.28 All safety gears as per requirement of job are to be provided to the working personnel before commencement of the work.

37.29 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

38. **PLANTS AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR**:

a) Concrete Mixture Machine - 01 No.

b) Concrete Vibrator (Needle Type) - 01 No.

c) Cube mould (150mm x 150mm x 150mm) - 9 Nos.

d) Slump Cone- 1 No.

e) Dumper- 2 Nos.

39. ANNEXURE B: SCOPE OF ELECTRICAL WORKS

39.1 Methods of Cable laying: Laying direct in ground:

39.1.1 The trenches shall be excavated in reasonably straight lines, wherever there is a change in the direction, a suitable curvature shall be adopted complying with the requirements of above.

39.1.2 Where gradients and changes in depth are unavoidable, these shall be gradual.

39.1.3 The excavation should be done by suitable means, i.e., manual or mechanical. The excavated soil shall be stacked firmly by the side of the trench such that it may not fall back into the trench.

39.1.4 Adequate precautions should be taken not to damage any existing cable(s), pipes or any other such things in the route during excavation. Wherever brick or any other protective covers or bare cables are encountered, further excavation shall not be carried out without the approval of the Engineer-in-Charge.

39.1.5 Existing property, if any, exposed during trenching shall be temporarily supported adequately as directed by the Engineer-in-Charge. The trenching in such cases shall be done in short lengths, necessary pipes laid for passing cables therein and the trench refilled.

39.1.6 The normal size of the trench will be 450 mm wide and depth shall be 750 mm and suitable sized pit for maintaining at least 2 coils (10-12 m) of spare cable at through jointing area and termination area with same or more depth that of the trench. The bottom of the trench must be levelled and properly dressed. Any change in the abovementioned size shall be instructed by the Engineer- in - Charge.

39.1.7 75mm thick sand bed shall be spread at the bottom of the trench pit. Then unrolling and laying of cable shall be done and again shall be covered with another 75mm of sand over the cable. Sand bed should cover entire width of trench and pits. Supply of sand is in the scope of the bidder.

39.1.8 Bricks shall be placed crosswise (irrespective of one or more cables laid in the trench pit) over the cable /cables as well as the entire pit. The bricks should be placed close to each other without any gap. Broken bricks shall not be allowed to use. Supply of bricks is in the scope of the bidder.

39.1.9 The trenches shall be then back-filled with excavated earth, free from stones or other sharp ended debris and shall be rammed and watered, if necessary in successive layers not exceeding 30cm depth.

39.1.10 Where road beams or lawns have been cut out of necessity, or kerb stones displaced, the same shall be repaired and made good, except for turfing /asphalting, to the satisfaction of the Engineer-in-Charge and all the surplus earth or rock shall be removed to places as shown by Engineer in Charge.

39.2 **General conditions for laying & termination of cable**:

39.2.1 The cable laying works shall be carried out as per cable laying procedures mentioned above.

39.2.2 Crimping and end termination of the cables shall be carried out by Technician with valid workman permit.

39.2.3 All the cable laying works shall be supervised by experienced supervisor having valid certificate of competency for carrying out 1.1KV works. v. All tools, tackles and testing and

measuring equipment required for laying and termination of cable shall be in the scope of the contractor.

39.3 Make List of Electrical Items:

Sl. No.	Materials	Make
1	All Cables and Wires	FINOLEX/HAVELLS /POLYCAB/RR KABEL/KEI
2	Copper lugs	DOWELL/3D-BILLET/JAINEX
3	PVC conduit	RICHA/PLAZA/AKG/PRESTO PLAST/Anchor
4	All LED Light Fittings (including Driver)	PHILIPS /CROMPTON/GE/BAJAJ/HYBEC
5	All MCCB & MCBs	SIEMENS / ABB /L&T/HAVELLS/SCHNEIDER
6	All RCBO	ABB/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS/HAVELLS. Note: Make of RCBO, MCBs and box shall be of same make
7	Contactor for Lighting Controller	LEGRAND/SIEMENS/GE/HAVELLS/ SCHNEIDER/ABB/INDO-ASIAN
8	GI Pipe for earthing	JINDAL/TATA or as approved by OIL
9	ANCHOR BOLTS	GEC / KHAITHAN / CROMPTON
10	METERS	AE / IMP / MECO / ELMEASURE/SCHNEIDER
11	PVC CONDUITS	AKG/ AVON PLAST / UNIVERSAL/PRICISION/PRESTO PLUS
12	LIGHT FITTINGS	JAQUAR / PHILIPS / CROMPTON/BAJAJ/HAVELLS

39.4 SOQ for Electrical items for landscaping work:

39.4.1 **FEEDER PILLAR PANEL FOR LIGHT DISTRIBUTION** :

Supply, installation, testing and commissioning of floor mounted totally enclosed front operated cubical type Feeder Piller of Legrand/Jakson/ABB including civil work of 1:2:3 concrete of foundation uniform width suitable for used on 415V 25 KA fault level 3 phase 4 wire, 50 Hz.

1. **INCOMER**:
   (i) 1 No100A MCCB, 25 KA with thermal magnetic released and earth fault release.
   (ii) 1 Set 100A Amps aluminium conductor bus bar in PVC sleeved.
   (iii) 1 No. of Automatic Timer Switch.

2. **OUTGOINGS**:
   (i) 10No. 10 A SP MCB (10KA)
   (ii) 1No. 32A TP MCB (10KA

39.4.2 **EARTHING WORKS** :

a) Earthing with G.I. earth pipe 4.5 metre long, 40 mm dia including accessories, and

providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.

b) Supplying and laying 6 SWG G.I. Wire at 0.50 metre below ground level for conductor earth electrode, including connection/ termination with GI thimble etc. as required.

c) Supplying and laying 25 mm X 5 mm copper strip at 0.50 metre below ground as strip earth electrode, including connection/ terminating with nut, bolt, spring, washer etc. As required. (Jointing shall be done by overlapping and with 2 sets of brass nut bolt & spring washer spaced at 50mm)

d) Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as required.

39.4.3 **CABLE WORKS** :

a) Supply of 3.5C X 50 sq.mm XLPE AL Armoured Cable

3.5C x 50 sq.mm, 1100V, PVCA Alu.

Size: 3.5Cx50 sq.mm

Voltage Grade: 1100V

Color: Black

Conductor Material: Stranded compact circular/shaped Aluminium

Shape: Complete round on outer side

Insulation: PVC, Type A

Filler & Inner Sheath: Unvulcanized rubber/ Thermoplastic materials/ Proofed tape (for inner sheath only).

Outer Sheath: PVC, Type ST 1

Armour: Galvanized Steel strip/Wire

Applicable Standard: IS-1554 (part-1)-1988 (with latest amendments if any)

b) Supply of 4C X 10 sq.mm XLPE AL Armoured Cable

4C x 10 sq.mm, 1100V, PVCA Alu.

Size: 4Cx10 sq.mm

Voltage Grade: 1100V

Color: Black

Conductor Material: Stranded compact circular/shaped Aluminium

Shape: Complete round on outer side

Insulation: PVC, Type A

Filler & Inner Sheath: Unvulcanized rubber/ Thermoplastic materials/ Proofed tape (for inner sheath only).

Outer Sheath: PVC, Type ST 1

Armour: Galvanized Steel strip/Wire

Applicable Standard: IS-1554 (part-1)-1988 (with latest amendments if any)

c) Supply of 4C X 16 sq.mm XLPE AL Armoured Cable

4C x 16 sq.mm, 1100V, PVCA Alu.

Size: 4Cx16 sq.mm

Voltage Grade: 1100V

Color: Black

Conductor Material: Stranded compact circular/shaped Aluminium

Shape: Complete round on outer side

Insulation: PVC, Type A

Filler & Inner Sheath: Unvulcanized rubber/ Thermoplastic materials/ Proofed tape (for inner sheath only).

Outer Sheath: PVC, Type ST 1

Armour: Galvanized Steel strip/Wire

Applicable Standard: IS-1554 (part-1)-1988 (with latest amendments if any)

39.4.4 **CABLE JOINTING AND END-TERMINATION** :

a) Supplying and making end termination with brass compression gland and aluminium lugs for 3.5 X 50 sq.mm(35 mm) PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade.

b) Supplying and making end termination with brass compression gland and aluminium lugs for 4 X 10 sq.mm(25 mm) PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade.

c) Supplying and making end termination with brass compression gland and aluminium lugs for 4 X 16 sq.mm(28 mm) PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade.

39.4.5 **CABLE LAYING** :

a) Laying of one number of PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required: Upto 35 sq. mm

b) Laying of one number of PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required: Above 35 sq. mm and upto 95 sq. mm

39.4.6 **MISCELLANEOUS CIVIL ITEMS** :

a) Excavation for cable trenches in soft soil, depth up to 1.2 m including dressing of sides lift upto 1.5 m, including getting out the excavated soil, refilling with sand and or good soil after laying of cable/ pipe etc in layers of 20 cm, ramming, watering and disposal of surplus excavated soil as directed, within a lead of 50 metres.

b) Providing, laying, and fixing of 150 mm dia G.I. pipe (medium class) in ground complete with G.I. fittings including trenching (75 cm deep)and re-filling etc as required.

c) Providing, laying, and fixing of 300 mm dia RCC pipe NP2 class (light duty) in ground complete with RCC collars, jointing with cement mortar 1:2 (1 cement : 2 fine sand) including trenching (75 cm deep) and refilling etc as required

39.4.7 **LIGHT FITTINGS** :

a) Supply, installation, testing and commissioning of Decorative LED Wall Light.
Decorative LED Wall Light as per the details bellow:
Model No.: HLO-5413 OR EQUIVALENT
Make : HYBEC OR EQUIVALENT
Housing Material : Aluminium Diecast
Power : 4x3w
Dimension : Ø185x60mm
Col. Temp.: 3000K

b) Supply, installation, testing and commissioning of Decorative LED Bollard Light.
Decorative LED Bollard Light as per the details below:
Model No.: : HLO-5162 OR EQUIVALENT
Make : HYBEC OR EQUIVALENT
Housing Material : Aluminium Diecast
Power : 12w
Luminous Flux : 1200Lm
Beam Angle : 120°
Dimension : 166x166x500mm
Col. Temp.: 3000K

c) Supply, installation, testing and commissioning of Decorative LED Post Top Lanterns.
Decorative LED Post Top Lanterns as per the details bellow:
Model No.: Juno 5040 OR EQUIVALENT
Make : K Lite OR EQUIVALENT
With Suitable Klite Make Decorative Pole
Power :60w
Pole : Columbia
Luminous Flux : 1200Lm
Col. Temp.: 3000K

d) Supply, installation, testing and commissioning of LED Garden Spike Light.
LED Garden Spike Light
Model No.: HLO-5908 OR EQUIVALENT
Make: HYBEC OR EQUIVALENT
Body Colour : GRAPHITE GREY
Wattage: 6W
Beam Angle : 41°
Luminous Flux : 317 lm
Dimension :
Ø73x106xH380mm
IP 65

40. **NOTICES**

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

COMPANY	
a) **For CONTRACTUAL MATTERS** CGM-Contracts(HOD) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in	b) **For TECHNICAL MATTERS** CGM – CIVIL(HOD) CIVIL ENGINEERING DEPARTMENT OIL INDIA LIMITED, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 8859 Email: ghazarika@oilindia.in
CONTRACTOR _____ _____ Phone No.:	

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

GOODS & SERVICE TAX

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

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

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

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

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

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

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

8. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

10. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

11. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.

12. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.

13. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

14. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

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

16. TDS under GST, if applicable, shall be deducted from contractor's/ Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.

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

18. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

19. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL

will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

20. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

21. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

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

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

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

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

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

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

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

29. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

30. OIL will prefer to deal with registered 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.

31. Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

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

Any invoice issued shall contain the following particulars:

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

Note: OIL GSTIN numbers are as follows:
Assam: 18AAACO2352C1ZW
Arunachal Pradesh: 12AAACO2352C1Z8

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

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

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

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

33. Anti-profiteering clause: As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way

of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

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

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WORKS CONTRACT

SCHEDULE OF COMPANY'S PLANTS, MATERIALS AND 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 EQUIPMENT for use in the execution of work.

1) MATERIALS: NIL
2) PLANTS AND EQUIPMENT: NIL.

NOTE:

1. The Contractor is to arrange transport of the above materials to site of work with proper safety.

2. 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.

3. Materials issued to Contractor must be under proper watch & ward so that no part is pilfered. If any pilferation takes place the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the materials issued.

4. 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 Contactor at double the value of materials without any reference to him

PART-V

SAFETY MEASURES (SM)

To,

CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service: LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement.

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 mentioned in the Special Conditions of Contract (SCC):

(Seal) Yours Faithfully,

Date_____ M/s._____

FOR & ON BEHALF OF CONTRACTOR

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PART-VI

INTEGRITY PACT (IP)

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or 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.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a

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

(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:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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) If 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 sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7- Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible 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. If 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 be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

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

.....	**.....**
For the Principal	**For the Bidder/Contractor**
	Witness 1: .....
	Witness 2: .....

Place.
Date .

BID FORM

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

Sub: IFB No. CDC9571P26 - LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement..

Gentlemen,

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

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

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

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

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

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

Dated this _____ day of _____ 2025.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

SUB: OIL's IFB No. CDC9571P26

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDC9571P26** for **LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement..**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA FOR LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL's IFB No. CDC9571P26

We, _____ of _____ confirm that Mr. _____ _____ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. **CDC9571P26** for **LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement.** for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

_____

Signature of Bidder with Official Seal

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN – 786602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ___ day of _____ 20_____.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Contd.....P/2

Page No.2

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 guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

a) SIGNATURE AND SEAL OF THE GUARANTORS_____
b) Designation_____
c) Name of the Bank_____
d) Address_____

Note:

***** The Bidder should insert the amount of the guarantee in words and figures.

****** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

******* The Bank Guarantee issuing bank branch shall ensure the following:

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

(i) MT 760/ MT 760 COV for issuance of Bank Guarantee
(ii) MT 760/ MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK, Duliajan Branch; IFSC Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Ltd., Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam -786602.

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

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786602.

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

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

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

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

This guarantee is valid until the _____day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Contd.....P/2

Page No.2

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 guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

a) SIGNATURE AND SEAL OF THE GUARANTORS_____
b) Designation_____
c) Name of the Bank_____
d) Address_____

Note:

***** The Bidder should insert the amount of the guarantee in words and figures.

****** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

******* The Bank Guarantee issuing bank branch shall ensure the following:

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

(iii) MT 760/ MT 760 COV for issuance of Bank Guarantee
(iv) MT 760/ MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK, Duliajan Branch; IFSC Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Ltd., Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam -786602.

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

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of _____ for Rs. _____ (being **10.0 %** of the total contract cost).

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

Contd.....P/2

(a) PART-I	indicating the General Conditions of this Contract;
(b) PART-II	indicating the Schedule of work, unit, quantities & rates;
(c) PART-III	indicating the Special Conditions of Contract;
(d) PART-V	indicating the Safety Measures.
(e) PART-VI	indicating Integrity Pact (IP)

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

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

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

Ref. No. _____ Date _____

To,
The CGM-Contracts (HoD)
Contracts Department,
OIL, Duliajan

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDC9571P26

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Note '2' under Clause 3.0 Financial Criteria of BEC-BRC of Tender No. CDC9571P26

I _____ the authorized signatory(s) of _____ (Company or Firm name with address) do hereby solemnly affirm and declare/ undertake as under:

The balance sheet / Financial Statements for the financial year _____ have actually not been audited as on the Original Bid Closing Date.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

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

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. .....for an amount of INR..... valid up to ..... as per terms and conditions of Tender / Contract No. .....

BG issuing bank details:

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

Declaration:

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

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

Enclosure: Original bank guarantee

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To,

Oil India Limited

_____

_____

India

Dear Sirs,

1. In consideration of _____ _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No._____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20___ at _____

WITNESS NO.1 _____ (Signature) Full name and official address (in legible letters) Stamp WITNESS NO.2 _____ (Signature) Full name and official address (in legible letters) Stamp	_____ (Signature) Full name, designation and address (in legible letters) With Bank Attorney as per power of Attorney No._____ Dated _____

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

Ref. No. _____ Date _____

To,
CGM- CONTRACTS (HoD)
Contracts Department,
OIL, Duliajan

SUB: UNDERTAKING FOR LOCAL CONTENT

Dear Sir,

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____ dated _____ for **'LANDSCAPE WORK OF CIVIL ENGINEERING DEPARTMENT, OIL INDIA (DULIAJAN) and supply of all materials including Cement.'**

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is _____ %.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issue by Ministry of Petroleum and Natural Gas vide notification no. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432)** dated **26.03.2024.**

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

FORMAT FOR HINDRANCE REGISTER

Description of Project:..... **Contract No. & Date:**.....

Contractor's Name:..... **Scheduled Completion Date:**.....

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**		

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. **CDC9571P26**

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)

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

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

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

Ref: Tender No. **CDC9571P26**

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 debarring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

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

Declaration by the vendor/party for confirmation of Term deposit/Fixed Deposit from the issuing bank

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

Sub: **Contract No. .....**

Full address of the issuing bank	:	
Branch Code	:	
Authorised 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 favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"	:	

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bank:

EXHIBIT–I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTIONG

(REF. CLAUSE NO. 18.6 OF THE FORWARDING LETTER)

We, M/s _____, have read the clause regarding restrictions on procurement from 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, has 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 are eligible to be considered.

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)

EXHIBIT–II

UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 18.1 OF THE FORWARDING LETTER

We, M/s _____, have read the clause regarding restrictions on procurement from 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, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)

BID SECURITY DECLARATION

(To be submitted on Bidder's letter head in case bidder is exempted from Bid Security/EMD)

To,
CGM-CONTRACTS (HOD)
OIL INDIA LIMITED
P.O. DULIAJAN – 786602
Assam, India

Sub: BID SECURITY DECLARATION IN RESPECT OF TENDER NO. **CDC9571P26**

Dear Sir(s),

I/We, the undersigned, declare that:

1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.

2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Yours faithfully,

For (Name of the firm _____)

Signature of Authorised Signatory

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address: DULIAJAN,** **DIBRUGARH, ASSAM** **PIN-786602**	**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 of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we _____ (Name & address of the "Insurer") _____ having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. .....(Rupees ..... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.
SEALED with the said Insurer this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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 Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely 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)	(Signature of the Authorised Signatory)
.....	.....
(Name)	(Name)
.....	.....
(Designation & official address)	(Designation with Insurer Stamp)
	Authorised Vide
	Power of Attorney No.....
	Date.....

INSTRUCTIONS FOR FURNISHING "BID 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 Bidder 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 Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Introduction” of the Tender.

e) The Insurance Surety Bond by bidders 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) Bidder 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) Bidder 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.

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

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address: DULIAJAN,** **DIBRUGARH, ASSAM** **PIN-786602**	**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 Contact 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 Surely 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)	(Signature of the Authorised Signatory)
.....	.....
(Name)	(Name)
.....	.....
(Designation & official address)	(Designation with Insurer Stamp)

Authorised 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 “Introduction” 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.

Sl. No.	Clause No. of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	**BEC-BRC Clause No. 1.0**	**The bidder must be incorporated/constituted in India and must maintain equal to or more than 20% local content (LC) for the offered services to be eligible to bid against this tender.** Submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable. Calculation of Local content for the offered services is in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the			

		bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate. Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder),** without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded. (b) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.			
2	**BEC-BRC Clause No. 2.1**	**Experience:** The bidder must have successfully executed/completed similar works against tender over the last 7 (seven) years reckoned from the Original Bid Closing date in Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company of minimum value of either of the following: **One** similar work of value= **₹ 90,63,000.00** **Or** **Two** similar works of value= **₹ 56,64,000.00** each **Or** **Three** similar works of value= **₹ 45,32,000.00** each			

3	**Notes to BEC-BRC Clause No. 2.1**	i) **'SIMILAR WORK'** mentioned above means experience in **"Landscaping activity with construction of fountain & electrical lighting system"** **OR** **"Garden maintenance with construction of fountain & electrical lighting system".**			
		ii) For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid: A. Contract document/LOA/WO showing details of work, **AND** B. Job Completion certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work. The submitted document(s) must contain the following: (i) Nature of job done and Work Order No. / Contract No. (ii) Gross Value of Work Done. (iii) Contract period /Contract start and date of completion.			

		iii) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e. mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 2.1 will only be treated as acceptable experience. iv) Following work experience will also be taken into consideration: a. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user. • In case the document submitted as per point no 2.1(i) above, are not sufficient to establish the value/quantity/period of the similar work against para iv) (a) above the shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of SIMILAR work which should be certified by the end user or a certificate issued by a practising chartered/cost Accountant Firm (With			

		membership Number & Firm Registration Number) v) **'SIMILAR WORK'** executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC. **Note to Technical Criteria:** (a) It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate. (b) In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date. vi) Any Bidder, if participated in the tender as Joint Venture **Or** Consortium with another party, such offers shall not be considered for evaluation. vii) Experience of executing **'SIMILAR WORK'** through 'sub-contracting' shall not be considered for evaluation.			
4	**BEC-BRC Clause No. 3.1**	Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 37,76,000.00**			

		(**Rupees Thirty-Seven Lakh Seventy-Six Thousand**) only. **Note: Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e. bidding entity, as the case may be) during a financial year" as per the Companies Act, 2013 Section 2 (91).			
5	**BEC-BRC Clause No. 3.2**	**Net worth** of bidder must be positive for preceding financial / accounting year. **Note**: **Net worth** shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.			
6	**Notes to BEC Clause No. 3.0**	1. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: (i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XI.**			

		or (ii) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent. ***Note:** • Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. • In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the			

		auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.			
		2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that the balance sheet / Financial Statements for the financial year _____ have actually not been audited so far, as per format prescribed in **PROFORMA-X.**			
		3. In case the bidder is a Government Department, they are exempted from submission of documents			

		mentioned under Para **1** and **2** above.			
7	**BEC-BRC Clause No. 4.1**	Bids are to be submitted under **Single-Stage Two-Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the price Bid should contain the quoted price. **There should not be any indication of price in the Un-priced Techno-Commercial bid; otherwise, the bid shall be rejected straightway.**			
8	**BEC-BRC Clause No. 4.2**	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected. **Note: The breakup of the quoted/ offered price i.e., duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.**			
9	**BEC-BRC Clause No. 4.3**	Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.			
10	**BEC-BRC Clause No.**	Any bid received in the form of Physical			

	4.4	document/ Telex/ Cable/ Fax/ E-mail will not be accepted.			
11	**BEC-BRC Clause No. 4.5**	Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
12	**BEC-BRC Clause No. 4.6**	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
13	**BEC-BRC Clause No. 4.7**	Bids are invited under **Single-Stage Two-Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid separately. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-tender portal accordingly within the Bid Closing Date and time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under **"Technical Attachment"** Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under **"Notes and Attachments"**.			
14	**BEC-BRC Clause No. 4.8**	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:			

		(i) Firm price (ii) EMD / Bid Security/Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact			
15	**BEC-BRC Clause No. 4.9**	Bid received with validity of offer less than **120 (One Hundred Twenty)** days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I.**			
16	**BEC-BRC Clause No. 4.10**	Bid Security in Original must be furnished (except those exempted) as a part of the Technical Bid and shall reach the office of CGM-Contracts, OIL at Duliajan on or before 12.45 Hrs. (IST) on the bid closing date. A scanned copy of bid security document shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be **₹ 2,27,000.00.**			

		Any bid not accompanied by a proper & valid Bid Security will be rejected straightway. **Note:** (i) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for **minimum 165 days** from the original bid closing date. (ii) In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.			
17	**BEC-BRC Clause No. 4.11**	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PART-VI** of the tender document. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.			
18	**BEC-BRC Clause No. 5.1**	Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the tender and / or the acceptance of which bid will not result in			

		indeterminate liability on OIL.			
19	**BEC-BRC Clause No. 5.2**	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			
20	**BEC-BRC Clause No. 5.3**	If the bidders quote nil charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.			
21	**BEC-BRC Clause No. 5.4**	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation			
22	**BEC-BRC Clause No. 5.5**	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.			
23	**BEC-BRC Clause No. 5.6**	**Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted prices for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.**			
24	**BEC-BRC Clause No. 5.7**	Service is not splitable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded as per Clause No. **8.0 Award of Contract.**			

25	**BEC-BRC Clause No. 5.8**	The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.			
26	**BEC-BRC Clause No. 5.9**	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
27	**BEC-BRC Clause No. 5.10**	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
28	**BEC-BRC Clause No. 5.11**	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.			
29	**BEC-BRC Clause No. 6.1**	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.			

30	**BEC-BRC Clause No. 6.2**	Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.			
31	**BEC-BRC Clause No. 6.3**	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.			
32	**BEC-BRC Clause No. 6.4**	If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.			

33	**BEC-BRC Clause No. 6.5**	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			
34	**BEC-BRC Clause No. 6.6**	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.			
35	**BEC-BRC Clause No. 6.7**	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
36	**BEC-BRC Clause No. 6.8**	Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.			
37	**BEC-BRC Clause No. 6.9**	Bidders have to submit a declaration as per the format prescribed in **PART-V** regarding compliance of Safety Measures along with the technical bid.			
38	**BEC-BRC Clause No. 6.10**	Bidders shall submit a declaration as per **PROFORMA-XVI** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law or no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.			

39	**BEC-BRC Clause No. 6.11**	Bidders shall submit a declaration as per **PROFORMA-XVII** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/ banning list by OIL debarring them from carrying on business dealings with OIL.			
40	**BEC-BRC Clause No. 6.12**	**Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC** enclosed as **PROFORMAS-XXV & XXVI,** along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.			
41	**BEC-BRC Clause No. 7.1**	**PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this tender. Bidders to check the provisions of the Notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly.			

42	**BEC-BRC Clause No. 8.0**	**AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below: **Note:** In case a bidder is eligible to seek benefits under PP-LC policy, then the bidders should submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration as per **PROFORMA-XIV**. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies. **A. If L-1 bidder is a Class-I PPLC Bidder:** In case if the L1 bidder is a Class-I PPLC bidder, the contract shall be awarded to the L1 Class-I PPLC bidder. **B. If L-1 Bidder is not a Class-I PPLC Bidder:** In case if the L1 bidder is not a Class-I PPLC bidder, then preference shall be given to the lowest eligible Class-I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class-I PPLC bidder within price band of L1+20% and so on. In case none of the Class-I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder. Upon award of Contract based on PPP policy-linked with Local Content (PP-LC), the bidder shall have to submit additional Bank Guarantee (format			

		enclosed as **PROFORMA-XIII**) equivalent to 10% of the Contract Value, fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.			
43	**BEC-BRC Clause No. 9.0**	**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following: 9.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. 9.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. 9.3 "Bidder from a country which shares a land border with India" for the purpose of this Order			

		means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above 9.4 The beneficial owner for the purpose of para 9.3 above will be as under: 9.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation: a. "Controlling ownership interest" means			

		ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; 9.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 9.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 9.4.4 Where no natural person is identified under (9.4.1) or (9.4.2) or (9.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 9.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural			

		person exercising ultimate effective control over the trust through a chain of control or ownership. 9.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person. 9.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **PROFORMA-XIX** in this respect to be submitted by the bidder. 9.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution. 9.8 The bidders to provide an undertaking as per **PROFORMA-XX** along with their bid complying with Clause No. 9.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.			

44	**BEC-BRC Clause No. 10.0**	**COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			

COMMERCIAL CHECK LIST

Bidder's Name:_____

TENDER No. CDC9571P26

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

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST .....%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit Performance Security as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to **120 (One Hundred Twenty) days** from Bid Due Date / Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is compiled?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall	

	remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
18	Whether applying for Purchase Preference Policy (Linked With Local Content) (PP-LC)? (Yes/No)	

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

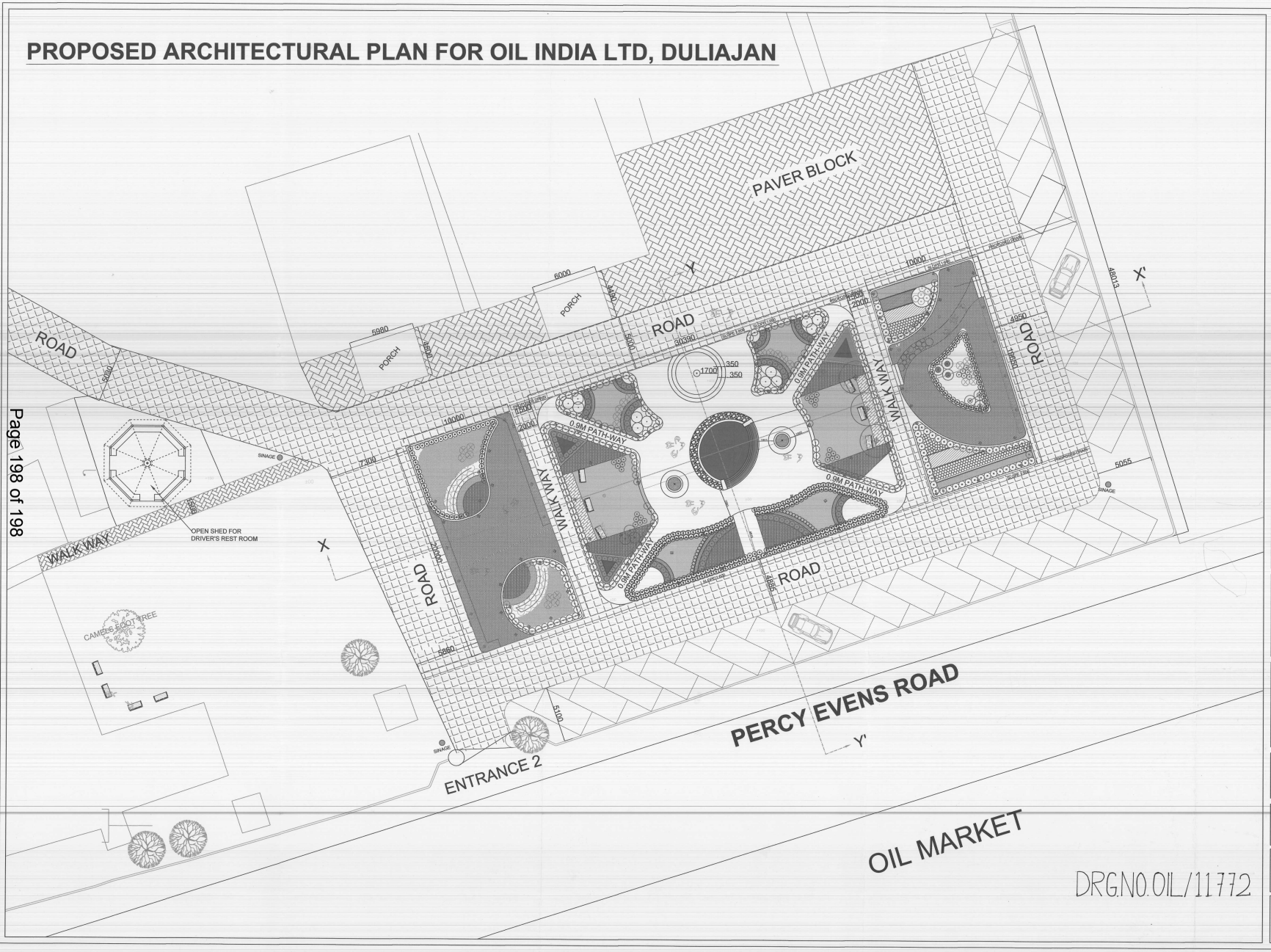
Signature _____

Name _____

Designation _____

Office Stamp _____

PROPOSED ARCHITECTURAL PLAN FOR OIL INDIA LTD, DULIAJAN



NOTES:

1. ALL DIMENSIONS ARE IN MM.
2. DRAWINGS NOT BE MEASURED, ONLY WRITTEN DIMENSIONS ARE TO BE FOLLOWED.

LEGENDS:

- PAVER BLOCKS
- ROAD
- GRASS
- EXISTING TREES
- BENCH
- BOLLARDS

SL.NO.	DATE	ISSUES / REVISIONS	SIGN.
01.	23-10-2023	ISSUED FOR APPROVAL	

PROJECT:

LANDSCAPE WORK FOR CIVIL ENGINEERING DEPARTMENT, OIL INDIA LIMITED, DULIAJAN

CLIENT

CIVIL ENGINEERING DEPARTMENT,
OIL INDIA LIMITED, DULIAJAN, ASSAM

ARCHITECTS:

BHASKAR SHARMA & ASSOCIATES

ARCHITECTS, ENGINEERS & INTERIOR DESIGNERS.
HOUSE NO.-7, 2ND FLOOR,BYELANE NO.-3, SKB ROAD, RUKMININAGAR, GHY-6

DWG TITLE:

ARCHITECTURAL PLAN

JOB NO.	DATE	SCALE	DRG.NO.
LAND - 01-2023	20-10-2023	NTS	AR-01

DEALT BY-
AR. SAMRAT DAS

CHKD. BY-

DRG.NO.OIL/11772