ऑयल इंडिया
OIL INDIA

OIL INDIA LIMITED (A Govt. of India Enterprise)
Contract & Purchase Department (Rajasthan Field)
2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
Phone-0291-2729472, Fax: 0291-2727050
E-mails: ravi_chaudhary@oilindia.in

Dated: 28.05.2025

FORWARDING LETTER

Sub: Tender No. CJI9357P26 for Supply, installation, testing and commissioning of the various facilities in the auditorium hall of OIL Executive Residential Complex-Jodhpur a period of 6(Six) Months

1.0 Rajasthan Fields of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

In connection with its operations, OIL invites Local Competitive Bids (LCB) from experienced and established firms / contractors for the mentioned work / service under **OPEN E-TENDER SINGLE-STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for **Tender No. CJI9357P26 for Supply, installation, testing and commissioning of the various facilities in the auditorium hall of OIL Executive Residential Complex-Jodhpur a period of 6(Six) Months**

One complete set of Bid Document covering OIL's IFB for above works 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.	OIL's Tender No.	:	CJI9357P26
ii.	Type of Bid	:	**Single Stage Two bid System**
iii.	Bid Closing Date & Time	:	19.06.2025 at 11.00 hrs (IST)
iv.	Technical Bid Opening Date & Time	:	19.06.2025 at 15.00 hrs (IST)
v.	Price Bid Opening Date & Time	:	Will be notified to the technically qualified bidders
vi.	Bid Opening Place	:	Office of GM (C&P), Oil India Limited, Jodhpur, Rajasthan
vii.	Bid Validity	:	Bids shall remain valid for **120 days** from the bid closing date
viii.	Bid Security/EMD Amount	:	**INR 7,48,000.00**
ix.	Bid Security/EMD	:	Minimum 120 days from original bid closing date

	Validity		closing date i.e., Upto 01.12.2025) **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. The Bidder granting the request will neither be required nor permitted to modify their bid.
x.	Original Bid Security to be submitted	:	GM-C&P, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Oil India Limited
xi.	Amount of Performance Security & Validity	:	10.00% of contract value & validity 03(Three) months from date of expiry of contract/defect liability period, whichever is later.
xii.	Defect Liability	:	As mentioned in Clause No. 24.0 of Special Conditions of Contract (SCC)
xiii.	Mobilization Time	:	7 Days from issuance of Mobilization Notice/Work Order
xiv.	Duration of Contract	:	Six (06) Months
xv.	Quantum of Liquidated Damage for Default in Timely Mobilization / Completion	:	As mentioned in Clause No. 25.0 of Special Conditions of Contract (SCC)
xvi.	Area of Operation	:	OIL Executive Residential Complex-Jodhpur
xvii.	Drawings and Technical Specifications	:	**Attached in the OIL's e-procurement portal**
xviii.	Pre-Bid Conference Date	:	09.06.2025
xix.	Integrity Pact	:	Integrity Pact **(Annexure-A1)** has to be signed by the bidder's authorized signatory who sign the Bid and uploaded along with the bid in e-portal. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway.
xx.	Last Date of receipt of Queries		**08.06.2025** Bidders must submit any queries related to the tender within this stipulated time and OIL will not be liable to respond to any queries received after the stipulated deadline.
xxi.	Queries to be sent on the email ID:	:	**ravi_chaudhary@oilindia.in**
xxii.	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
xxiii.	Submission of Check list		Bidders have to mandatorily submit a duly filled **CHECKLISTS FOR BEC-BRC/PQC** 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.
xxiv.	Bid to be Submitted	:	Through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal **a)** 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 b) 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.

2.0 **Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on **09.06.2025 at 12:00 hrs (IST)** in OIL's Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate General Manager (C&P), Oil India Limited, Jodhpur latest by 08.06.2025 up to 17:30 Hrs (IST). All pre-bid queries should be submitted to the dealing officer over email (ravi_chaudhary@oilindia.in) latest by 08.06.2025 up to 17:30 Hrs (IST). Only those queries received within the cut-off period shall be discussed and replied to during pre-bid meeting.

Note: All costs for attending the Pre-Bid meeting shall be on prospective bidders' account.

3.0 **Integrity Pact:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. 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 signs the Bid.

4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 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.

4.2 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.

4.2.1 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.

4.2.2 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.

4.3 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.

4.4 Details of the 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).

4.5 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

5.0 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 evidence (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.

5.1 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.

5.2 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.

5.3 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.

5.4 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.

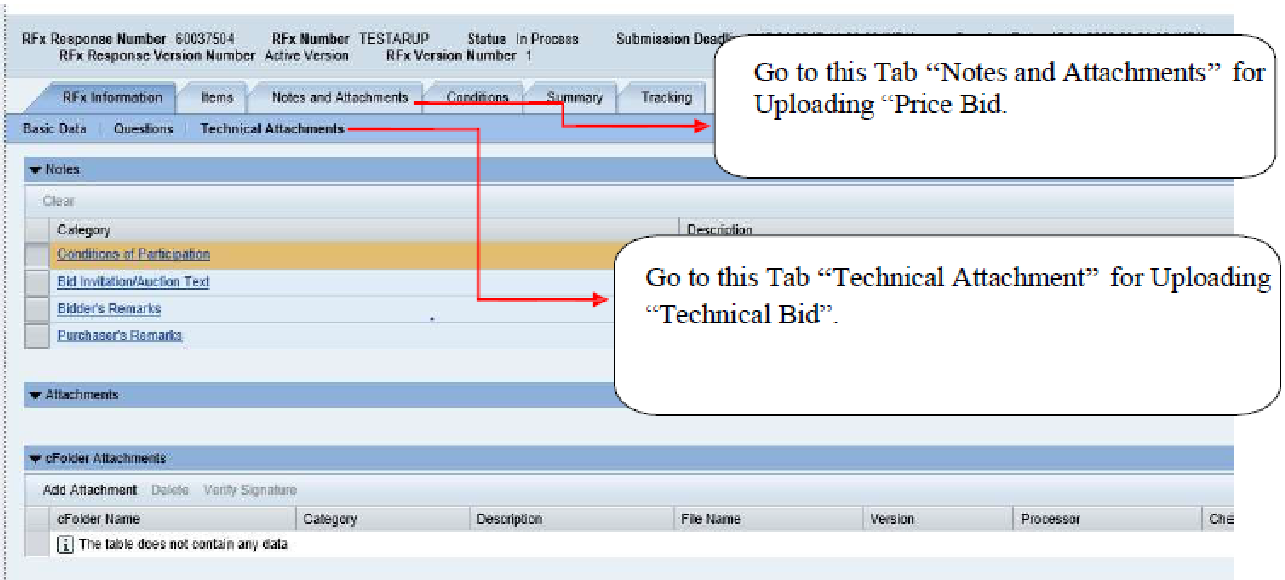
5.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs,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

5.6 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.

5.7 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.

6.0 SCREENSHOTS:

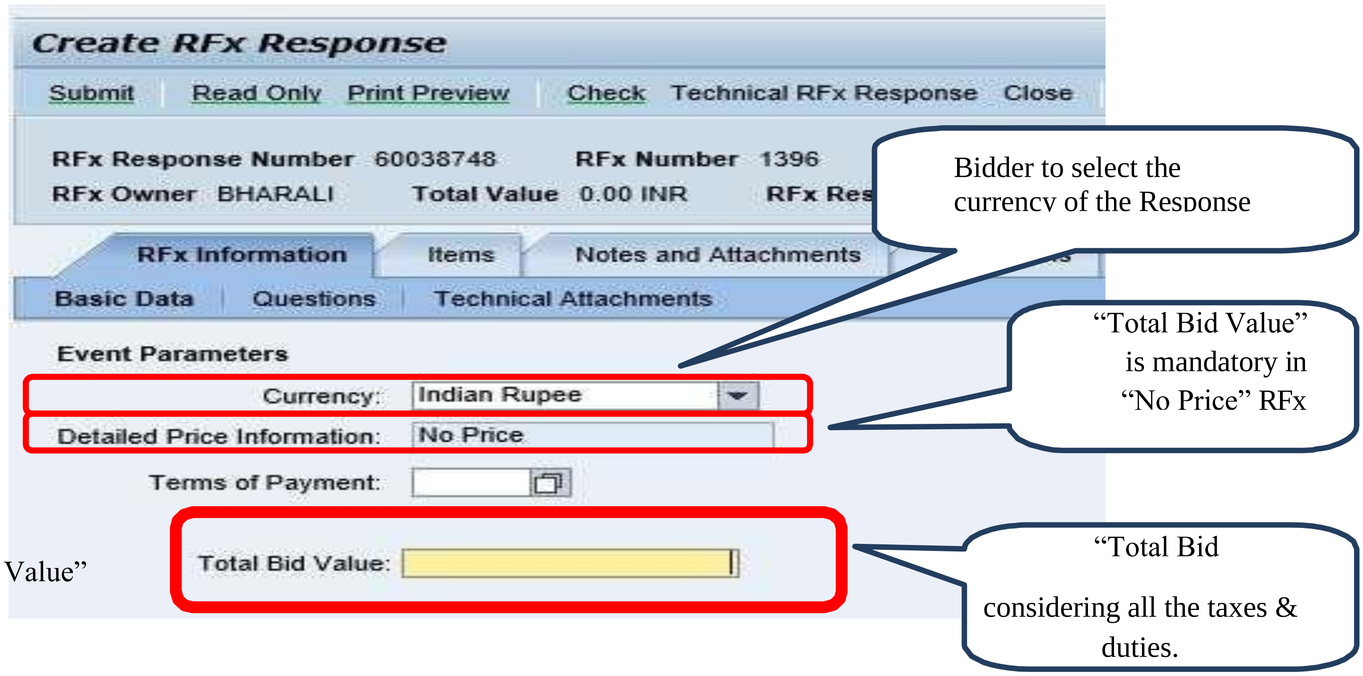


On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

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.

7.0 **<u>Maintenance of Total bid value in the Response</u>:** 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) 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 bid submitted as per the “Price Bid Format” under “Notes & Attachments” tab page.

8.0 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.

9.0 The successful bidder shall furnish a Performance Security Deposit 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.

10.0 **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.

11.0 **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 format- Annexure-XI.

12.0 **PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 17th March 2023 available in OIL's website: www.oil-india.com.

13.0 **Time Schedule:** 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 or Price Discount from the Contractor as per terms of the tender/contract.

14.0 **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.

a. PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender). Hence, exemption from submission of bid security against MSE Units is not applicable for this tender.

b. Central as well as State Government Departments and Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

Note: 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.

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

Yours faithfully,
OIL INDIA LIMITED

(Ravi Chaudhary)
MANAGER (C&P)
FOR GENERAL MANAGER (C&P-RF)
FOR EXECUTIVE DIRECTOR (RF)

Section-I

INSTRUCTIONS TO BIDDERS

1.0 **Eligibility of the bidder:**

1.1 The eligibility of the bidders are listed under Bid Evaluation Criteria (BEC), SECTION – II of the Bid document.

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

2.0 **Bid Documents:**

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

a) Tender Forwarding Letter
b) Instructions to Bidders
c) Bid Evaluation Criteria (BEC), (SECTION – II)
d) General Conditions of Contract (GCC), (SECTION-III)
e) Special Conditions of Contract (SCC), (SECTION – IV)
f) Price Bid Format, (Proforma-A)
g) Bid Form, (Proforma-B)
h) Statement of Compliance, (Proforma -C)
i) Commercial Check List (Proforma -D)
j) Performance Security Form, (Proforma-E)
k) Agreement Form, (Proforma-F)
l) Proforma Letter of Authority, (Proforma-G)
m) Authorization for Attending Bid Opening, (Proforma -H)
n) Form of Bid Security (Proforma-I)
o) Proforma of Declaration of Blacklisting, (Proforma -J)
p) Undertaking For Bidders Financial Standing, (Proforma -K)
q) Certificate of compliance to financial criteria, (Annexure-II)
r) Format for Certificate of Annual turnover & Net Worth (Annexure for CA certificate)
s) Integrity Pact, (Annexure-A1)
t) Land Border (Exhibit, I, II and III)
u) Procedure for obtaining labour license, (Appendix-B)
v) Format of undertaking by Bidders towards submission of authentic information/documents (Annexure-XI)
w) Technical Evaluation Sheet for BEC/BRC, (Proforma -K)

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 by the bidder in whose name the Bid Document has been issued/registered.

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

5.2 Bidder's/Agent's Name & address:

5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.3 Documents comprising the bid:

5.3.1 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 9.0 hereunder.**

a) Bid Security (scanned) in accordance with Clause 10.0 hereunder.

b) Statement of compliance as per **Proforma–C**.

c) Integrity Pact digitally signed by OIL's competent personnel as **Annexure-A1**, attached with the bid document to be digitally signed by the Bidder.

f) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be rejected straightway

(B) **Price Bid (to be uploaded in "Notes and Attachments" tab**)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

a) Price Bid Format as per Proforma-A

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

6.0 **Bid Form:** The bidder shall complete the Bid Form and upload the same along with their technical bid.

7.0 **Bid Price:**

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

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal 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 proforma. 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 **Currencies of bid and payment**: As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only and payment will be made accordingly in Indian Rupees.

9.0 **Documents establishing bidder's eligibility and qualifications**:
These are listed in BID EVALUATION CRITERIA (BEC), SECTION – II of the Bid document.

10.0 **Bid Security:**

10.1 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 10.8.

10.2 All the bids must be accompanied by Bid Security in Original 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-I) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at Jodhpur. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

b. Alternately 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/NEFT/RTGS/Electronic Fund Transfer/ Insurance Surety Bonds (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 Jodhpur.

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

ii.	Bank Details of Beneficiary: Oil India Limited, Rajasthan Field	
a	Bank Name	State Bank of India
b	Branch Name	Jodhpur
c	Branch Address	High Court Branch, Jodhpur
d	Bank Account No.	10827354741
e	Type of Account	Current Account
f	IFSC Code	SBIN0000659

Note: 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 Techno-Commercial Bid documents.

iii. Bid Security may be submitted in the form of Insurance Surety Bonds as per the **proforma P.**

iv. **Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG):** Bidders can submit the e-BG from any of the following banks:

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 and 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 e-BG:

Details of Beneficiary		
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	ravi_chaudhary@oilindia.in
E	Local Address	Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan

F	Registered address	Duliajan, Dibrugarh, Assam-786602

Note: 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 scanned copy of the same should be submitted along with technical bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date. **Bid Security should be valid for a minimum period of 165 days i.e., from the original bid closing date.**

10.3 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.

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

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

10.6 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 24.0** below is furnished.

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

10.8 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 order/contract.

d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/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.

10.9 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).

10.10 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.

10.11 The Bank Guarantee issuing bank branch must ensure the following.Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid. 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.

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

The following is the Bank details of OIL, Rajasthan Field for obtaining Bank Guarantee:

	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*

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. The Bid Security provided under Para 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12.0 Signing & submission of bids:

12.1 Signing of bids:

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

12.2.1 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 Bid. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-A should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the Tender No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM (C&P), Oil India Ltd., Rajasthan Field, 2A-District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs (IST) on the bid closing date indicated in the IFB:

a) Printed catalogue and literature if called for in the bid document.

b) Power of Attorney for signing of the bid digitally.

c) Any other document required to be submitted in original as per bid document requirement.

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

12.3 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-C of the bid document and the same should be uploaded along with the Technical Bid.

12.4 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.

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

13.0 **Deadline for submission of bids:**

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

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

13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the "Forwarding Letter" on or before the bid closing date and time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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 shall result in the Bidder's forfeiture of its Bid Security and bidder shall also 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, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Introduction. However, an authorization letter (as per PROFORMA-H) 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 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.

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

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

17.5 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.

17.6 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.

17.7 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.

17.8 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 17.5.

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**

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

22.0 **Company's right to accept or reject any bid:**

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

23.0 **Notification of award:**

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.

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).

24.1

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

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

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

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

v.	Bank Details of Beneficiary: Oil India Limited, Rajasthan Field	
a	Bank Name	State Bank of India
b	Branch Name	Jodhpur
c	Branch Address	High Court Branch, Jodhpur
d	Bank Account No.	10827354741
e	Type of Account	Current Account
f	IFSC Code	SBIN0000659

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 Bid Security in the form of Electronic Bank Guarantee (e-BG): Bidders can submit the e-BG from any of the following banks:

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 and 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 e-BG:

Details of Beneficiary		
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	ravi_chaudhary@oilindia.in
E	Local Address	Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan
F	Registered address	Duliajan, Dibrugarh, Assam-786602

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

24.2 Performance security may be submitted in the form of Insurance Surety Bonds as per the **proforma Q.**

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

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

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

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

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602

24.5 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.

24.6 The Performance Security Deposit will be refunded to the Contractor after 03 (three) months 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. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic 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.

26.0 <u>**Mobilization and advance payment**</u>

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 Integrity pact:

28.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** 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.

28.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com

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

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

29 Local conditions:

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

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

30 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.

31 GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e., the goods covered under List-34 of Customs Notification no. 08/2022 dated 13/07/2022 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

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

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

(END OF SECTION – I)

SECTION – II

BID EVALUATION CRITERIA (BEC)

BID EVALUATION CRITERIA (BEC)

The Bid shall conform generally to the specifications and terms & conditions given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the Scope of work. 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 rejected.

1.0 ELIGIBILITY CRITERIA:

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of **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. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG 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.

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

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

a) The bidder must provide the **specific percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant.

b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as PROFORMA-L].

c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

A) TECHNICAL EVALUATION CRITERIA:

1.0 Any offer which does not include all the jobs/services mentioned in the Scope of Work and Special conditions of Contract will be considered as incomplete and rejected.

1.1 The bidder must have experience of successfully executed/completed following similar works during the last 7(seven) years to be reckoned from the original bid closing date in Central /State Government/ PSUs/ Nationalised Banks/ Public Limited Company/ Reputed Educational Institutions / Multinational Corporations/ Reputed Multiplex

Chains / Cinema Hall Operators. The bidders shall provide necessary documentary evidence for the same while submitting their bid.

At least **(01) one** similar nature of work valuing not less than **INR 2,99,00,000.00.**

OR

At least **(02) two** similar nature of work valuing not less than **INR 1,87,00,000.00.**

OR

At least **(03) three** similar nature of work valuing not less than **INR 1,49,00,000.00.**

Notes to BEC Clause 1.1 above: 'Similar Works" shall mean **supply, installation, testing, and commissioning** of at least Three (03) of the following components carried out in an **auditorium/conference halls/Institutional halls/ Commercial complexes /corporate complex**:

1) Audio-Visual Systems,
2) Lighting Systems,
3) Auditorium Seating arrangement (Permanent Nature),
4) Acoustic Treatment Works for wall and ceiling,
5) Heating, Ventilation, and Air Conditioning (HVAC) Works

1.2 For proof of requisite Experience (refer Clause No. 1.1 above), the bidder shall upload soft copy of the documentary evidence in the form of **Completion Certificate** (in case of completed works) or **Partial Completion Certificate** (in case of on-going works contract) issued by the employer. The certificate should contain at least following information:

A. Contract document/Work Order showing details of work.

AND

B. Job Completion Certificate(s) or Payment 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. Gross value of work done
   ii. Nature of job done and Contract No./Work Order No.
   iii. Contract start date and completion date
   iv. Period of Contract
   v. Description of components as per note of Clause No. 1.1 above.

1.3 In case of OIL contractors, copy of 'Certificate of Completion (COC)' OR 'Certificate of Payment (COP)' OR 'Service Entry Sheet (SES)' of similar jobs successfully executed during the last seven years from the original bid closing date, showing gross value of job done. It may be noted that simply mentioning of OIL Contract Number will be accepted.

1.4 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 Para 1.2 above, are not sufficient to establish the value/quantity/period of the Similar Services(s) against Para 1.4, the bidder 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 practicing Chartered/ Cost Accountant Firm (with Membership Number & Firm Registration Number).

Note:

- Similar Services(s) executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

- A bidder can submit only one bid against this tender. In case, any other bid is found to be received from the bidder or through any of its constituent members/ combination of its constituent members, or through any other arrangement by the bidder or its constituent members, then in such cases, all such bids shall be straightaway rejected.

- Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 will only be treated as acceptable experience.

- The Contract(s)/Order date need not be within the period specified in the tender, preceding the original bid closing date of the tender, however, the execution of work should be within the specified period preceding original bid closing date of the tender.

- Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

- Original Bid Closing Date shall be considered for evaluation of BEC Criteria in case of any extension of the bid closing date.

B) FINANCIAL EVALUATION CRITERIA:

1. Annual Financial Turnover of the bidder during **any of preceding three financial /accounting years from the original bid closing date** should be at least **Rs. 1.87 Crores**.

   [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 (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

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

   [**Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium account (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".]

3. 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 undertaking in support of the same along with their technical bid **as per ANNEXURE-II.**

Notes:

a) 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. 'UDIN' along with membership and firm registration number of CA issuing the certificate for turnover & net worth of the bidder must be provided as per format prescribed in **ANNEXURE for CA certificate.**

OR

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

b) 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.

C) COMMERCIAL EVALUATION CRITERIA:

1. Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the "Technical Attachments" under Rfx Information only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in Technical RFx Response otherwise bid will be rejected**.

2. Prices/Rates should be quoted in Indian Rupees and must be as per PRICE BID FORMAT uploaded under "Notes and Attachments" Tab. The rates quoted and uploaded in the "PRICE BID FORMAT" under "Notes and Attachments" Tab will only be considered.
3. The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
4. Bidders shall furnish "Bid Security" for the amount as specified in Forwarding Letter. **Any bid not accompanied by Bid Security (or requisite documents confirming exemption from bid security submission in case of eligible vendor) will be rejected.**
5. Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
6. Bids received by Company after the bid closing date and time will be rejected.
7. Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
8. 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 person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

9. The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate (encryption enabled) [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

10. The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.

    i. Firm price
    ii. EMD / Bid Security/Bid Bond
    iii. Period of validity of Bid
    iv. Price Schedule
    v. Performance Security Clause
    vi. Delivery / Completion Schedule
    vii. Scope of work
    viii. Guarantee of material / work
    ix. Liquidated damages clause
    x. Tax Liabilities Clause
    xi. Arbitration / Resolution of Dispute Clause
    xii. Force Majeure Clause
    xiii. Termination Clause
    xiv. Applicable Law Clause
    xv. GST clause
    xvi. Insurance Clause
    xvii. Integrity pact clause

11. **Integrity pact:** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure-A1** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

12. Validity of the bid shall be minimum **120 days**. Bids with lesser validity will be rejected.

D) GENERAL:

1. **Proforma-C:** The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC, 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.

2. To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

3. If any of the clauses in the BEC contradicts with other clauses of bidding document elsewhere, then the clauses in the BEC shall prevail.

4. The original bid closing date shall be considered by OIL for evaluation of BEC/BRC Criteria even in case of any extension of the original bid closing date.

5. Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.

6. **Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.

II. PRICE EVALUATION CRITERIA:

1. The evaluation of bids shall be done as per the Price Bid Format provided in the Tender / e-tender portal. Contract shall be awarded to the L1 bidder evaluated as per the price bid format.
2. If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.
3. To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any.
4. Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Local Tender. However, if any of the Clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the General Terms & Conditions of Local Tender of the tender and/or elsewhere, those mentioned in this BEC shall prevail.
5. The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
6. Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
7. In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
8. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
9. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
10. 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.

Note:

a) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.

b) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.

c) For the above purpose, supplementary reinforcing documents submitted by the bidder in response to specific query after bids are opened, may have later date after bid opening date provided that such the certification/letter contents are only historical/confirmatory in nature.

(END OF SECTION-II)

SECTION – III

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGREEMENT made this ……………….. between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the district of Dibrugarh, Assam and Project Office at 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called 'The Company") of the ONE PART and Sri ……………………. carrying of business as PROPRIETOR under the firm name M/s. ……………………… with their Office at ………………… in the district of …………… aforesaid (hereinafter called "The Contractor") of the OTHER PART.

WHEREAS**,** in this Agreement the following terms shall be interpreted as indicated below:

a) The "Agreement" means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein

b) The "Agreement Price" means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.

c) The 'Work' means each and every activity described in the Schedule of Work/Specifications, detailed in Proforma-A.

d) "Company" means OIL INDIA LIMITED and its executors, successors, administrators and assignees.

e) "Contractor" means the individual or firm or Company performing the 'work' under this Agreement and its executors, successors and assignees.

f) "Contractor's personnel" means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.

g) "Company Personnel" mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company's personnel. The Company's Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.

h) "Site" means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.

i) "Company's item" means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.

j) "Contractor's item" means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.

k) “Commencement date” means the date on which the Contractor’s personnel starts the job as mentioned in the Agreement.

l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence”.

WITNESSETH :

1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work of this Agreement in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions which forms part of this of the Agreement.

(b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.

2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-IV of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.

3.0 The Company’s engineer shall have power to –

a. Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not upto the required standard, set forth in the Company’s standard specifications which have been perused and fully understood by the Contractor.

b. Order the Contractor to remove any inferior materials from the work site and to demolish of rectify any work of interior workmanship, failing which the Company’s engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor’s expense.

c. Order the Contractor to remove or replace any workman whom he (the engineer) considers incompetent or unsuitable. The engineer’s opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.

d. Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.

e. Order deviations of this Agreement after obtaining approval from the Company’s Management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be as per DSR/DAR (Delhi Schedule of Rates / Delhi Analysis of Rates published by CPWD).

4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for the work actually completed under this Agreement. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in **Proforma-A**, if so ordered by the Company at the same rates, terms and conditions.

5.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:

a. The Mines Act.
b. The Minimum Wages Act, 1948.
c. The Workmen's Compensation Act, 1923.
d. The Payment of Wages Act, 1963.
e. The Payment of Bonus Act, 1965.
f. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
g. The Employees' Pension Scheme, 1995.
h. The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
i. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
j. The Rajasthan Tax Act.
k. The Goods and Service Tax Act,2017.
l. Customs Act & Rules.
m. Rajasthan Entry Tax Act.
n. Environment Protection Act.
o. Public Liability Act.
p. Income tax Act.
q. Insurance Act.

or any other Acts or statutes not herein above specifically mentioned having bearing over engagement of Workers directly or indirectly for execution of Work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labourer appointed by the Contractor. Such statutory increase in the wage rates of Contract Labourer shall be borne by the Contractor.

Contractor(s) whoever is liable to be covered under P.F. Act must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this Contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the Contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering employee's & employer's share) with the competent authority under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the final bill.

7.0 **SUBSEQUENTLY ENACTED LAWS**: Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/ Contractor shall reimburse/pay Contractor/company for such additional/ reduced costs actually incurred.

8.0 **Work Completion Time:** The Contractor must commence the work within 7 days of issue of Work Order and the work should be completed within the time period mentioned in the work order. Noncompliance of this time schedule will call for imposition of Liquidated Damages.

9.0 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract**.**

10.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

10.1 Perform the work described in the Terms of Reference (Section-IV) in most economic and cost-effective way.

10.2 Except as otherwise provided in the Terms of Reference and the Special Conditions of the Contract, provide all labour as required to perform the work.

10.3 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.

10.4 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.

10.5 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.

11.0 **GENERAL OBLIGATIONS OF THE COMPANY**: Company shall, in accordance with and subject to the terms and conditions of this contract:

11.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (07) days week and twenty-four (24) hours workday. Under the Contract, Contractor will be entitled to the applicable rate defined in Schedule of Rates. These rates are payable when the required condition has existed for a full 24 hours' period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

11.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

11.3 Perform all other obligations required of Company by the terms of this contract.

12.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

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

12.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his 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 ten (10) days from the date of issuance of notice without affecting the operation of the company.

12.3 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 field/drilling site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

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

13.0 **WARRANTY AND REMEDY OF DEFECTS:**

13.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

13.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site 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.

13.3 The Company’s engineer shall have power to –

(a) Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not upto he required standard, set forth in the Company’s standard specifications which have been perused and fully understood by the Contractor.

(b) Order the Contractor to remove any inferior materials from the work site and to demolish of rectify any work of interior workmanship, failing which the Company’s engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expense.

(c) Order the Contractor to remove or replace any workman whom he (the engineer) considers incompetent or unsuitable. The engineer's opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.

(d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.

(e) Order deviations of this Agreement after obtaining approval from the Company's Management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be as per DSR/DAR.

14.0 **VALIDITY OF THE AGREEMENT:**

The Agreement shall remain valid for a period of Six (06) Months from the date of commencement of works as mentioned in Work Order or completion of works whichever is later.

15.0 **SCHEDULE OF RATES:**

Payment to the Contractor will be made against work completed by them at the rates entered in the Schedule of Rates, Proforma-A.

16.0 **Liquidated Damages**:

16.1 Time is the essence of this Contract. In the event of the Contractor's default in timely completion of the project within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled completion date. Liquidated Damages shall be applicable on the value of delayed item(s) 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. Decision of Engineer-in-Charge shall be binding in this regard. 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.

16.2 The parties agree that the sum specified above is not a penalty but a genuine pre- estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

16.3 Liquidated Damages are to be recovered from the final bill & not from the running bills. In case adequate amount may not be available in the final bill, necessary recovery can be made from previous bill(s) or Performance security submitted by the contractor.

17.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor herby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.

18.0 **LIABILITY:**

18.1 Except as otherwise expressly provided, neither the Company not its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

18.2 Neither the Company not its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

18.3 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.

18.4 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.

18.5 Except as otherwise expressly provided, 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.

18.6 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.

18.7 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.

18.8 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.

19.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

a. 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.

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 50% of the Contract Price, 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.

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 on account of bodily injury or death, or damage to personnel/properly 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 on account of bodily injury or death, or damage to personnel/properly 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.

21.1 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract Labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract Labour shall be borne by the Contractor.

21.2 The Contractor shall not engage Labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed except Manager / Superintendent.

21.3 Moreover, the Contractor should obtain and produce in advance to commencement of Work all statutory certificates/licenses required for commencement of work against the contract. The Contractor employing 20 (twenty) or more workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.

22.0 **I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

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

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

23.0 **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, ionizing, 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.

24.0 **TERMINATION:**

24.1 **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.

24.2 **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.

24.3 **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-22.0 above.

24.4 **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.

24.5 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.

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

24.7 **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.

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

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

24.10 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 22.1 to 22.8 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.

24.11 **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.

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

24.13 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 24.4 to 24.7.

25.0 SETTLEMENT OF DISPUTES:

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

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

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

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

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

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

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

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

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

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

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

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

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

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

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

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes - concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

25.3 **Arbitration (Applicable to Micro, Small and Medium Enterprise)**

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

25.4 **Resolution of disputes through conciliation by OEC**

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

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

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

25.5 **Exclusions**

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

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

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

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

iv) Any claim which is less than Rs. 25 Lakh.

26.0 **INSURANCE**:

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

a. The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.

b. The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c. The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work

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

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

26.2 **Deductible:**

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

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

26.4 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.

26.5 **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."

26.6 **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”.

26.7 **Additional Assured:**

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

26.8 **Certificate of Insurance:**

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

a. Kinds and amounts of insurance as required herein
b. Details of coverage
c. Insurance corporation or companies carrying the aforesaid coverage
d. Effective and expiry dates of policies
e. That OIL shall be given thirty (30) days written advance notice of any

material change in the policy

f. Waiver of subrogation endorsement has been attached to all policies and

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

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 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.

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

26.11 **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.

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

Employees Compensation (EC) Policy or Employer's Liability Policy insurance as required by the laws of the country of origin of the employee.

i. **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 CONTRACTOR required to fulfil the provisions under this Contract.

ii. **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.

iii. **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.

iv. **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.

v. **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.

vi. Any other insurance policy set forth in the SCC.

27.0 **TAXES**:

27.1 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.

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

27.3 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. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

27.4 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.

27.5 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.

27.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

27.7 All taxes and levies other than GST and customs duty on purchases and sales made by Contractor shall be borne by the Contractor.

27.8 Goods and Services Tax (GST): The quoted price should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. Bidder should take note of the following while submitting their offer in GST regime.

28.1.1 "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.

28.1.2 The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

28.1.3 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/Client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL / Client shall not be liable to make any payment on account of GST against such invoice.

28.1.4 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

28.1.5 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/Client.

28.1.6 Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client 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/client or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL/client, then OIL/client shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/Client to Contractor / Supplier.

28.1.7 The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

28.1.8 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL / Client for reasons attributable to Contractor / Vendor, OIL / client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL / client 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 / Project Owner.

28.1.9 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

28.1.10 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.

28.1.11 The contractor will be liable to ensure to have registered with the respective tax authorities 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.

28.1.12 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.

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

28.1.14 GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & levies except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

28.1.15 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars-

a. Name, address and GSTIN of the supplier;
b. Serial number of the invoice;
c. Date of issue;
d. Name, address and GSTIN or UIN, if registered of the recipient;
e. Name and address of the recipient and the address of the delivery, along with the State and its code,
f. HSN code of goods or Accounting Code of services;
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 inter- state 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-

a) The original copy being marked as ORIGINAL FOR RECIPIENT;

b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
c) 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. 28.1.15. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

28.1.16 GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

Oil India Ltd., Rajasthan Project's GST provisional ID No. :08AAACO2352C1ZX.

29 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

29.1 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 so far, 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:

a. which is 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. which is 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.

29.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

29.3 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.

29.4 During this 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 shall have 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.

29.5 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;

30 **CHANGES:**

30.1 During the performance of the work, Company may make a change in the work mutually agreed within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.

30.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates and Payment (Contract Price schedule). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute hereunder. Contractor's performance of the work as changed will not prejudice Contractor’s request for additional compensation for work performed under the Change Order.

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

32 **MISCELLANEOUS PROVISIONS**:

32.1 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.

32.2 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.

32.3 During the tenure of the Contract, Contractor shall keep the facility and resources allocated for the services free from other work obligations of the Contractor not under the preview of this Contract.

32.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

33 **WAIVER & AMENDMENTS**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

34 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the deliverables and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs reasonable times for inspection by the Company’s designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a weekly written report, on form prescribed by the Company showing details of work during the preceding week. The Contractor shall not, without Company’s written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

35 **DEFECT LIABILITY PERIOD**: “Defect liability period shall be 6 (six) months beyond the date of completion of individual work Orders as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be performed entirely at Contractor's own expenses. In case if such corrective works are not performed within a reasonable time after instructions, the Company at its discretion, may have such remedial works carried out through third party at the risk and cost of contractor. The costs so incurred shall be deducted from contractor’s bill or Retention money/ performance security.”

36 **INDEMNITY AGREEMENT:**

36.1 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 on account of bodily injury or death, or damage to personnel/properly 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.

36.2 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 on account of bodily injury or death, or damage to personnel/properly 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.

37 **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.

38 **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: -

a. For non-completion of jobs assigned as per Tender.
b. Contractor's indebtedness arising out of execution of this Contract.
c. Defective work not remedied by Contractor.
d. Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
e. Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
f. Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
g. Damage to another Contractor of Company.
h. All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
i. 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 Company, 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.

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

i. Order issued by a Court of Law 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 shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

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

40 **ENTIRE CONTRACT:** This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

41 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

41.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the Schedule of Rates. No other payments shall be due from company unless specifically provided for in the Contract.

41.2 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.

41.3 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.

41.4 Not Applicable.

41.5 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.

41.6 Contractor shall submit three (03) 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.

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

41.8 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company’s right to question the validity of the payment at a later date as envisaged in Clause 37.3 above.

41.9 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.

41.10 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 personnel engaged by the Contractor or by its Sub-contractor.
d. 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.

41.11 Contractor shall maintain complete and correct records of all information on which contractor’s invoice are based upto 2 (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.

41.12 Provident Fund: The Contractor if covered under the P.F Act and if the contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 13.36% P.F. Contribution on wage component.

41.13 Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

42 The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

43 **LABOUR:**

43.1 The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

43.2 The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

43.3 The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

43.4 The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with the Oil Mines Regulations 2017. The Company's representative shall not allow/accept those men who are not provided with the same.

43.5 The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

44 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the deliverables and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs reasonable times for inspection by the Company's designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a weekly written report, on form prescribed by the Company showing details of work during the preceding week. The Contractor shall not, without Company's written consent allow any third person(s) access to the said records or give out to any third person information in connection therewith.

45 DEMOBILISATION: The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include equipment/tools/accessories, including the manpower.

46 **WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

47 ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, Contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy (revised on 17.03.2023) available in website: www.oilindia. com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case. IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written.

48 JURISDICTION/ 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 the State of Rajasthan. 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.

NOTICES:

Any Notice given by one part to other, pursuant to the Contract shall be sent in writing or by E-mail and confirmed in writing to the applicable address specified below:

COMPANY	**CONTRACTOR**
OIL INDIA LIMITED	....
2-A District Shopping Center	....
Saraswati Nagar	....
RAJASTHAN(INDIA)	....
Fax No:0291-2727050	....
Email-mat_rp@oilindia.in	....

A Notice shall be effective when delivered or on the date as indicated in the Notice, whichever is later.

END OF SECTION-III

SECTION – IV

SCOPE OF WORK/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.

SCOPE OF WORK/SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORKS: The scope of work include supply, installation, testing and commissioning of the various facilities in the auditorium hall of OIL Executive Residential Complex-Jodhpur. This shall include but not limited to providing acoustic services, audio reinforcement, stage lighting and stage crafting, HVAC system, stage flooring and wooden badminton court, retractable hall seating, active LED and various associated civil and electrical works, etc.

2. SITE LOCATION: OIL Executive Residential Complex, Near State Judicial Academy, Jhalamand, Jodhpur-342005.

3. DURATION OF AGREEMENT AND WORK ORDERS: Six (06) Months

4. EXECUTION ON ITEM RATE BASIS: The works shall be carried out by contractor on item rate basis in conformity with the detailed drawing, scope of work, technical specifications, special conditions of the tender documents (including any addition/modification/ alteration/deletion made from time to time therein found essential for completion of works) for civil and all other works unless otherwise specifically mentioned in the line item.

5. VARIATIONS/DEVIATIONS IN ITEMS, SPECS. & QUANTITIES: There is no limit in variation of the quantum or values of the individual items. The rates shall remain firm in all the cases. The Engineer-In-Charge may increase or decrease the quantity of individual items to any extent based on costs and technical optimization or any other reason it shall in his opinion be desirable. The contractor shall be responsible for fair rates quoted against individual items irrespective of its quantity or its combination with other items. The rates are deemed to have sufficient profit margins, overhead, site conditions and other uncertainties factors in the project. The Engineer-In-Charge may discard any of the items having unreasonably higher rates quoted than the prevailing market trend and instruct for opting alternate deviated items from CPWD-DSR/BSR or partial substitution from the market or may go for separate third-party independent procurements. The contractor shall not object to the decision in the pretext of gross loss or otherwise. The Engineer-In-Charge may accept minor deviations in the item specifications provided the same is technically acceptable and financially not implicating significant changes in his/her opinion.

6. FREQUENCY OF BILL PAYMENT: The mode of payment may not be oftener than monthly.

Payment of works will be made only when the Engineer-in-charge is fully satisfied with the quality and service ability of the works. Running Bills may not be processed unless substantial tangible jobs are completed, the assessment of such quantum shall rest with the discretion of the Engineer- In-Charge. Contractor has to submit their claimed measurement details (against completed payable items) in soft copy in spreadsheet (MS excel sheet) to the Engineer-In-Charge in the FORMAT of CMB (Computerized Measurement Book) as generally practised by CPWD or OIL Civil Engineering section. The measurement shall be verified jointly by the contractor and Engineer-In-Charge or his authorized representatives.

Subsequently, contractor shall raise invoice against the undisputed measurements along with supporting documents if any for payments.

7. **VARIATIONS/DEVIATIONS IN ITEMS, SPECS. & QUANTITIES:** The quoted rates shall be firm

as stipulated in SoQ / Price Bid of this contract. All the rates shall deemed to be quoted after considering various factors such as site conditions, area remoteness, job scatteredness, socio-environment conditions etc. The works shall be carried out by contractor on item rate basis as per Price Bid / Schedule of Quantities (SoQ), in conformity with the detailed drawing, scope of work, technical specifications, special conditions of the tender documents (including any addition/modification/ alteration/deletion made from time to time therein found essential for completion of works as directed by Engineer-In-Charge) for civil and all other works unless otherwise specifically mentioned in the line items.

Items not listed is regular SoQ / Price Bid but necessary for execution of the works shall be based on CPWD-DSR 2023, to which the contractor shall not refuse. The payment rates for such items shall be adopted flat from the CPWD-DSR 2023 after deduction of flat 18% GST component and then added with contractor's quoted percentage % adjustment (markup/discount), but without adjustment for applicable Cost Index or otherwise. The formula for calculation shall be [Contract Rate = (DSR2023/1.18) x (100% +- quoted % markup/rebate)].

The items specification shall be of nearest possible descriptions with the CPWD-DSR. The interpretation of similarity and decision thereon by the Engineer-In-Charge shall be final and binding.

Items Rates directly adopted from CPWD DSR as per rate quoted in price bid shall be treated as part of Schedule of Quantity (SoQ), whereas all other non-scheduled rates (NS) shall be treated as supplementary or deviated items.

8. **RATES FOR DEVIATED/SUPPLEMENTARY ITEMS:** Item deviations shall not be permitted in

general. However, in case of unavoidable circumstances Engineer-In-Charge may advise for supplementary / deviated items as per job requirements. Such items shall be treated as Non-Scheduled (NS) and the rates shall be analyzed as per CPWD's Delhi Analysis of Rates (DAR-2023) format where the input rates would be the actual cost incurred (without GST component) subject to furnishing of documentary evidences (genuine GST invoice wherever applicable). The basic rates and coefficient wherever applicable shall be as per DSR'2023 without any quoted percentage markup/discount if any. Any other latest schedule of rates (SoR) (e.g, CPWD DSR-Horticulture, Jodhpur PWD-BSR, CPWD DSR-Electrical etc) other than CPWD-DSR 2023(Civil) may also be used for payment under NS category, provided such item rates are not readily available in SoQ/Price bid.

9. The Engineer-In-Charge may also discard any of the items without citing reasons to the contractor. The Engineer-In-Charge may also ask for the best quality materials amongst the approved list. The contractor shall not contest to the above or ask for justification. The decision of the Engineer-In-Charge shall be final and binding on to the contractor. Payment shall be on actual executed quantities based on the prices mentioned in the Schedule of Rates of the Contract

10. **DISCLOSURE OF INPUT COSTS:** The contractor may be asked for procurement details of some major items (e.g. cement, reinforcement, aggregates, masonry blocks, electrical, sanitary) or entire items of the project such as individual invoices of material procurement, source of procurement, transportation, manufacturer's details, materials details, testing certificates, details of wage payments to the work-site labourers etc. All original documents shall be maintained by the contractor, and a set of relevant copies self-certified by the contractor shall be submitted to the Engineer-In-Charge, as and when asked.

11. **CONTRACTOR's RESPONSIBILITY IN UNDERSTANDING THE CONTRACT:** The contractor shall be deemed to have satisfied himself before tendering as to the sufficiency and correctness of his tender for the works and of the rates and prices quoted in the brief specifications, drawings, scope of work and payment (billing) schedule, which rates and prices shall, except as otherwise provided, cover all obligations under the contract and all matters and things found necessary for proper completion and maintenance of the works. It shall be the responsibility of the contractor to incorporate the changes that may be different from the scope of work envisaged at the time of tendering and as actually required to be executed. The contractor has quoted his rates after clearly studying the scope of work given in Tender Documents availed by him by downloading from the website or made available to him at the tendering stage itself and getting fully satisfied with the various items and technical intricacies involved in the work under his scope of work as envisaged in the tender. OIL shall not entertain any claim of the contractor on account of error or omission by him in this respect.

12. **STATUTORY APPROVALS:** For obtaining all other statutory approvals during construction and thereafter, the contractor shall be responsible on behalf OIL or on his behalf unless otherwise parameters are fully dependent on OIL. Necessary liasoining to be undertaken wherever required with no extra claim. All the approvals shall be taken before the scheduled completion period and in any case before the work can be taken over.

13. **COMMINUCATION FOR SITE WORKS:** In addition to usual written communication, the other mode of retrievable communication such as e-mail, instant messaging services etc. passed on to the contractor or his representatives shall deemed to be valid instruction for the purpose of site related day-to-day activities. However, vital formal communications shall be by way of usual signed formal letters/documents only.

14. **SAFETY CODE**: Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with BIS guidelines (published in relevant IS codes), CPWD Safety code and any other safety directives issued by Engineer-In-Charge from time to time. Toolbox meeting / safety briefing shall be conducted with work force before commencement of every hazardous works including works in heights.

15. **WATER/ELECTRICITY DURING CONSTRUCTION:** The contractor shall arrange water (as per IS 456-2000) at his own cost for all the construction works. Besides this the electricity required during the work, shall also be arranged by the contractor at his own cost. All the works of the contractor shall be done as per Indian Electricity Act and Rules framed there under and approved by the Engineer-in-Charge. The temporary lines will be removed forthwith after the completion of the work or if there is any hindrance caused to the other work due to the alignment of these lines, the contractor will re-route or remove the temporary lines at his own cost. The power connection shall have valid permission from the concerned authority. Noiseless DG (if required) shall be arranged by the Contractor in case of non-availability of power supply at remote corners or otherwise. However, for minor works, the electricity/water supply may be provided from OIL subject to approval of Engineer-In charge.

16. **ENGAGEMENT OF SPECIALIZED AGENCY:** The Contractor shall engage competent and experienced specialized agency (as the case may be) approved by OIL for execution of items like Electrical works, acoustic solutions, HVAC work, audio reinforcement, retractable seating system, etc as required. The Contractor will submit the credentials of the specialized agencies for approval by OIL. However, the entire responsibility towards quantity and quality of the entire project including services shall remain with the main Contractor and no additional payment will be paid on this account.

17. ENABLING WORKS: Enabling works and other site arrangements shall not be payable. Enabling works shall be as directed by Engineer-In-Charge as per requirement of the project from time to time. The contractor shall comply without claiming for any compensation. Some of the enabling works are as tabulated below (Not exhaustive).

18. WORK IN MONSOON AND SUMMER: The Contractor must maintain minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water logging at his own cost. During summer heat, the contractor shall ensure necessary safety measures to protect the workers from extreme heat including measures against heat waves (loo) and other heat-related conditions. In case of works stoppage on account of above, the cause and duration shall be recorded in the Hindrance Register duly countersigned by the Engineer-In-Charge for validation.

19. WORKING PERIOD AND SHIFTS: The working time at the time of work is 48 hours per week. Over-time work is permitted in cases of need, however OIL shall not compensate the same in any manner. Shift working up to 2 shifts per day will be operated whenever necessary to commensurate the work progress. The contractor shall take this aspect into consideration for formulating his rates in the bid. No extra claims will be entertained on this account. The contractor must arrange for the arrangement of workers in such a way that delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. OIL shall not entertain any claim for idle time payment whatsoever. For carrying out critical work on Sundays and holidays, the Contractor shall approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing.

20. RESPONSIBILITY FOR LEVEL AND ALIGNMENT: The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

21. COORDINATION AMONGST VARIOUS WORKS: There will be instances where more than one agency is working at the same time at the site. The contractor shall always remain bound to co-ordinate with the agencies, deployed for the above works, including providing free access and making required provisions for them in execution of works pertaining to their portion of works. He shall also remain bound to ensure uninterrupted progress of work by these agencies in a peaceful and smooth manner. He shall also remain bound to make the required changes / additions / alterations in the works done by him to accommodate the items under the scope of work of such other agencies deployed by OIL. The contractor is deemed to have made the estimated allowances in this respect while quoting his rates at the tendering stage.

23. CONSTRUCTION PLAN TO BE SUBMITTED: Contractor shall have to submit construction activity plan, list of manpower, material storage, Tower Crane position, scaffolding, vehicular movement plan, water and electricity plan etc to OIL approval before issuance of Work Order. The plan is to be prepared to ensure the following and is to be applied effectively during the whole construction phase:

a. Demarcate area on the site plan to which the site activities would be limited during construction by the contractor. The demarcated area should be separated from the rest of the site through a physical barrier.

b. Construction materials such as sand, aggregate, wooden panels, etc electronic equipment etc. to be stored in demarcated areas within low height enclosures to limit spillage, waste and site contamination due to winds.

c. Location should be identified on the construction site to store the used/scrap wastes. Both these wastes should be separately stored in Bins and handed over to authorized agencies for safe disposal.

24. DEFECT LIABILITY: The defect liability for the property and all the items shall be 6 months from the date of actual completion or end of Work Order period whichever is later unless otherwise specifically mentioned. However, in case of specialized items where such period mentioned/requirement is higher than 6 months, higher period will be applicable.

25. LIQUIDATED DAMAGE (LD): Time is the essence of contract. During the currency of the job, the work progress must 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 0.5% 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 0.5% per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The certificate by Engineer-In-Charge as to the criticality or otherwise of an item shall be final. The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

26. INSURANCE: The contractor shall arrange at his own cost 'Contractor's All Risk' (CAR) Policy and any other policy pertaining to the project for value and coverage as deemed necessary by Engineer-In-Charge.

27. PROJECT SCHEDULE AND TRACKING: The Contractor has to prepare a Gantt chart of the activities that are required to be executed in the contract and get it Approoved by EIC before the commencement of work . The EIC may in his/her Discretion can order for any deviation in the submitted Gantt chart which the contractor has to abide. However, the entire project has to be completed within the specified time limit (06 months). Once the approved Gantt Chart is signed by both the parties, the progress of the project will be monitored as per this signed Gantt Chart. The contractor shall execute the works so as to complete the works within the stipulated completion time for each and every individual activity as per the approved GANTT CHART. If the contractor fails to meet individual activity target completion as per master GANTT CHART (unless otherwise justified with sufficient acceptable ground), the company may impose penalty @10% of activity value. This imposed penalty shall be considered as provisional retention amount, and may be released if contractor delivers to complete the entire project in stipulated time.

28. TECHNICAL MANPOWER: The contractor shall depute on project manager (Full Time, preferably Diploma/Graduate in Civil Engineering, with minimum 5 years of experience) for the overall management of the work. Besides this, domain engineers (electrical, sound engineers, retractable seating expert, etc) shall be deputed from time to time as per requirement. The contractor should ensure to the extent possible that same engaged personnel remain till end of the project. In exceptional case of repatriation, the contractor shall ensure replacement personnel immediately within next day. The personnel shall be available during all shifts of working time. However weekly one day off may be permitted subject to approval of Engineer Incharge. The above shall not absolve the obligations of the contractor. All risks and liability shall remain with the contractor.

29. SECURED ADVANCE: Not applicable for this tender.

30. ORDER OF PRECEDENCE OF DOCUMENTS: The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract (GCC) and other conditions of the tender documents. In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

a. Work Order (for start and end dates)
b. Deviation Orders / Site Order Book
c. Schedule of Quantities /Descriptions in line items
d. Approved / Revised drawings/RFC Drawings
e. Statutory directives
f. Technical specifications in this contract
g. Special Condition of Contract.
h. Relevant B.I.S. Codes
i. Latest CPWD/Specifications

31. ACTIONS ON NON COMPLIANCE OF WORKS: The contractor shall complete the work within the time specified by the Engineer-In-Charge failing which the company shall have the right to get the work done by any other means. Unless otherwise specified, such notice period shall be 7 days from the date of receipt of such instruction. In case the contractor exhibits:

a. Underperformance with slow progress
b. Delivering poor workmanship/materials
c. Non-compliance of the instructions
d. Abandons the Agreement
e. Any other disobedience affecting the interest of the job,

Then the Engineer-In-Charge shall have the right to get it executed through any other agency on behalf of the contractor on nomination basis at the risk and cost of the contractor. Such works through third party may be on higher than the contract rates, to which the contractor shall not have any claim whatsoever. The cost incurred by OIL for such works will be recovered from the outstanding bills of the contractor or from his security deposit with the Company.

32. MEASURMENT: Engineer-in-charge shall, except as otherwise provided, ascertain and determine measurement and the value in accordance with the contract work done. All measurement of all items having financial value shall be entered in Computerized Measurement Book (CMB) and/or level field book so that a complete record is obtained of all works performed under the contract. All site measurements wherever applicable shall be taken jointly by OIL and the contractor. Certain works may be derived from the drawings unless deviation recorded/observed at the site by the Engineer-In-Charge. Contractor signing on the CMB or SES pages is deemed to be acceptance of the payable quantities. If the contractor or his authorized representative does not remain present at the time of measurements after the contractor has been given a notice of 1 day in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by Engineer-In-Charge shall be deemed be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for measurements and recording levels. All work to be measured as per latest IS standards with up-to-date corrections.

33. DRAWINGS: The tentative drawings are attached in the tender document for reference of contractor. However, during execution of the jobs certain changes pertaining site requirement may happen which would result in modification of the drawings. Moreover, the actual working drawing shall be released time to time during execution of the jobs. In certain cases due to site requirements the modification or amendment in drawing will be required and the same will be done by OIL time to time. The contractor shall abide with all such modification and amendment and shall not object to the proposed changes.

34. APPROVED MAKES/MODELS: The list of approved makes and model has been annexed with the tender document (Annexure-I to VII). However, this list is not sacrosanct. The Engineer-In-Charge shall also have the discretion to adopt item from other makes not listed in 'Approved Makes' but within the same range as, on finding better technical specification retaliation /reliability /suitability factors in the un-listed items.

From approved item list, irrespective of the market prices, the Engineer-In-Charge may ask for best of the options from amongst the approved lists. Contractor is deemed to have quoted rates considering higher range products. On not finding satisfactory in quality at the time of execution, the Engineer-In-Charge may also discard/reject any of the items even though the same listed in approved make. At the time of execution, when an item is not approved by the Engineer-In-Charge on quality/technical ground, the contractor shall not insist on to supply such less costing inferior material as a matter of their contractual rights, even though the same was of approved make mentioned in this contract document.

35. TECHNICAL SPECIFICATION OF WORKS: The technical specifications of the items involved has been categorically specified in list of Annexures (I to VII). Unless otherwise specifically mentioned in SoQ or elsewhere in this contract, all the technical specifications shall be guided by:

1. **CPWD SPECIFICATIONS 2019 (VOL. 1 & 2)**
   Published DIRECTOR GENERAL, CPWD, New Delhi
   For details visit:-https://cpwd.gov.in/
2. Relevant **INDIAN STANDARD (IS) CODES** Published by Bureau of Indian Standards, New Delhi
   For details visit:-https://bis.gov.in/
3. National Building Code.

36. OTHER GENERAL REQUIREMENTS:

1) The bidders should quote for all categories of items described in the tender, partial bids will not be considered.

2) A Bidder should be manufacturer (OEM) or authorized distributor/channel partner/dealer/System integrator of the required item/product/equipment. In case the OEM is not quoting directly then the bidder should be an authorized distributor/channel partner/System integrator/authorized dealer of OEM, who is most suitable to implement & support the equipment.

3) Authorization certificate from OEM is mandatory to be submitted along with bid from OEM of Audio Solution, Acoustic Wall Paneling, Air Conditioning System, Stage Lighting, Active LED & Retractable Auditorium Chairs or the tender will be considered incomplete and summarily rejected.

4) The Bidder will have to submit all Datasheet and Catalogs of the products quoted so that Oil India Limited can compare the technical specifications of the products.

5) The Bidder may visit and study the site on their own cost with prior permission from the OIL before bidding.

6) The tenders will be liable to be rejected if :

   a. If the tenderer does not quote for any item/sub item in the tender.
   b. If the tenderer proposes any alteration to any of the conditions laid down.
   c. If the tenderer proposes any other conditions of any description whatsoever.

7) Technical Compliance Sheet of the Audio System, Stage Lighting System, Acoustics, Air conditioning system and Retractable Auditorium Chairs will have to be submitted along with the technical bid. Tenderers not submitting this report will be summarily be rejected.

8) OEM for Active LED must have valid certificates IS09001, ISO14001, ISO45001 and ISO27001 for India. Manufacturer must submit technical compliance. Manufacturer must have active business in India from last 15 years (Incorporation Certificate or similar documents are required to be submitted in the technical bid)

37. ROYALTY CESS FOR MINOR MINERAL USAGE: The Royalty charges, including DMFT, and RSMET charges shall be governed by Rajasthan Minor Mineral Concession Rules-2017. The contractor shall inform to the Engineer-in Charge about his mode for payment of royalty cess to the government authorities, before commencement of the contract. Incase, the contractor opts for flat deduction of royalty charges from his running bills, the Short-Term Permit (STP) from the Mines Dept, Rajasthan shall have to be submitted by the contractor to the company.

38. HEALTH, SAFETY AND ENVIRONMENT GUIDELINES:

This clause shall supersede all Health, Safety and Environment clauses, as mentioned in General Conditions of the Contract (GCC), or mentioned else anywhere in the contract. The contractor shall abide by following HSE guidelines:

(i) Proper training on Safety hazards and job knowledge shall be imparted to the labourers / technicians engaged by them to conduct work in a safe manner.

(ii) New assignment of work unfamiliar to the labourers / technicians engaged by them shall NOT be given without proper introduction as to the hazards both to himself / herself and his / her fellow workers.

(iii) Smoking shall not be permitted at all by us in the hazardous areas.

(iv) No labourer / technician engaged by them shall be permitted to remain at work under the influence of any intoxicating beverage, even to the slightest degree.

(v) No labourer below the age of 14 years shall be employed for carrying out any job.

(vi) Labourer(s) / technician(s) engaged by us shall use proper PPEs as per the requirement of job.

(vii) Construction Materials viz. Cement, MS rods etc. shall be stored, stacked and handled in a well-planned manner to prevent deterioration and ensure preservation of their quality and suitability for the work. Materials should be stacked on well drained, firm and unyielding surface in a manner so as not to constitute a hazard to local habitants / passers-by.

(viii) Except for fuel in the tanks of the operating equipment, no inflammable material shall be stored within 30 m of any other existing well on the well-plinth.

(ix) Labourer(s) / technician(s) engaged shall use proper PPEs(namely: Safety Boots/Gum Boots/Safety Helmets/Gloves/Safety Harness (for working in height above 1.8m) as per the requirement of job.

(x) Standard warning road signs as approved by Indian Road Congress should be provided at all curves of the approach road of the well-plinth, wherever required.

(xi) All excavation works shall be planned and the method of excavation and the type of support required shall be decided in consultation with the Site Engineer or Engineer-in-charge.

(xii) Proper Reporting of Near-Miss incidents to the Engineer-In charge.

(xiii) Adequate illuminance has to be ensured in case of night work.

(xiv) The contractor shall ensure that no detrimental effects are caused by any of their construction activity to the surrounding environment

39. **SPECIAL TERMS AND CONDITIONS**

Details of the Service	Supply, installation, testing and commissioning of the various facilities in the auditorium hall of OIL Executive Residential Complex-Jodhpur
Area of Operation	OIL Executive Residential Complex-Jodhpur
Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:	Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer. (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor. (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis. (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDs platform for discounting their (MSE Vendor's) invoices. **Note:** (i) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller). (ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).
ABNORMALLY HIGH UNIT RATES/ ABNORMALLY LOW UNIT RATES (AHR/ALR ITEMS)	Against tender for item-rate contracts where the 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.
Duration of Contract	06(Six) Months
Mobilization Period:	07(Seven) days from the date of issue of work Order/Mobilization notice
Performance Bank Guarantee	10.0% of total Contract value & validity 03(Three) months from date of expiry of contract/defect liability period, whichever is later.

(END OF SECTION – IV)

PROFORMA – A

PRICE BID FORMAT

(Attached under "NOTES AND ATTACHMENTS" tab in the main bidding page of OIL's e-Tender portal)

PROFORMA-B

BID FORM

(A) BID-FORM

Date :
Tender No. :
(Insert Bidder's name and address)

Dear Sir,

Having examined the General and Special Conditions of Contract, the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we, the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum 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, we shall commence the service from the date of commencement mentioned in the Letter of Award.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10.00% of estd. contract value for the due performance of the Contract.

We agree to abide by the Bid for a period **120 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiry 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 lowest or any Bid you may receive.

Dated this _______ day of __________________

Authorised Person's Signature: _________________

Name: _______________________________

Designation:_________________________

Seal of the Bidder:

PROFORMA-C

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

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON-COMPLIANCE	REMARKS

(Authorised Signatory)

Name of the Bidder: ___________

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

COMMERCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT-HAND COLUMN.

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

	Incorporation/registration and other relevant documents required under BEC Clause No. 1.0 has been submitted.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures.	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19.	Confirm that you have duly filled up and submitted the Technical Evaluation Sheet for BEC BRC & all other Proformas & Annexure and Exhibits	

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 : ______________________

Offer ref .... **Dated** ....

PROFORMA – E

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

(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,
C&P DEPARTMENT
JODHPUR, RAJASTHAN, INDIA, PIN - 342005

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 a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _________________________ (in words________________), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or 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 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 TELEPHNE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS________________________
Designation____
Name of the Bank____
Address ____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee
(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS 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. The Bank details are as under.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
c. Further correspondence against BG towards Performance Security must contain the Contract Number.

PROFORMA-F

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, Assam and Rajasthan Field Office at Jodhpur in the State of Rajasthan, 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. __________. 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 Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

a) General Terms and Conditions, (SECTION-III)
b) Scope of Work & Special Conditions of Contract, (SECTION – IV)
c) Price Bid Format, (Proforma-A)
d) Bid Form, (Proforma-B)
e) Statement of Compliance, (Proforma -C)
f) Agreement Form, (Proforma-F)
g) Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971, (Appendix-B)

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 Jodhpur, Rajasthan 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.

* Bidders are NOT required to complete this form.

PROFORMA–G

PROFORMA LETTER OF AUTHORITY

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's IFB No. CJI-9357-P26

We ___________________________ confirm that Mr. _________ (Name and address) is authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _______________________ for Construction ______________________.

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

Yours Faithfully,

Authorised Person's Signature: ________________
Name: ______________________________
Designation: ________________________
Seal of the Bidder:

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. If signed by a consortium, it shall be signed by members of the consortium.

PROFORMA-H

AUTHORIZATION FOR ATTENDING BID OPENING

Date: ___________

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJI-9357-P26

We hereby authorize Mr. /Ms. _____________ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on ____________ on our behalf.

Yours Faithfully,

Authorized Person's Signature: ________________
Name: _____________________________
Designation: _______________________
Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

****

PROFORMA-I

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No. Bank Guarantee No.

TO
OIL INDIA LIMITED
For GM (C&P)
RAJASTHAN FIELD
JODHPUR-342005

WHEREAS, (Name of Bidder) …………………….. (hereinafter called "the Bidder") has submitted their Bid No. …… dated ………for the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN FIELD, JODHPUR (hereinafter called the "Company")'s IFB No…… KNOW ALL MEN by these presents that we (Name of Bank) ……………… of (Name of country) …………… having our registered office at …………… (hereinafter called "the 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 common seal of the said Bank this ………. Day of …… 20….. THE CONDITIONS of this obligation 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:

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

Controlling Office: Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and email address:
SIGNATURE AND SEAL OF THE GUARANTORS _______________ Name of Bank & Address ___________________________________ Witness _______________ Address

________________ _________________________ (Signature, Name and Address) Date: ________________ Place: _____________

*The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
**The Date of Expiry of Bank Guarantee should be 165 days after the bid closing date as stated in the tender document

Note: The Bank Guarantee issuing bank branch shall ensure the following:

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) (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS 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. The Bank details are as under.

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

Signature& Seal of the Bank

Proforma – J

PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION

TO,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Dear Sir,

Sub: OIL's Tender No. ____________________

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Oil India Limited, nor any inquiry is pending by Oil India Limited. We are also not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Oil India Limited.

For and on behalf of ______________________________
Authorized signatory ______________________________
Name ______________________________________
Designation __________________________________
Contact No. __________________________________

****

Proforma – K

UNDERTAKING FOR BIDDERS FINANCIAL STANDING

TO,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Dear Sir,

Sub: OIL's Tender No. ______________________

We, ________________________ (Name of the bidder) have submitted Bid against Tender No. _______dated ____________. We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of _________________________________
Authorized signatory _________________________________
Name ____
Designation ____
Contact No. ____

****

PROFORMA-L

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

We, __________________________ (Name of the bidder) have submitted Bid against Gem bid No. _____________ dated ___________ for Supply, installation, testing and commissioning of the various facilities in the auditorium hall of OIL Executive Residential Complex-Jodhpur We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-pp (BE-11) dated 16.09.2020 or notification No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 subject to revisions/amendments thereof. The percentage of Local Content is _______%

For and on behalf of ______________________________
Authorized signatory _____________________________
Name ____
Designation ______________________________________
Contact No. ______________________________________

Annexure-II

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Clause No. 3.0 of Financial Evaluation Criteria of BEC-BRC of Tender No. CJI9357P26

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 2024-25 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.

ANNEXURE for CA certificate

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/Lakhs	**NET WORTH** In INR(Rs)Crores/ Lakhs

Place:
Date:
Seal:

Membership No:

Registration Code:

Signature:

Annexure-A1

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

(i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.

(ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

(iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

(2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

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

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

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

(1) The Principal will enter into Pacts on identical terms with all bidders.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its 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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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

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

NAME OF INDEPENDENT EXTERNAL MONITORS:

a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com

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

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

EXHIBIT-I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

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 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)

EXHIBIT-II

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

We, M/s_____________________, have read the clause regarding restrictions on procurement from a 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. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY (ToT)

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

OR

We, M/s____________________, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

&&&&&&&&&&&

Annexure-B

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

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

Ref. No_______________ **Date _____________**

Tender No._____________Dated _________

OIL INDIA LIMITED

Dear Sirs,

"We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]"

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

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 form should be returned along with offer duly signed.

<u>Annexure-XI</u>

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

Ref. No____________ Date ________

<u>Sub</u>: <u>Undertaking of authenticity of information/documents submitted</u>

<u>Ref</u>: Your Tender No. CJI-9357-P26 Dated ______

To,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

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 Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
(Affix Seal of the Organization here, if applicable)

****

Appendix-B

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

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

i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;

ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.

iii) Original Form-V issued by PE

iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;

v) Copy of Work Order;

vi Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

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

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

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

Annexure – GST

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime)

In view of GST Implementation from 1st July 2017, provision of Causes related to Tax liability of bid document stands deleted and replaced with the following:

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.

2. The quoted price shall be deemed to be inclusive of all taxes ,duties & levies except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL/client shall not be liable to make any payment on account of GST against such invoice.

4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.

6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client 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/client 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/client to Contractor / Supplier.

7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL/client 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/project owner.

9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

10. 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.

11. The contractor will be liable to ensure to have registered with the respective tax authorities 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. 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.

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

14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

15. Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit.
Any invoice issued shall contain the following particulars-
a) Name, address and GSTIN of the supplier;
b) Serial number of the invoice;
c) Date of issue;
d) Name, address and GSTIN or UIN, if registered of the recipient;
e) Name and address of the recipient and the address of the delivery, along with the State and its code,
f) HSN code of goods or Accounting Code of services;
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 inter-state 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-
a) The original copy being marked as ORIGINAL FOR RECIPIENT;
b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
c) 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. 15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

16. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, 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, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored..

OIL INDIA LIMITED, RAJASTHAN FIELD's provisional GST ID No. is 08AAACO2352C1ZX.

*******END of GST Annexure**********

Proforma-M

TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	**ELIGIBILITY CRITERIA:**	The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender. Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of **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. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG 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. 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: d) The bidder must provide the **specific percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant. e) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as PROFORMA-L]. f) Bidder to submit a copy of their Certificate of Incorporation/registration in India.			
2	**BEC Clause No. 1.0 (Technical Criteria)**	Any offer which does not include all the jobs/services mentioned in the Scope of Work and Special conditions of Contract will be considered as incomplete and rejected.			
3	**BEC Clause 1.1 (Technical Criteria)**	The bidder must have experience of successfully executed/completed following similar works during the last 7(seven) years to be reckoned from the original bid closing date in Central /State Government/ PSUs/ Nationalised Banks/ Public Limited Company/ Reputed Educational Institutions / Multinational Corporations/ Reputed Multiplex Chains / Cinema Hall Operators. The bidders shall provide necessary documentary evidence for the same while submitting their bid. At least **(01) one** similar nature of work valuing not less than **INR 2,99,00,000.00.**			

		OR At least **(02) two** similar nature of work valuing not less than **INR 1,87,00,000.00.** OR At least **(03) three** similar nature of work valuing not less than **INR 1,49,00,000.00.** **Notes to BEC Clause 1.1 above: 'Similar Works"** shall mean **supply, installation, testing, and commissioning** of at least Three (03) of the following components carried out in a **auditorium/conference halls/Institutional halls/ Commercial complexes /corporate complexes**: 1) Audio-Visual Systems, 2) Lighting Systems, 3) Auditorium Seating arrangement (Permanent Nature), 4) Acoustic Treatment Works for wall and ceiling, 5) Heating, Ventilation, and Air Conditioning (HVAC) Works			
4	**BEC Clause No. 1.2 (Technical Criteria)**	For proof of requisite Experience (refer Clause No. 1.1 above), the bidder shall upload soft copy of the documentary evidence in the form of **Completion Certificate** (in case of completed works) or **Partial Completion Certificate** (in case of on-going works contract) issued by the employer. The certificate should contain at least following information: A. Contract document/Work Order showing details of work. AND			

		B. Job Completion Certificate(s) or Payment 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: vi. Gross value of work done vii. Nature of job done and Contract No./Work Order No. viii. Contract start date and completion date ix. Period of Contract x. Description of components as per note of Clause No. 1.1 Above.			
5	**BEC Clause No. 1.3 (Technical Criteria)**	In case of OIL contractors, copy of 'Certificate of Completion (COC)' OR 'Certificate of Payment (COP)' OR 'Service Entry Sheet (SES)' of similar jobs successfully executed during the last seven years from the original bid closing date, showing gross value of job done. It may be noted that simply mentioning of OIL Contract Number will be accepted.			
6	**BEC Clause No. 1.4 (Technical Criteria)**	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 Para 1.2 above, are not sufficient to establish the value/quantity/period of the Similar Services(s) against Para 1.4, the bidder 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 practicing Chartered/ Cost Accountant			

<table>
<tr><td></td><td></td><td>Firm (with Membership Number & Firm Registration Number).</td><td></td><td></td><td></td></tr>
<tr><td></td><td colspan="5">Note:
Similar Services(s) executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
A bidder can submit only one bid against this tender. In case, any other bid is found to be received from the bidder or through any of its constituent members/ combination of its constituent members, or through any other arrangement by the bidder or its constituent members, then in such cases, all such bids shall be straightaway rejected.
Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 will only be treated as acceptable experience.
The Contract(s)/Order date need not be within the period specified in the tender, preceding the original bid closing date of the tender, however, the execution of work should be within the specified period preceding original bid closing date of the tender.
Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
Original Bid Closing Date shall be considered for evaluation of BEC Criteria in case of any extension of the bid closing date.</td></tr>
<tr><td>7</td><td>BEC Clause No. 1. (Financial Criteria)</td><td>Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs. 1.87 Crores.

[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 (bidder) during a financial year” as per the Companies Act, 2013 Section 2 (91).]</td><td></td><td></td><td></td></tr>
</table>

8	**BEC Clause No. 2. (Financial Criteria)**	**Net worth** of bidder must be positive for preceding financial/ accounting year. [**Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium account (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".]			
9	**BEC Clause No. 3. (Financial Criteria)**	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 undertaking in support of the same along with their technical bid **as per ANNEXURE-II.** **Notes:** a) 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. 'UDIN' along with			

		membership and firm registration number of CA issuing the certificate for turnover & net worth of the bidder must be provided as per format prescribed in **ANNEXURE for CA certificate.** OR ii) Audited Balance Sheet along with Profit & Loss account. b) 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.			
10	**BEC Clause No. 1.0(Commercial Criteria)**	Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the "Technical Attachments" under Rfx Information only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in Technical RFx Response otherwise bid will be rejected.**			
11	**BEC Clause No. 2.0(Commercial Criteria)**	Prices/Rates should be quoted in Indian Rupees and must be as per PRICE BID FORMAT uploaded under "Notes and Attachments" Tab. The rates quoted and uploaded in the "PRICE BID FORMAT" under "Notes and Attachments" Tab will only be considered.			
12	**BEC Clause No. 3.0(Commercial Criteria)**	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.			
13	**BEC Clause No. 4.0(Commercial Criteria)**	Bidders shall furnish “Bid Security” for the amount as specified in Forwarding Letter. **Any bid not accompanied by Bid Security (or requisite documents confirming exemption from bid security submission in case of eligible vendor) will be rejected.**			
14	**BEC Clause No. 5.0(Commercial Criteria)**	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.			
15	**BEC Clause No. 6.0(Commercial Criteria)**	Bids received by Company after the bid closing date and time will be rejected.			
16	**BEC Clause No. 7.0(Commercial Criteria)**	Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.			
17	**BEC Clause No. 8.0(Commercial Criteria)**	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 person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
18	**BEC Clause No. 9.0(Commercial Criteria)**	The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate (encryption enabled) [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.			
19	**BEC Clause No. 10.0(Commercial**	The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.			

	Criteria)	i. Firm price ii. EMD / Bid Security/Bid Bond iii. Period of validity of Bid iv. Price Schedule v. Performance Security Clause vi. Delivery / Completion Schedule vii. Scope of work viii. Guarantee of material / work ix. Liquidated damages clause x. Tax Liabilities Clause xi. Arbitration / Resolution of Dispute Clause xii. Force Majeure Clause xiii. Termination Clause xiv. Applicable Law Clause xv. GST clause xvi. Insurance Clause xvii. Integrity pact clause			
20	**BEC Clause No. 11.0(Commercial Criteria)**	**Integrity pact:** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure-A1** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.			
21	**BEC Clause No. 12.0(Commercial Criteria)**	Validity of the bid shall be minimum **120 days**. Bids with lesser validity will be rejected.			
23	**BEC Clause No.**	**Proforma-C:** The Compliance statement must be filled up by			

	1.0 (General:)	bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC, 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.			
24	**BEC Clause No. 2.0 (General:)**	To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.			
25	**BEC Clause No. 3.0 (General:)**	If any of the clauses in the BEC contradicts with other clauses of bidding document elsewhere, then the clauses in the BEC shall prevail.			
26	**BEC Clause No. 4.0 (General:)**	The original bid closing date shall be considered by OIL for evaluation of BEC/BRC Criteria even in case of any extension of the original bid closing date.			
27	**BEC Clause No. 5.0 (General:)**	Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright			
	BEC Clause No. 6.0 (General:)	**Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.			
28	**PRICE EVALUATION CRITERIA:**	1. The evaluation of bids shall be done as per the Price Bid Format provided in the Tender / e-tender portal. Contract shall be awarded to the L1 bidder evaluated as per the price bid format.			

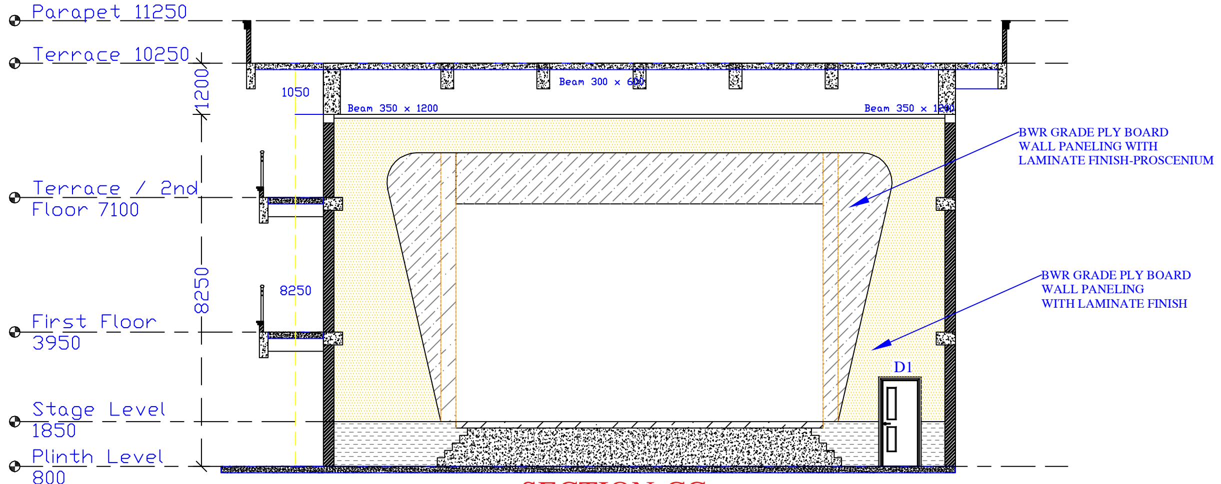
		2. If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation. 3. To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any. 4. Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Local Tender. However, if any of the Clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the General Terms & Conditions of Local Tender of the tender and/or elsewhere, those mentioned in this BEC shall prevail. 5. The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any. 6. Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price. 7. In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price. 8. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.			

		However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document. 9. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder. 10. 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. **Note**: a) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria. b) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action. c) For the above purpose, supplementary reinforcing documents submitted by the bidder in response to specific query after bids are opened, may have later date after bid opening date provided that such the			

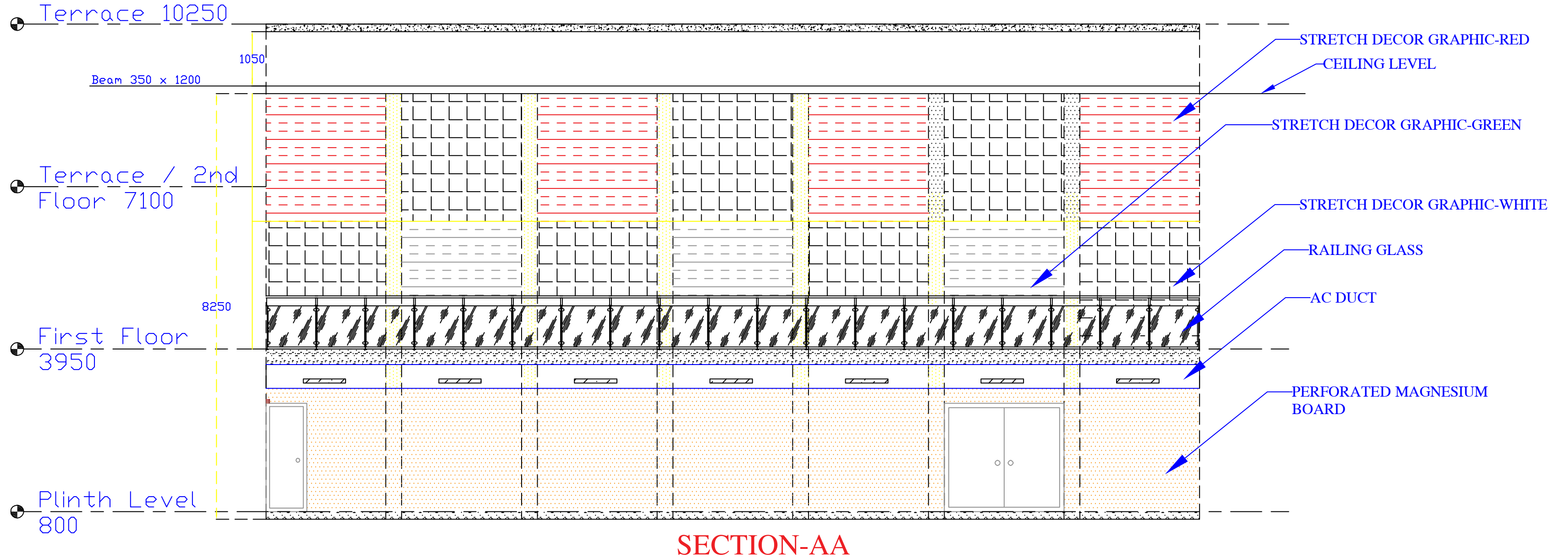
		certification/letter contents are only historical/confirmatory in nature.			

*******END OF TENDER DOCUMENT******

ILLUSTRATIONS



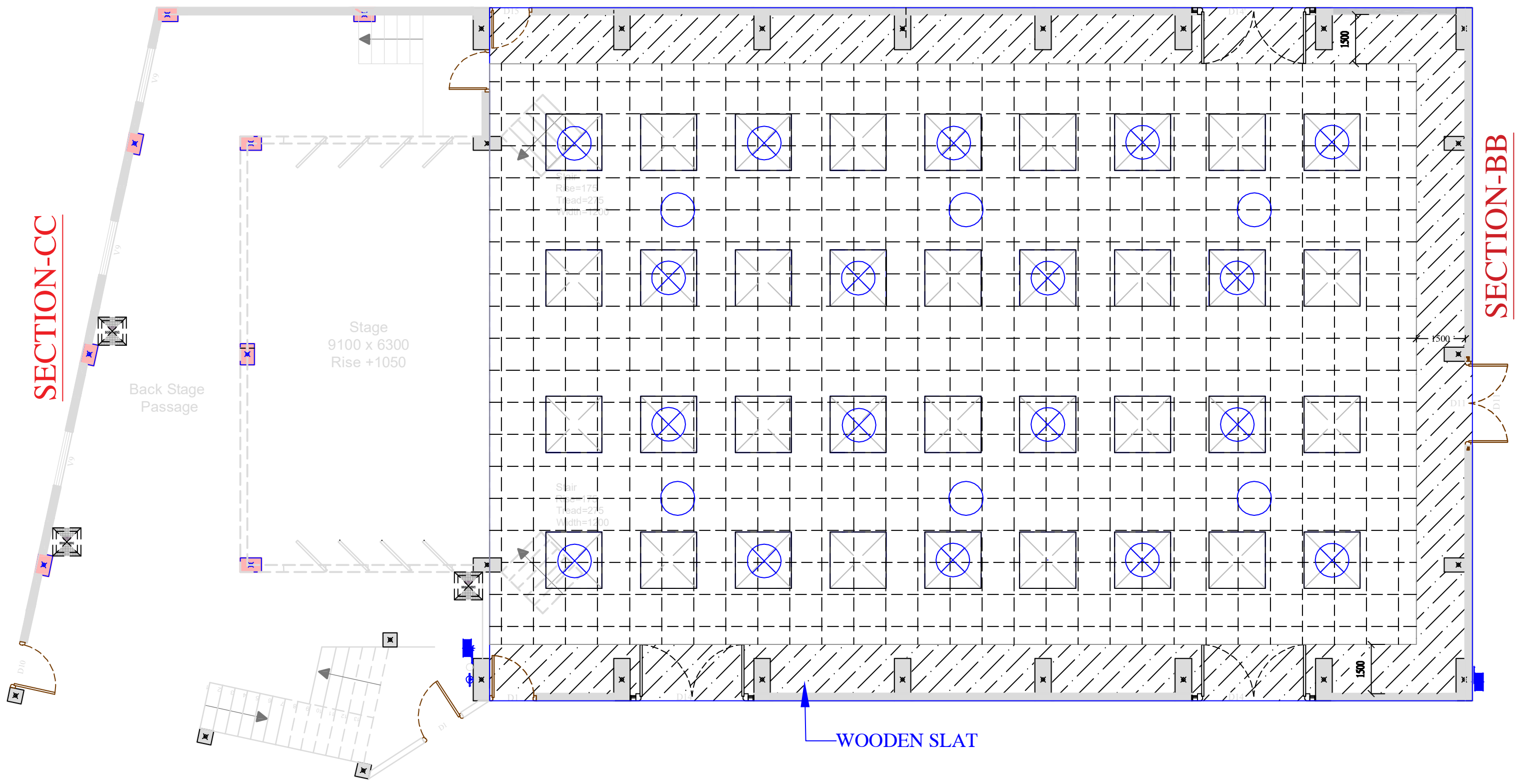
SECTION-CC



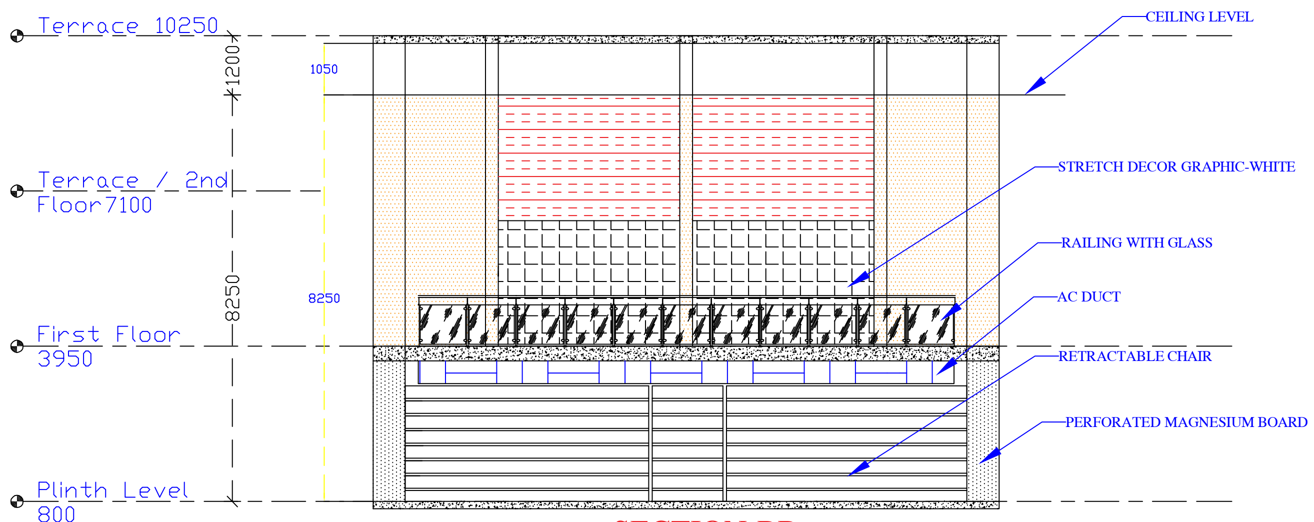
SECTION-AA

SECTION-AA

SECTION-CC



SECTION-BB



SECTION-BB

NOTE:

1. ALL DIMENSIONS ARE IN MM
2. THIS DRAINING IS NOT TO BE USED FOR CONSTRUCTION WITHOUT APPROVAL
3. FINAL DETAILS AND DIMENSION ARE SUBJECT TO CHANGE UPON FURTHER REVIEW AND COORDINATION
4. THIS IS THE INITIAL CONCEPT DRAWING FOR REFERENCE PURPOSES ONLY
5. REFER ONLY THE LATEST REVISED DRAWINGS
6. SCALE: NOT TO SCALE

PROJECT:
OIL EXECUTIVE RESIDENTIAL COMPLEX, JODHPUR

LEGEND

SYMBOL	DESCRIPTION
○	150W Led High Bay Light
⬚	2X2 Grid Ceiling
⊗	30W Led Round Down Lighter
⊠	4x4 Slim Cloud

Title: Ceiling And Wall Elevation Layout

Check By: Ashwini Saikai	Drawn By: M.Ricky Kom
Scale: 1:100	DWG No.: OIL/8/19/24
Rev	Date: 09/06/2024

Allied Consulting Services
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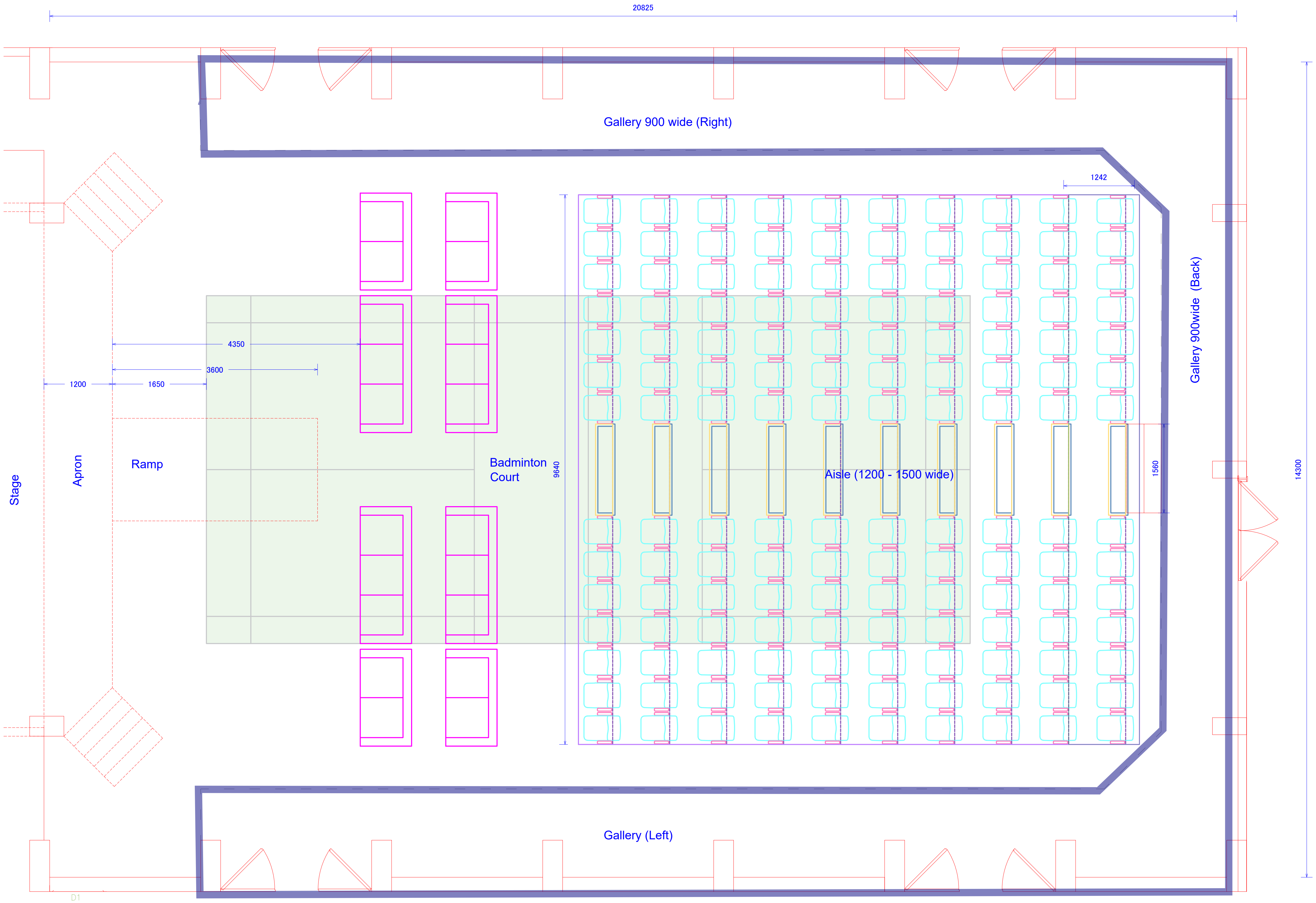
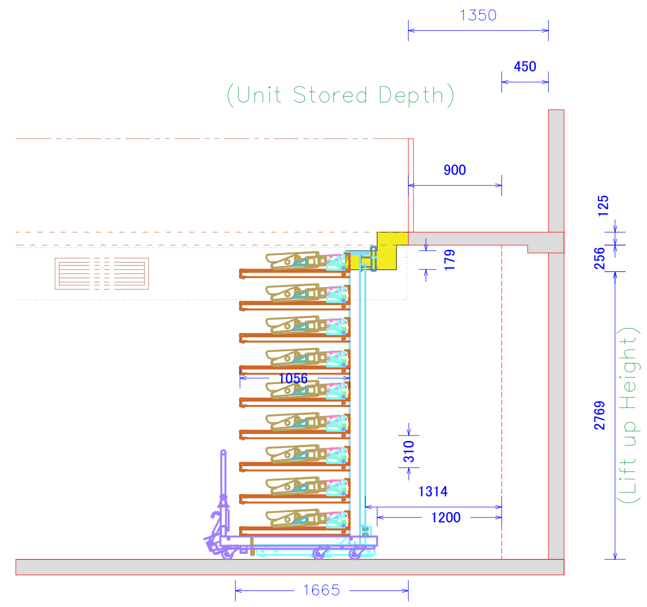
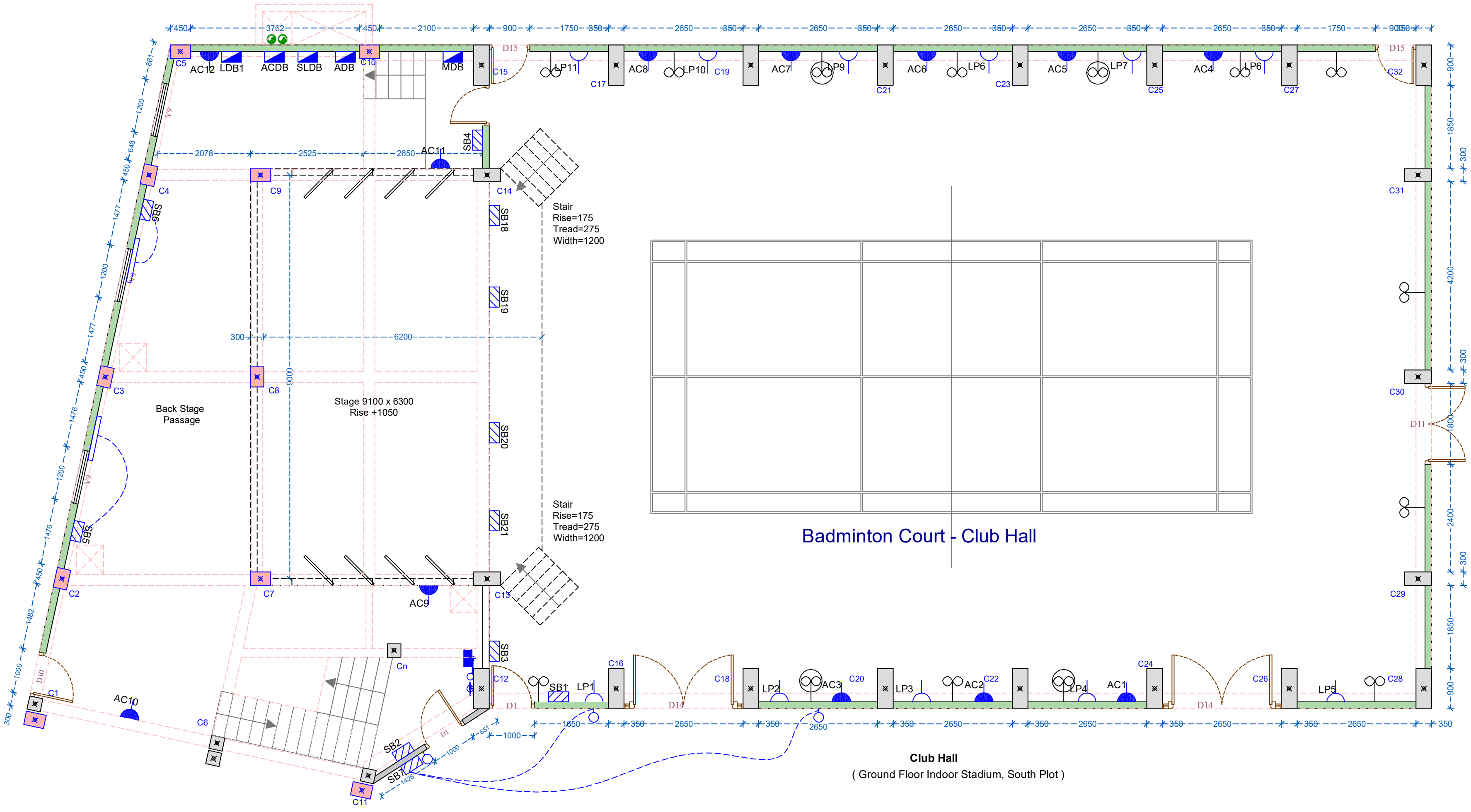




Retractable Seating Platform
Mobile Type
When moving from closed position

Multipurpose Hall

(Badminton Court, Banquet Hall, Movie/Cultural Functions)



Club Hall

(Ground Floor Indoor Stadium, South Plot)

LEGEND

SYMBOL	DISCRIPTION
	12W Bracket Light
	6A Plug Socket
AC	AC Point
ACDB	Air Conditioning Distribution Board
ADB	Audio Distribution Board
LDB	Lighting Distribution Board
MDB	Main Distribution Board
SLDB	Stage Lighting Distribution Board
SB	Switch Board
	Tube Light
	Pedestral Fan
	Wall Fan

PROJECT

OIL EXECUTIVE RESIDENTIAL COMPLEX, JODHPUR

DRAWING TITLE

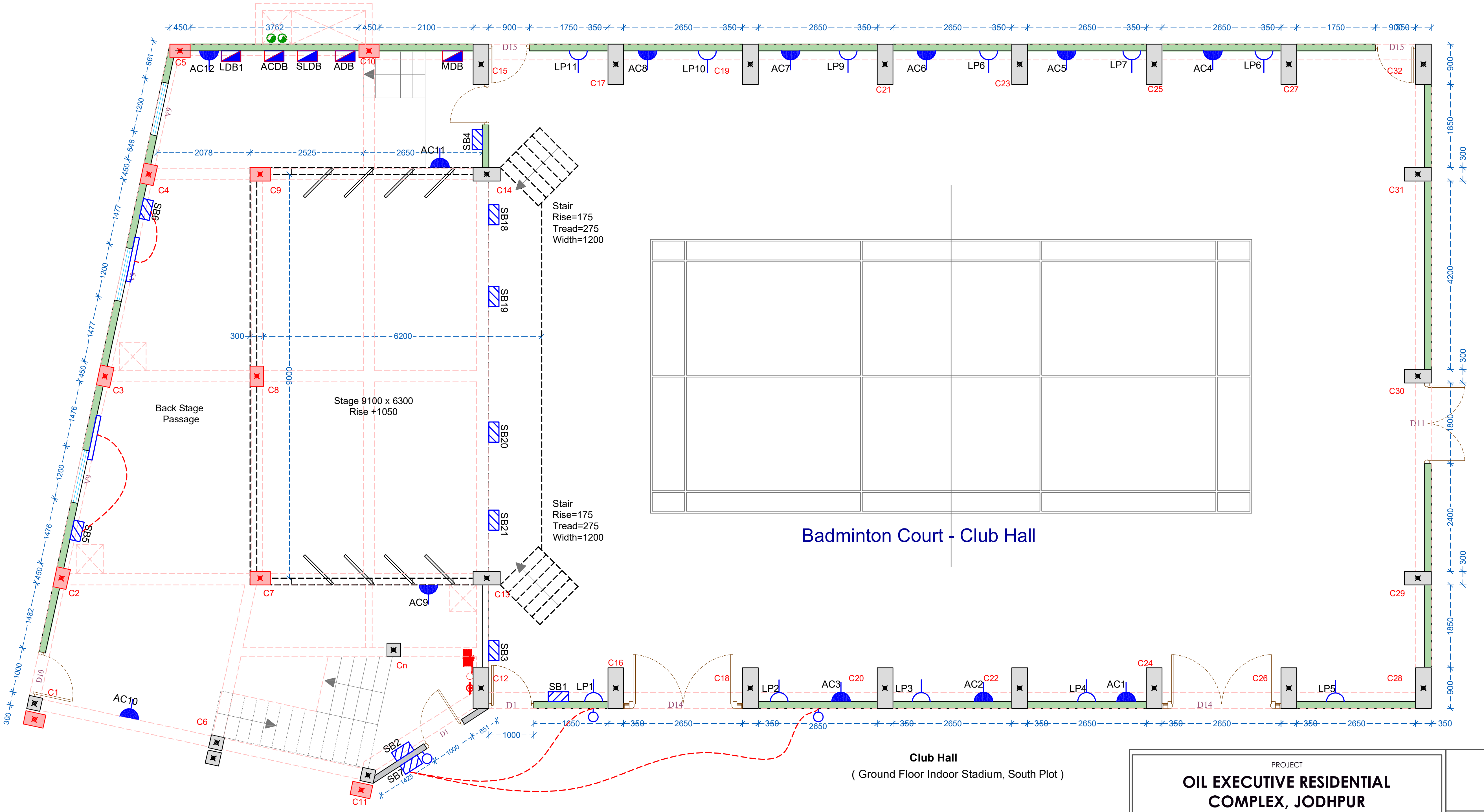
GROUND FLOOR
LAYOUT OF ELECTRICAL DETAIL

CONSULTANT:-

AMPAS

55, L.K.R.B PATH, NABIN NAGAR, R.G. BARUAH ROAD
GUWAHATI -24

DATE	DRAWING NUMBER
28/11/2024	AMP/1/JP/1
SCALE	
NTS	REVISION SUFFIX
DSGN BY :	01
G. K. SHARMA	



Club Hall

(Ground Floor Indoor Stadium, South Plot)

LEGEND

SYMBOL	DISCRIPTION
	12W Bracket Light
	6A Plug Socket
AC	AC Point
ACDB	Air Conditioning Distribution Board
ADB	Audio Distribution Board
LDB	Lighting Distribution Board
MDB	Main Distribution Board
SLDB	Stage Lighting Distribution Board
SB	Switch Board
	Tube Light

PROJECT

OIL EXECUTIVE RESIDENTIAL COMPLEX, JODHPUR

DRAWING TITLE

GROUND FLOOR LAYOUT OF ELECTRICAL DETAIL

CONSULTANT:-

AMPAS

55, L.K.R.B PATH, NABIN NAGAR, R.G. BARUAH ROAD GUWAHATI -24

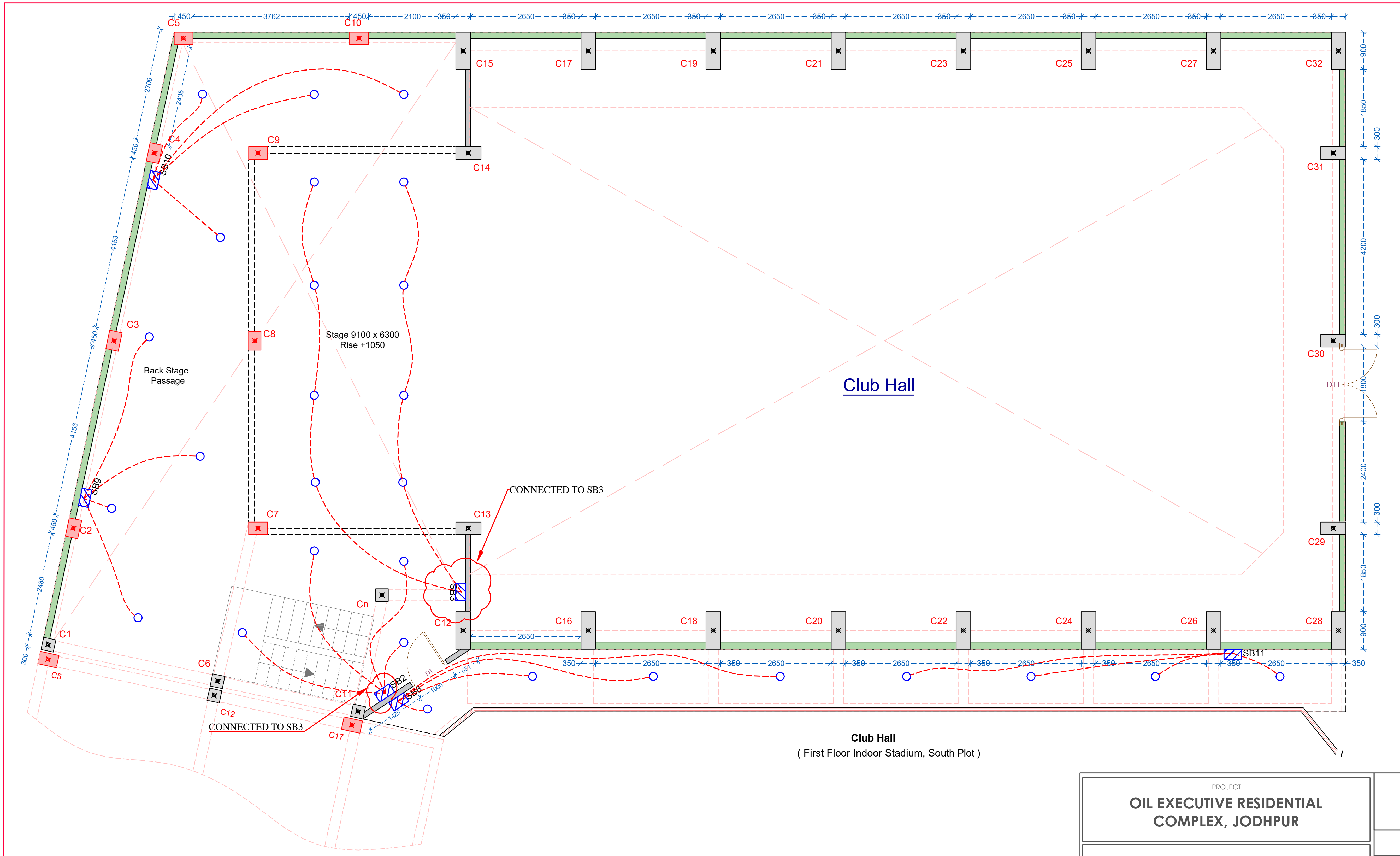
DATE 19/08/2024

SCALE NTS

DSGN BY : G. K. SHARMA

DRAWING NUMBER **AMP/1/JP/1**

REVISION SUFFIX



Club Hall
(First Floor Indoor Stadium, South Plot)

LEGEND

SYMBOL	DISCRIPTION
○	15 W Led Round Down Lighter
SB	Switch Box

PROJECT
OIL EXECUTIVE RESIDENTIAL COMPLEX, JODHPUR

DRAWING TITLE
FIRST FLOOR
LAYOUT OF ELECTRICAL DETAIL

CONSULTANT:-
AMPAS
55, L.K.R.B PATH, NABIN NAGAR, R.G. BARUAH ROAD
GUWAHATI -24

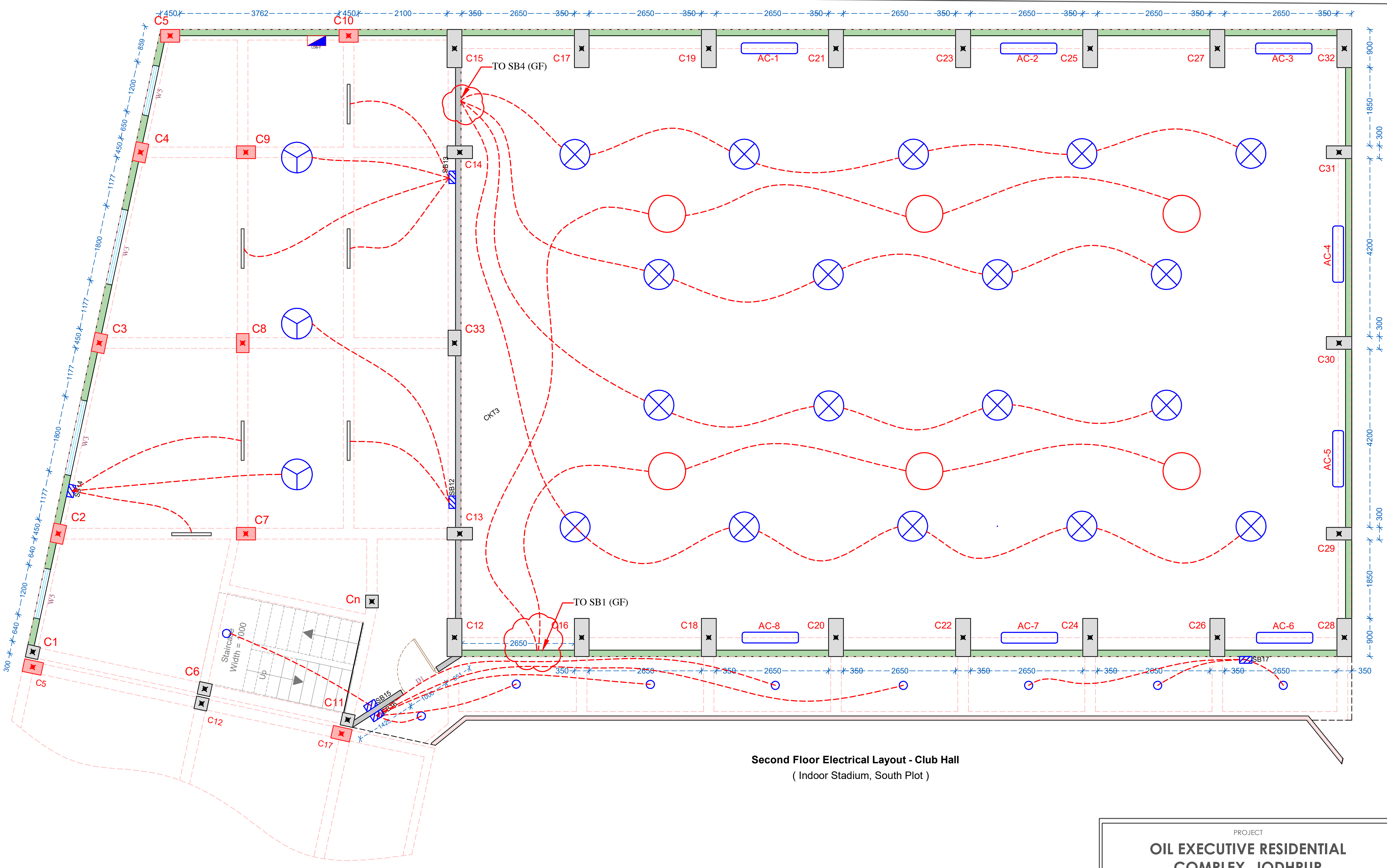
DATE
19/08/2024

SCALE
NTS

DSGN BY :
G. K. SHARMA

DRAWING NUMBER
AMP/1/JP/2

REVISION SUFFIX



Second Floor Electrical Layout - Club Hall

(Indoor Stadium, South Plot)

LEGEND	
SYMBOL	DISCRIPTION
	120 mm Sweep Ceiling Fan
	150W Led High Bay Light
	30W Led Round Down Light
	12W Led Round Downlighter
LDB	Lighting Distribution Board
SB	Switch Board
	Tube Light

PROJECT

OIL EXECUTIVE RESIDENTIAL COMPLEX, JODHPUR

DRAWING TITLE

SECOND FLOOR ELECTRICAL DETAIL

CONSULTANT:-

AMPAS

55, L.K.R.B PATH, NABIN NAGAR, R.G. BARUAH ROAD
GUWAHATI -24

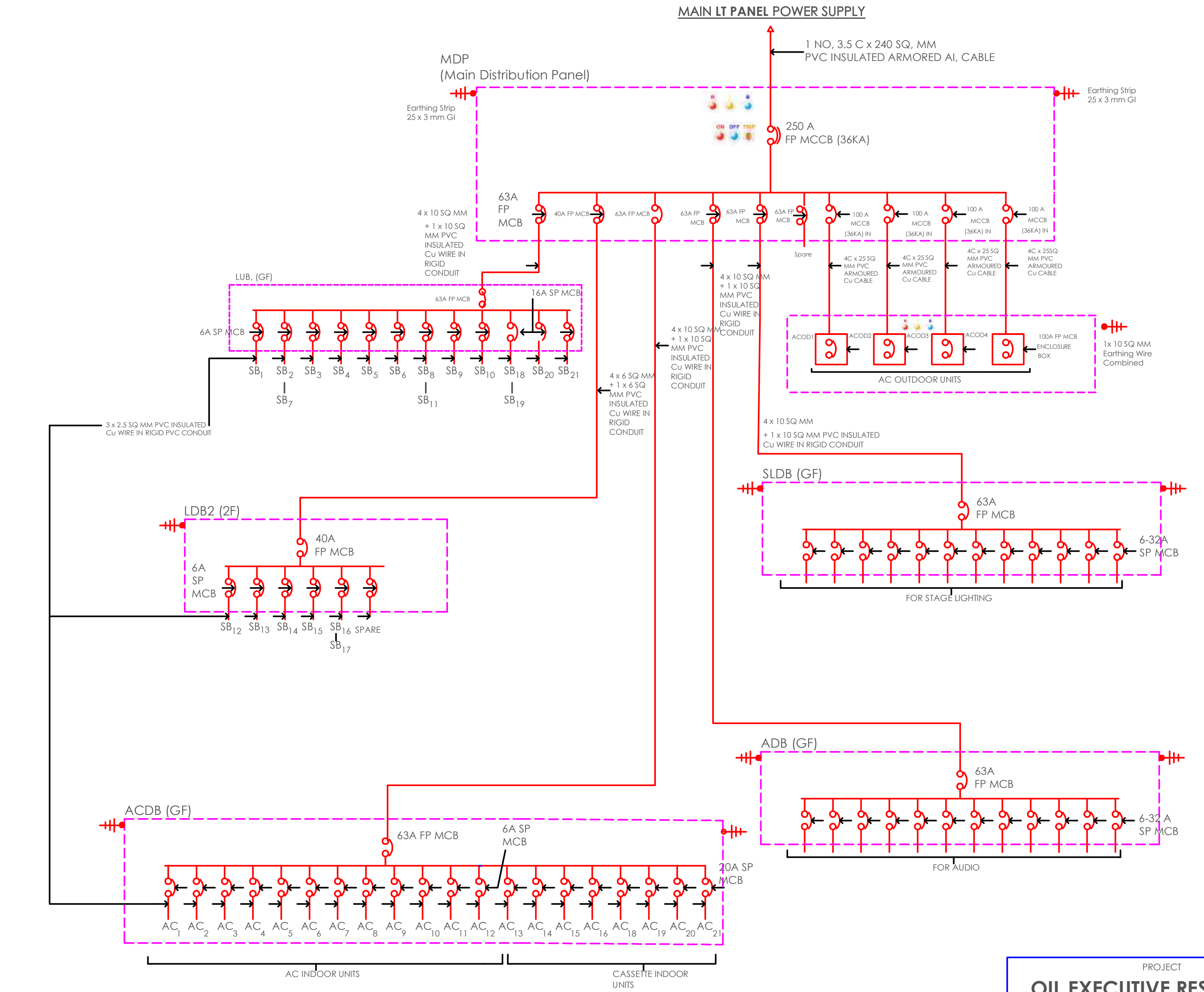
DATE: 19/08/2024

SCALE: NTS

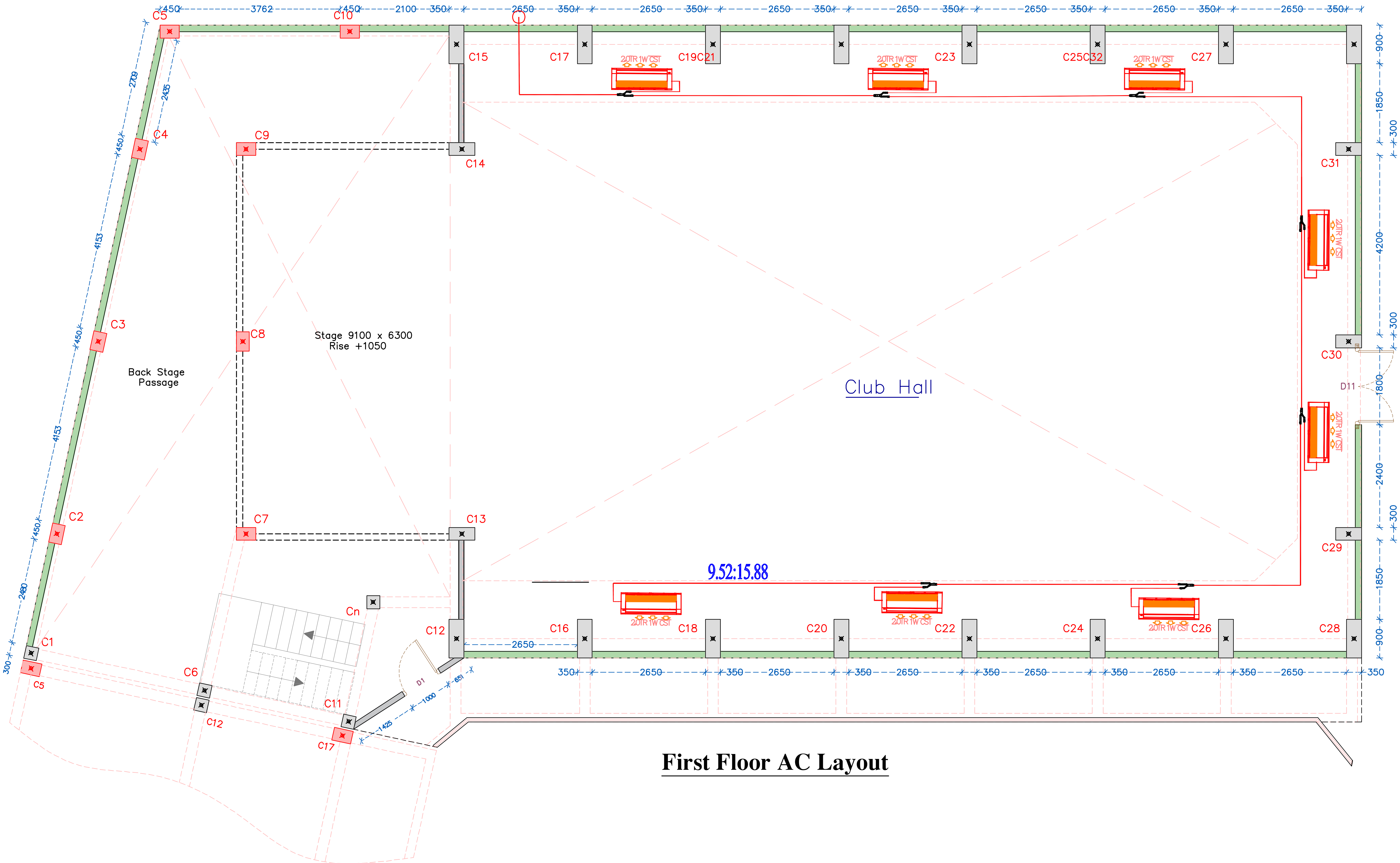
DSGN BY : G. K. SHARMA

DRAWING NUMBER: AMP/1/JP/3

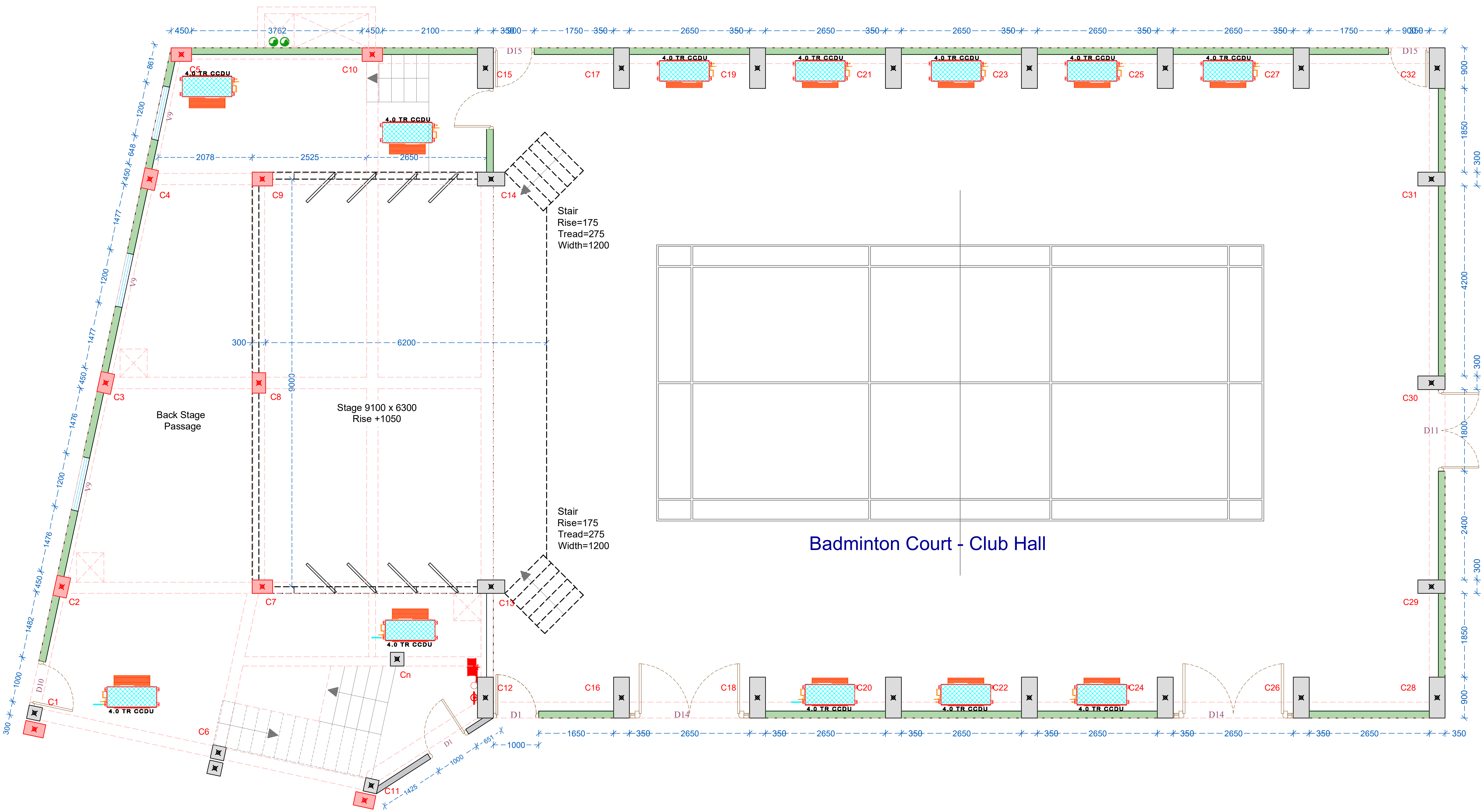
REVISION SUFFIX



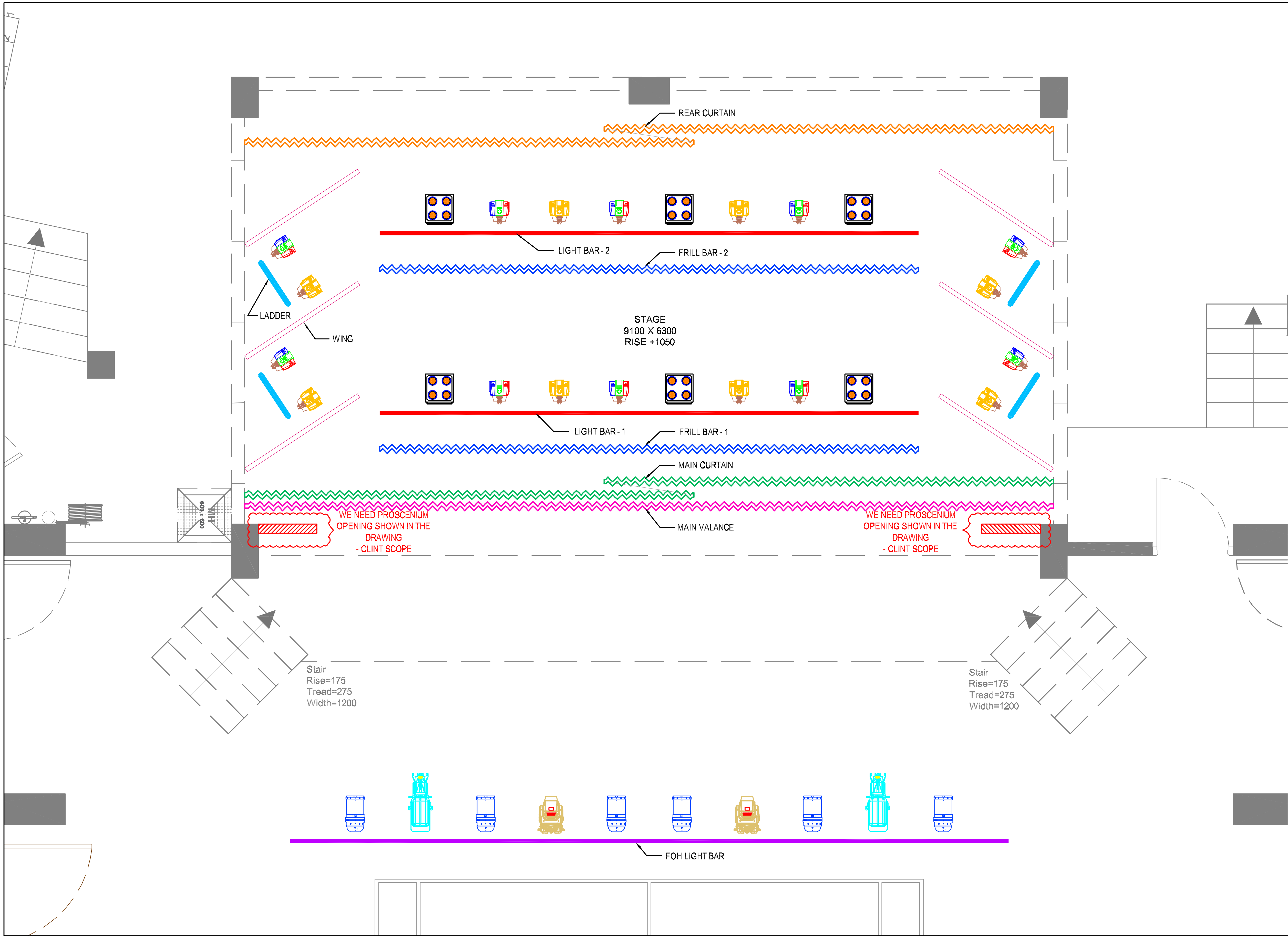
PROJECT **OIL EXECUTIVE RESIDENTIAL COMPLEX, JODHPUR**	CONSULTANT:- **AMPAS** 55, L.K.R.B PATH, NABIN NAGAR, R.G. BARUAH ROAD GUWAHATI -24		
DRAWING TITLE **SINGLE LINE SCHEMATIC DIAGRAM FOR MULTIPURPOSE HALL**	DATE 19/08/2024	DRAWING NUMBER	
	SCALE NTS	**AMP/1/JP/4**	
	DSGN BY : **G. K. SHARMA**	REVISION SUFFIX	



First Floor AC Layout



Ground Floor Masonry / Door / Window Layout Details - Club Hall
(Indoor Stadium, South Plot)



NOTE:
1. ALL DIMENSION ARE IN MM
2. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR PROCUREMENT WITHOUT APPROVAL
3. FINAL DETAILS AND DIMENSION ARE SUBJECT TO CHANGE UPON FURTHER REVIEW AND COORDINATION
4. THIS IS THE INITIAL CONCEPT DRAWING FOR REFERENCE PURPOSES ONLY.
5. REFER ONLY THE REVISED DRAWING

LEGEND

Sl. NO.	SYMBOL	DESCRIPTION
1		SUSPENDER
2		STAGE LIGHT BAR
3		FOH LIGHT BAR
4		LADDER
5		VALANCE
6		MAIN CURTAIN
7		REAR CURTAIN
8		FRILL
9		WING

LEGEND

SL.NO.	SYMBOL	DESCRIPTION	QTY
01		LED BLINDER LIGHT	06
02		LED RGBW PAR LIGHT	10
03		LED 3200K PAR LIGHT	08
04		LED PROFILE SPOT LIGHT	02
05		LED PARCAN LIGHT	06
06		LED MOVING HEAD LIGHT	02

PROJECT:
Oil Executive Multipurpose Stage Light Jodhpur

SHEET TITLE:
Layout Plan For Equipment and Lighting

Drawn By: M.Ricky Kom	DWG No.: OIL/EX/SL/D-1	
Check By:Ashwini Saikai	Scale: NTS	
Rev:	Date: 09 09 2024	

ALLIED CONSULTING SERVICES
HN: 42, Beltola Bhagaduttapur
Guwahati-781028

ANNEXURE - I

ACOUSTICS

TECHNICAL BID		
ACOUSTIC WORKS		
SN	**TENDER SPECIFICATION**	**Approve Make**
1	**Primary Hall Ceiling:** Square edge, Glassfibre core fully encapsulated ceiling tile **(BLACK)** of size 595x595x15mm having volume density 120Kgs/m3, weight 1.8kg/m2 which is suspended by using 0.3mm thick Skelet TrelisT24 metal grid system. Grid Structure T24 metal grid system of 600x600mm module includes wall angle with unequal flanges of 15/19mm, length 3000mm, fixed along the perimeter of walls with the help of nylon sleeves and suitable fasteners at 300mm centers. Then suspend the GI Structure MainT with flange width 24mm, height 32mm and length 3600mm, from the soffit slab with help of soffit cleat and wire rod with leveling spring clip at 1200mm centres. CrossT with flange width 15mm, height 26mm and length 1200mm is interlocked into the pre-cut slots in the Main T24 at 600mm centers in the perpendicular direction to the Main T24. Finally CrossT with flange width 24mm, height 26mm and length 600mm are interlocked into the precut slots in the CrossT in direction parallel to the Main T24 to result in 600x600mm module. Square edge acoustic tile of size 595x595x15mm shall be placed into the grid size of 600x600mm. ***The acoustic boards need to be overlain by 50mm thick layer of 1000 gsm polysynthetic fibre to achieve desired acoustic absorption.*** **Technical Specification:** • Fire (Class) – 1 & P • Acoustics – NRC 0.9 (For E900 Mounting) • Thermal conductivity (W/mk)– 0.066 • Climate (°C, RH) – 40, 95 • Light reflectance (%) – 85 • Green (VoC, RC %) – Low, 35	**Heradesign, Anutone, Armstrong**

ANNEXURE - I

TECHNICAL BID		
ACOUSTIC WORKS		
SN	**TENDER SPECIFICATION**	**Approve Make**
2	**Stage Ceiling:** Square edge, Glassfibre core fully encapsulated ceiling tile **(BLACK)** of size 595x595x15mm having volume density 120Kgs/m3, weight 1.8kg/m2 which is suspended by using 0.3mm thick Skelet TrelisT24 metal grid system. Grid Structure T24 metal grid system of 600x600mm module includes wall angle with unequal flanges of 15/19mm, length 3000mm, fixed along the perimeter of walls with the help of nylon sleeves and suitable fasteners at 300mm centers. Then suspend the GI Structure MainT with flange width 24mm, height 32mm and length 3600mm, from the soffit slab with help of soffit cleat and wire rod with leveling spring clip at 1200mm centres. CrossT with flange width 15mm, height 26mm and length 1200mm is interlocked into the pre-cut slots in the Main T24 at 600mm centers in the perpendicular direction to the Main T24. Finally CrossT with flange width 24mm, height 26mm and length 600mm are interlocked into the precut slots in the CrossT in direction parallel to the Main T24 to result in 600x600mm module. Square edge acoustic tile of size 595x595x15mm shall be placed into the grid size of 600x600mm. **Technical Specification:** • Acoustics – NRC 0.9 (For E900 Mounting) • Thermal conductivity (W/mk)– 0.066 • Climate (°C, RH) – 40, 95 • Light reflectance (%) – 85 • Green (VoC, RC %) – Low, 35 • Fire (Class) – 1 & P	**Heradesign, Anutone, Armstrong**

ANNEXURE - I

TECHNICAL BID		
ACOUSTIC WORKS		
SN	TENDER SPECIFICATION	Approve Make
3	**Stage Wall Panel:** Kerfed edge Magnesite bonded pinewood fibre core tiles of size 600x2400x15, density 400 kgs/m3, weight 8kg/m2 installed by using GI Strut framework system. The Strut framework systems includes GI Cross Channel having thickness 0.7mm, length 3600mm, knurled web 50, depth 50mm and equal flanges 15mm is fastened to wall positioned horizontally in a regular manner at 600mm c/c. The Kerfed edge panels shall be then screwed to the GI structure. ***The system is backlined with 50mm thick Glasswool acoustical infill of 500 Gsm.*** **Technical Parameters** • Fire (Class) – 1 & P • Acoustics – NRC 0.87 (For 15mm thk C50 Mounting) • Thermal conductivity (W/mk)– 0.08 • Climate (°C, RH) – 50, 90 • Light reflectance (%) – Low light reflectivity • Green (VOC, RC %) – Low, 30	**Heradesign, Anutone, Armstrong**

ANNEXURE - I

TECHNICAL BID		
ACOUSTIC WORKS		
SN	TENDER SPECIFICATION	Approve Make
4	**Hall Wall Panel (Lower Part):** Supply and Installation of Perforated Square edge Magnesia core panels of size 600x1200x8mm having density 1000kgs/m3, weight 12kg/m2 installed by using GI Strut system. The Strut framework systems includes Cross Channel having thickness 0.7mm, length 3600mm, knurled web 40, depth 25mm and equal flanges 15mm is fastened to wall positioned horizontally in a regular manner at 600mm c/c. GI structures having thickness of 0.7mm, length 3600, to be installed from wall in every 1000c/c to take necessary support vertically and horizontally. Magnessia boards are than screwed to the framework structure and the joints are filled using proper jointing compound. The boards are to be finished with colors of desired shade as per design. **TECHNICAL PARAMETERS** • Core - Magnesia • Fire – 1&P • Climate (OC RH) – 50,90 • Termite resistance – Yes • Light reflectance – 85 % • Green (RC %) – 30 • Hygiene (VoC, Clean room) – Low, Class 1 • Strength, Load capacity (Kg) - Antisag, Ball-Impact	**Heradesign, Anutone, Armstrong**

ANNEXURE - I

TECHNICAL BID		
ACOUSTIC WORKS		
SN	TENDER SPECIFICATION	Approve Make
5	**Hall Wall Panel (Upper Part 1):** Wooden Acoustic panels made of pinewood E1 grade fiberboard, melamine/veneer laminated finish, groove perforated slats L16-2 - (2mm Slats @16mm pitch) / L32-2 - (2mm grooves @ 32mm centers), backlined with Soundtexblack acoustical fleece, tongue-groove edge for a seamless look, size 128x2440x16mm, volume density of base board 800Kg/m3, weight 8Kgs/m2 (L16), 10.5Kgs/m2 (L32), 11Kgs/m2 (L64) installed by using GI and Alluminium Strut framework system. Structure framework system includes cross channel having thickness 0.55mm, length 3600mm, knurled web 40mm, depth 10mm and equal flanges 15mm is fastened to wall or framework behind vertically/horizontally at every 600mm c/c. Aluminium core cross channel, thickness 0.5mm, length 2400mm, web 15mm & 27mm, depth 18mm and flanges of 7mm with suitable edge &centre brackets is then fixed perpendicular to the Cross channel with the help of fasteners at every 400mm centers. Wooden Acoustic Panels of size 128x 2440x16mm in then fixed perpendicular to Alluminium cross channel with suitable edge & centre brackets. ***System need to be backlined with glasswool or 500 gsm acoustic infill of 50mm thick.*** **Technical Parameters** • Acoustics – NRC 0.77 (For E300* Mounting) • Thermal conductivity (W/mk)– na • Climate (°C, RH) – 50, 70 • Light reflectance (%) – 75 (Maple Arce) • Green (VOC, RC %) – Low, 25	**Heradesign, Anutone, Armstrong**

TECHNICAL BID		
ACOUSTIC WORKS		
SN	**TENDER SPECIFICATION**	**Approve Make**
6	**Hall Wall Panel (Upper Part 2):** Stretch ***Decor Graphic*** wall fabric system by using FR Grade fabric of size 1400mm width, shall be stretched by using GI Framework / wooden base 10mm thick, rigid vinyl Stretch Tracks half wrap/full wrap 15mm (FS15) and Midseam 15mm (FS15), Magnessium bonded 1200x600x15 mm wood wool board, synth PF infill with requisite accessories & tools. The Strut framework systems includes GI Cross Channel having thickness 0.7mm, length 3600mm, knurled web 50, depth 50mm and equal flanges 15mm is fastened to wall positioned horizontally in a regular manner at 600mm c/c. The square edge magnesite bonded pinewood fiber panels of size 600x1200x15mm having density 400kg/m3, weight 4kg which is fixed to GI framework. Synth PF 5x10mm thick adhered on wood wool panels panel by using Stick 7 adhesive. Decor Graphic Fabric of width 1400mm is then aligned to the Stretch tracks by following the fabric thread line or pattern. The fabric is stretched and tucked into the Stretch tracks and secure into the locking jaws so that it will be smooth, free of wrinkles with the tucking tools. Note -minimum 50mm additional fabric is required for tucking hence maximum module wall fabric width would be 1300mm. **Technical Parameters** • Core - pinewoodfibre & polyfibre • Fire – 1 • Acoustics – NRC 0.85 • Climate (OC RH) – 49, 90 • Termite resistance – Yes • Light reflectance – Colour dependent • Green (RC %) – 25 • Hygiene (VoC, Clean room) – Low, Class 1	**Heradesign, Anutone, Armstrong**

ANNEXURE - I

TECHNICAL BID		
ACOUSTIC WORKS		
SN	TENDER SPECIFICATION	Approve Make
7	**Secondary Cloud Ceiling:** Acoustic Slim Clouds Shapes of binary color as per design, polyfibre panels customised to desired shapes, core-pigmented, high-density, SynthPF rigid panels of size 1200mm x 1200mm, 9mm thk, volume density 220kg/m3, weight 2kg/m2 backlined with backer board, square edge magnesite bonded pinewood 2mm wide fibre core tiles of size 10mm thk, volume density 400kgs/m3, weight 4kg/m2 suspended from the soffit slab to desired height and span distance by using suitable Suspension Kit. **Technical Specification** • Fire (Class) – A • Acoustics – NRC Upto 0.7 (For J mounting, for system) • Thermal (W/mk)– 0.039 • Climate (°C, RH) – 50, 99 • Light (%) – Colour Dependant • Green (VoC, RC %) – Nil, 60	**Heradesign, Anutone, Armstrong**
8	Supply and installation of Polished Wooden Bits as per requirement.	**Custom**
9	**ACOUSTICAL DOORS** Auditorium Acoustic Wooden doors are extremely high-performance sound reducing door sets. These high-quality door sets are available in a wide range of finishes with 2-Point Latching System. They are used wherever high sound reduction performance is required between noise sensitive areas. Leaf of the acoustic wooden door is made up of an acoustic sandwich panel core, hardwood or marine plywood structure with stripping in the recesses and on the bottom.....The core of the door is to be filled with Glasswool or rockwool in order to achieve good sound refraction and therefore good acoustic performance. The door to be constructed with 12mm thick commercial ply (Green/so near or equivalent make) with veneer facing and finished with polish on both sides fitted with all fittings and fixtures.	**CUSTOM**

ANNEXURE - II

AUDIO			
SN	**Description**	**Tender Specification**	**Approve Make**
1	**FOH Speakers**	Twin 8” High Performance Installation Line Array, Frequency Response (-3 dB) 50 Hz - 22 kHz, Frequency Range (-10 dB) 47 Hz - 22 kHz, Rated Power Passive 1200W Continuous, 4800W Peak, Bi-amp LF: 1000W Continuous, 4000W Peak HF: 200W Continuous, 800W Peak, Maximum SPL 140 dB (with the Alpha Max Preset), Sensitivity 103 dB, Nominal Impedance Passive: 8 ohms, Bi-amp LF: 8 ohms, HF: 8 ohms, Coverage Pattern 140° x 20°, LF Driver 2 x 8" Low Distortion Transducers, 3" VC - Ferrite, HF Driver 1 x 1.75" neodymium compression driver, 2" VC, Crossover Frequency 1.1 kHz or Bi-amplified.	**British Acoustics/ Martin Audio/OHM/ L Acoustics**
2	**Array Frame**	Fly Frame for upto 16 Line Arrays	**British Acoustics/ Martin Audio/OHM/ L Acoustics**
3	**Front Fill Speakers**	8” Linear Coaxial Speaker, Frequency Response (-3 dB)-58 Hz - 22 kHz, Frequency Range (-10 dB) 53 Hz - 22 kHz, Rated Power-300W Continuous, 1200W Peak, Maximum SPL-125 dB, Sensitivity-91 dB, Nominal Impedance-8 Ohms, Coverage Pattern-120° x 120°, LF Driver-8" Coaxial Performance Driver, 2" VC - Ferrite, HF Driver -0.8" Dome Compression Drivers, 1" VC, Crossover Frequency-2.3 kHz.	**British Acoustics/ Martin Audio/OHM/ L Acoustics**
4	**Sub Woofers**	21” Horn Loaded Sub for an Extended LF Response, InfraSub: LF - 1x 21", Omni-directional, Hown Loaded, Stackable, Frequency Response (-3 dB) 22 Hz - 140 Hz, Frequency Range (-10 dB) 19 Hz - 200 Hz, Rated Power 2000W Continuous, 8000W Peak, Maximum SPL 137 dB, Sensitivity 98 dB, Nominal Impedance 4 Ohms, Coverage Pattern Omni-directional, LF Driver 21" Long Excursion ADR Drivers, 5.3" VC - Neo, Inputs 2 x Speak-on Connectors, Wired Parallel.	**British Acoustics/ Martin Audio/OHM/ L Acoustics**

ANNEXURE - II

AUDIO			
SN	**Description**	**Tender Specification**	**Approve Make**
5	**Delay Fill**	12"High Performance Passive Speaker, Frequency Response (-3 dB) 40 Hz - 18 kHz, Frequency Range (-10 dB) 34 Hz - 20 kHz, Rated Power 625W Continuous, 2500 Peak, Maximum SPL 132 dB, Sensitivity 95 dB, Nominal Impedance 8 Ohms, Coverage Pattern 90° x 50°, LF Driver 12" ADR Alpha Range Drivers, 4" VC - Ferrite, HF Driver 1.5" exit compression driver, 3" VC, Crossover Frequency 2.1 kHz or Bi-amplified.	**British Acoustics/ Martin Audio/OHM/ L Acoustics**
6	**Monitor**	12 inch Powered Speaker, Frequency Response (-3 dB) 60 Hz - 20 kHz , Frequency Range (-10 dB) 51 Hz - 20 kHz, Amplifier Power 500W Continuous, 1000W Peak, Maximum SPL 128 dB, Coverage Pattern 100° x 60°, Controls Individual & Master Gain Knobs, Power Switch, LF Driver 12" LF Driver, 2.5" VC - Ferrite, HF Driver 1.4" Titanium Compression Driver - 1" VC, Connectors 2 x Balanced XLR Inputs 1 x Balanced XLR Link Output Power Input, AC Power Input Universal power supply 100 - 240 VAC, 50 - 60 Hz .	**British Acoustics/ Martin Audio/OHM/ L Acoustics**
7	**DSP**	8-in, 8-out DSP Dante Processor with auto mixer, matrix mixer, feedback suppression and Dante audio networking in one purpose-built DSP processor, Input Channels 8 Balanced Mic/Line inputs, Output Channels 8 Balanced Line outputs, Connectors 3.81 mm Pheonix Conectors, 12-pin, Input / Output Impedance Input - 11.5 KΩ, Output - 150Ω, Max. Input Level 14 dBu - Line, -7 dBu - Mic, Phantom Power +48V DC, selectable per input, THD + N Line: -90 dBu (12dBu, 1kHz, A), Mic: -86 dBu (7dBu, 1kHz, A).	**OSL/Shure/ Sennheiser/ JBL**
8	**Amp for Front Fill**	2 - Channel High Performance Amplifier Systems for Install Applications, Power at 4 Ohms (Stereo Mode, All channels driven) 850W, Power at 8 Ohms (Stereo Mode, All channels driven) 400W, Bridged Power at 8 Ohms 1600W, Bridged Power at 4 Ohms 2500W, Dampning Factor > 400 at 8ohms, Signal to Noise Ratio (1 kHz, 8 Ohms) - 105 dB, THD < 0.02% THD / 4ohms and 8 ohms, Controls Sensitivity Selection - High Pass Cut Off - Stereo, Bridge, Parallel Switch".	**British Acoustics/ Martin Audio/OHM/ L Acoustics/Lab Gruppen.**

ANNEXURE - II

AUDIO			
SN	**Description**	**Tender Specification**	**Approve Make**
9	**Amp for Sub and FOH**	2 - Channel High Performance Amplifier Systems for Install Applications, Power at 4 Ohms (Stereo Mode, All channels driven) 2500W, Power at 8 Ohms (Stereo Mode, All channels driven) 1300W, Bridged Power at 8 Ohms 4100W, Bridged Power at 4 Ohms 6400W, Dampning Factor > 400 at 8ohms, Signal to Noise Ratio (1 kHz, 8 Ohms) - 105 dB, THD < 0.02% THD / 4ohms and 8 ohms, Controls Sensitivity Selection - High Pass Cut Off - Stereo, Bridge, Parallel Switch".	**British Acoustics/ Martin Audio/OHM/ L Acoustics/Lab Gruppen.**
10	**Amp for FOH and Delay Fill**	2 - Channel High Performance Amplifier Systems for Install Applications, Power at 4 Ohms (Stereo Mode, All channels driven) 1650W, Power at 8 Ohms (Stereo Mode, All channels driven) 900W, Bridged Power at 8 Ohms 3000W, Bridged Power at 4 Ohms 4000W, Dampning Factor > 400 at 8ohms, Signal to Noise Ratio (1 kHz, 8 Ohms) - 105 dB, THD < 0.02% THD / 4ohms and 8 ohms, Controls Sensitivity Selection - High Pass Cut Off - Stereo, Bridge, Parallel Switch".	**British Acoustics/ Martin Audio/OHM/ L Acoustics/Lab Gruppen.**
11	**Mixer**	32 Frame Compact Analogue Mixing Desk with Dual FX, Number of Input Channels 28 Mono + 2 Stereo Channels, Media Player with USB / BT input, Number of Output Channels Master L+R XLR Output, Zone L+R XLR Output (Sub), USB Intefrace Out, Recording Out (2Track), TRS Aux, Moni-r, FX Mute & Headphone Outputs, Oliver FX Dual FX Engine, Recording 2-Track Recording In/Out, USB Audio Interface Connectivity, Auxes Balanced XLR Setero Aux Out, One TRS Aux Output, Frequency Response 20Hz - 30KHz 0.5dB, Max. Input Level Mic +24dBu, Line +24dBu, Other +20dBu, Max. Output Level XLR +26dBu, TRS +20dBu, Max Input Power 40 Watts, Faders 60mm.	**British Acoustics/Sound craft/Yamaha/Allen& Heath**

ANNEXURE - II

AUDIO			
SN	**Description**	**Tender Specification**	**Approve Make**
12	**Equalizer**	Dual Channel 31-Band Equalizer, 1/3-octave Constant Q frequency bands, Switchable boost/cut ranges of ±6 or ±12 dB, Front panel bypass switch, ±12 dB input gain range, XLR and TRS Inpts and Outputs, Frequency Response of <10Hz to >50kHz, Dynamic range of greater than 108dB	**DBX/ OSL/ DIGICO/ Waves**
13	**Wireless Handheld Mic**	Wireless Handheld Receiver with Diversity Principle: True Diversity, No. of Channels : 1, Frequency response 20-20 Khz, Frequency Selection: Auto, Modulation : Wideband FM, Attenuation : 0 to 14 Db selectable , LED Display, Range : 100 meters, With RF Shielding and Wireless Handheld Microphone Transmitter with Microphone with Display on Transmitter, Type : Dynamic, RF Power Output : 30mW, Polar Pattern: -Cardioid, Frequency response: 55 Hz to 20Khz, Mute Button on Transmitter, Battery Operation time: 8 hour with rechargeable battery, Range : 100 meters, PLL Synthesized Circuits.	**OSL/ Beyerdynamic/ Shure/ Sennheiser**
14	**Wireless Lapel Mic**	Wireless Handheld Receiver with Diversity Principle: True Diversity, No. of Channels : 1, Frequency response 20-20 Khz, Frequency Selection: Auto, Modulation : Wideband FM, Attenuation : 0 to 14 Db selectable , LED Display, Range : 100 meters, With RF Shielding and Wireless Handheld Microphone Transmitter with Wireless Bodypack Transmitter with RF Power Output : 30mW, Frequency response: 20 Hz to 20Khz, Volume & Mute Button on Transmitter, Battery Operation time: 8 hour with rechargeable battery, Range : 100 meters, PLL Synthesized Circuits.	**OSL/ Beyerdynamic/ Shure/ Sennheiser**
15	**Instrument Mic**	Instrument microphone (supercardioid, hybrid condenser) for drum overheads with 3-pin XLR-M. Includes (1) Mic clip and (1) travel pouch.	**DPA/ OSL/ Neumann/ Sennheiser**
16	**Vocal Mic**	High-performance Handheld Vocal Microphone (cardioid, dynamic) with metal housing & adapted sensitivity for deep vocals. Includes (1) Travel Case (2) Placement Rings & (2) Wind Protectors..	**DPA/ OSL/ Neumann/ Sennheiser**

ANNEXURE - II

AUDIO			
SN	**Description**	**Tender Specification**	**Approve Make**
17	**Podium mic**	21" Gooseneck Microphone with Electret Condenser, Polar Pattern: Supercardioid, Freq. Response: 20-17 kHz, Max SPL: 140 dB, Working Volatge: 48V DC Phantom Power. And Gooseneck Base with Switch, Frequency Response 20~20,000 Hz, Power Requirement Phantom power 48V or battery power 1.5V*2 (ST-5030i work with 12~48V Phantom power), Current Consumption-Stand-by 2.4mA, Current Consumption-Operating 6.6mA, Switches Microphone selection:ECM MIC unbalanced input, ECM MIC balanced input, Dynamic MIC input Magnetic switch: power on/off,	**DPA/ OSL/ Neumann/ Sennheiser**
18	**Mic Stand**	Supply of Mic Stand Big	**Ahuja / Samson / K&M**
19	**Speaker Cable**	SITC of 2 core shielded PVC insulated Cu conduction speaker cable, complete with standard accessories.	**Krystal / Belden/ Liberty/ klotz**
20	**Microphone Cable**	SITC of 2 core shielded PVC insulated Cu conduction microphone cable, complete with standard accessories.	**Krystal / Belden/ Liberty klotz**
21	**PVC Conduit**	PVC conduit, 25mm diameter, and accessories with ISI mark	
22	**Rack**	17U Equipment Rack for housing all rack mountable equipments with internal wiring, front glass door; heat dessipation fans; movement wheels, power distribution units etc, complete with standard	**Dlink, Netrack**
23	**Connectors**	Connectors & Patch cords	**Krystal, Belden**
24	**Snake Cable**	16/24 Channel Snake Cable	**Krystal, Belden**
25	**Stage Box**	16/8 input stage box	**Krystal, Belden**
26	**DI**	Supply of DI Box	**Behringer, BSS**

ANNEXURE - III

ACTIVE LED

<table>
<tr><th colspan="5">ACTIVE LED</th></tr>
<tr><th>Sr No</th><th colspan="3">TENDER SPECIFICATION</th><th>Approve Make</th></tr>
<tr><td rowspan="14">1</td><td colspan="3">Desired Active LED Size: Width 16 feet x Height 9 feet LED Screen, Pixel Pitch : 3.91mm or less, with predefined resolution according to pixel pitch. Includes:
> LED Cabinets Size 500mmx1000mm
> UHD Controller as per Screen Requirement of Same brand with inbuilt Video Processor
> High Standard Cabinet i.e. Die Casting Magnesium or Aluminum, Light Weight Cabinet i.e. 26 Kg per sqm or less, Slim Cabinet i.e. 70mm or less
> Viewing Angle 160 / 160 , IP30/IP30 front and Back Protection
> Refresh Rate 3840 Hz or more > Minimum Brightness 1000 nits or more > Lifetime 1,00,000 hours or more, Contrast 5000:1 or more</td><td rowspan="14"></td></tr>
<tr><td colspan="3">Detailed Tender Specs Compliance</td></tr>
<tr><td colspan="3">Active LED Wall of Minimum width 16ft x height 9ft size with 3.91 mm or less Pixel Pitch as per following technical specifications complete in all respect</td></tr>
<tr><td rowspan="8">General Specification</td><td>Pitch pitch</td><td>3.91mm or less</td></tr>
<tr><td>Pixel Configuration</td><td>3 in 1 SMD</td></tr>
<tr><td>Weight per Square Meter (kg/㎡)</td><td>27 or less</td></tr>
<tr><td>Physical Pixel Density (pixels/㎡)</td><td>65536 or more</td></tr>
<tr><td>Flatness of Unit Case (mm)</td><td>±0.5 or less</td></tr>
<tr><td>Cabinet Depth</td><td>70mm or less</td></tr>
<tr><td>Unit Case material</td><td>Die Casting Magnisium or Aluminium</td></tr>
<tr><td>Service access</td><td>Front</td></tr>
<tr><td rowspan="2"></td><td>Minimum Brightness (After Calibration)</td><td>1000 cd/m2 or more</td></tr>
<tr><td>Color Temperature</td><td>3000 - 10000 or better</td></tr>
</table>

ANNEXURE - III

ACTIVE LED				
Sr No	**TENDER SPECIFICATION**			**Approve Make**
	Optical Specifications	Visual Viewing Angle (Horizontal)	160 or more	**PANASONIC, LG, GLOBUS**
		Visual Viewing Angle (Vertical)	160 or more	
		Brightness Uniformity	97% or more	
		Contrast Ratio (TYP)	5000:1 or more	
		Processing Depth (bit)	16 or more	
		Power Consumption (W/m², Max.)	600 or less	
		Power Supply (V)	100 to 240	
		Frame Rate (Hz)	50 or more	
		Refresh Rate (Hz)	**3840 or more**	
	Operation Specifications	Lifetime	100000 hr or more	
		IP rating Front	IP30	
		IP rating Rear	IP30	
		Spares	Minimum 5% Spares parts to be supplied along	
		Warranty	2 Years	
	LED Controller of same Make as LED Screen with Orginal OEM Software for Configuration	Inputs	1 x HDMI, DVI/DP	
		LED Controller of Same Make as LED Screen	Yes	
		Resolution Supported	1920 x 1200 @ 60HZ or better	
		Output Pixel	3.9 Million or more	
		Control Ports	RS232 and LAN	
		LAN Output	Minimum 6 or more	
		Video Processing	Cropping , scaling , PIP, Switching	
		Chrome Adjustment	Yes	
		Brightness Adjustment	Yes	
		Scaling	Yes	
		HDR	Yes	

ANNEXURE - III

ACTIVE LED				
Sr No	**TENDER SPECIFICATION**			**Approve Make**
		Digital Signage Media player & Software for designing and playing content on Screen should be from same OEM	Yes	
		Signal Redundancy Support	Yes	
		Certificate	BIS	
	OEM Eligibility	OEM Should have registered office in India from last 15 years		
		Product proposed should be present on the OEM website.		
		ISO Certification of OEM		
		OEM Should have Valid GST Number in india		
2	**HDMI SWITCH**	It should allows up to 4 HDMI sources to be connected to one HDMI display. It should support quick and easy switching between HDMI sources via front panel pushbuttons or IR remote control. It should support built-in bi-directional RS-232 serial port for high-end system control. It should support Dolby True HD and DTS HD Master Audio. It should support up to 60 Hz refresh rate. It should support long-distance transmission - up to 15 m (24 AWG). It should support superior video quality - HDTV resolutions of 480p, 720p, 1080i, 1080p (1920x1080); VGA, SVGA, SXGA, UXGA, and WUXGA (1920x1200). It should support HDMI (3D, Deep Color).		**ATEN / EXTRON / CRESTRON**

ANNEXURE - III

ACTIVE LED			
Sr No	**TENDER SPECIFICATION**		**Approve Make**
3	**HDMI EXTENDER**	It should Extends the distance between HDMI source and HDMI display. It should Implements HD Base T - Lite extension technology using only one Cat 5 cable to connect the transmitter and receiver. It should be HDMI (3D, Deep Color, 4kx2k); HDCP Compatible. It should support Long distance transmission - up to 70m. It should Supports resolutions of up to Ultra HD 4kx2k and 1080p Full HD. It should selects the optimum EDID settings for smooth power-up and highest quality display. It should Supports up to 340MHz bandwidth for high performance video. It should Supports Dolby True HD and DTS HD Master Audio. It should have Max. Data Rate 10.2 Gbps (3.4 Gbps Per Lane). It should support Max. Resolutions / Distance Up to Up to 4K@35m (Cat 5e/6) / 40m (Cat 6a/Cat6); 1080p@60m (Cat 5e/6) / 70m (Cat 6a/ Cat6).	**ATEN / EXTRON / CRESTRON**
4	**HDMI CABLES (10-15)M**	It should support crystal clear video quality: up to 4K (4096 x 2160 @30Hz). It should support HDMI Ethernet Channel functionality: additional dedicated data channel supports networking. It should support HDMI and It should be HDCP 2.2 compatible. It should have Gold-plated connectors for reliable transmissions	**ATEN / EXTRON / CRESTRON**

ANNEXURE - IV

STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
1	**LED PARCAN LIGHT**	CE Certified LED PARCAN Light with latest RDM technology for user friendly operation with below specifications: • Light Source : Single COB LED Source,• Power Factor : >0.95 @ 230V AC 50Hz, • Color Temperature : 3200K with CRI & TLCI Value > 90, • Power cable: 3 core 1 sq. mm. copper PVC insulated, • Channels: 1/2 DMX-512 Channel Modes, • Beam angle: 9°/15°/20°/25°/30° Manually Selectable, • Control mode: RDM, DMX512 & Manual, Master/Slave, Auto run, • Fully RDM Compliant in DMX Mode for the Lighting Console mentioned in this project. • LUX @ 2m: > 40,000 @ 9° Beam Angle, • Flickering Rate : more than 10000 FPS, • Dimming: 0 - 100% Electronic Dimming, • Function: Strobe, Dimming, • Housing : Spun Aluminium Housing with black epoxy polyster powder coated finish. • Accessory slot for Gel frame and Barndoor should be available or else fixture will be rejected. • Power and DMX: Loop in and loop out compulsary, • DMX in & Out Through : 5 Pin XLR connectors, • Certification: CE / BIS	**Martin, Canara lighting, Spotlight, ETC, Kadence**
2	**LED BLINDER LIGHT**	CE Certified LED Blinder Effect Light with latest RDM technology for user friendly operation with below specifications: • Light Source : Quad LED COB Source, • Power Factor : >0.95 @ 230V AC 50Hz, • Color Temeráture : 3200K, CRI & TLCI Value > 95, • R9 Value > 94, • Power cable: 3 core 1 sq. mm. copper PVC insulated, • Channels: 4/8 DMX-512 Channel Modes, • Beam Angle : 40°, • Control mode: RDM, DMX512 & Manual, Master/Slave, Auto run, • Fully RDM Compliant in DMX Mode for the Lighting Console mentioned in this project. • Lux output at 2 Mtr : > 8,000 Lux @ 40°, • Flickering Rate : more than 10000 FPS, • Dimming: 0 - 100% Electronic Dimming, • Power and DMX: Loop in and loop out compulsary, • DMX in & Out Through : 5 Pin XLR connectors, • Certification: CE / BIS	**Martin, Canara lighting, Spotlight, ETC, Kadence**

ANNEXURE - IV STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
3	**54 X 3W PAR LIGHT**	CE Certified LED PAR Light with latest RDM technology for user friendly operation with below specifications: • Base Color RGBW Color Mixing, • LED Configuration : Multiple Nos Individual RGBW LED Configuartion, • Power cable: 3 core 1 sq. mm. copper PVC insulated, • Channels: 8 DMX-512, • Beam angle: 15°, • Control mode: RDM, DMX512 & Manual, Master/Slave, Auto run, Sound Active, • Fully RDM Compliant in DMX Mode for the Lighting Console mentioned in this project. • LUX @ 2m: >10,500 @ 15° Beam Angle, • Dimming: 0 - 100% Electronic Dimming, • Function: strobe, dimming, sound active and Master slave. • Housing: Die Casted Aluminium or Metal Housing with black epoxy polyster powder coated finish. • Accessory slot for Gel frame and Barndoor should be available or else fixture will be rejected. • Power and DMX: Loop in and loop out compulsary, • DMX in & Out Through : 5 Pin XLR connectors, • Certification: CE / BIS	**Martin, Canara lighting, Spotlight, ETC, Kadence**
4	**54 X 3W 3200K LIGHT**	CE Certified LED PAR Light with latest RDM technology for user friendly operation with below specifications: • Base Color 3200K Color Mixing • LED Configuration : Multiple Nos Individual 3200K LED Configuartion, • Power cable: 3 core 1 sq. mm. copper PVC insulated, • Channels: 1 DMX-512, • Beam angle: 15°, • Control mode: RDM, DMX512 & Manual, • Fully RDM Compliant in DMX Mode for the Lighting Console mentioned in this project. • LUX @ 2m: >7,500 @ 15° Beam Angle, • Dimming: 0 - 100% Electronic Dimming, • Function: strobe, dimming, sound active and Master slave. • Housing: Die Casted Aluminium or Metal Housing with black epoxy polyster powder coated finish. • Accessory slot for Gel frame and Barndoor should be available or else fixture will be rejected. • Power and DMX: Loop in and loop out compulsary, • DMX in & Out Through : 5 Pin XLR connectors • Certification: CE / BIS	**Martin, Canara lighting, Spotlight, ETC, Kadence**

ANNEXURE - IV STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
5	**LED PROFILE LIGHT**	CE Certified LED Profile Spot Light with latest RDM technology for user friendly operation with below specifications: • Light Source : Single LED COB Source, • Power Factor : >0.95 @ 230V AC 50Hz, • Color Temerature : 3200K, CRI & TLCI Value > 95, • R9 Value > 94, • Power cable: 3 core 1 sq. mm. copper PVC insulated, • Channels: 1/2/3 DMX-512 Channel Modes, • Beam Angle : 19° or 15°, • Control mode: RDM, DMX512 & Manual, Master/Slave, Auto run, • Fully RDM Compliant in DMX Mode for the Lighting Console mentioned in this project. • Lux output at 2 Mtr : > 27,500 Lux @ 19° or 15°, • Flickering Rate : more than 10000 FPS, • Dimming: 0 - 100% Electronic Dimming, • 4 Beam shaping shutters, • Accessory slot for Gobo and gobo holder, Iris & Color Frame should be available or else fixture will be rejected. • Housing: Metal Housing with black epoxy polyster powder coated finish or PVC Body with matt black finish, • Power and DMX: Loop in and loop out compulsary, • DMX in & Out Through : 5 Pin XLR connectors, • Certification: CE / BIS	**Martin, Canara lighting, Spotlight, ETC, Kadence**
6	**LED MOVING HEAD LIGHT**	CE Certified 150W LED Beam, Spot, Wash MOVING Light with RDM protocol and Hi grade plastic body black color with following specifications - • LED : 150W, • Beam Angle : 3°~7°, Zoom Angle : 7°~21° • Power Consumption : 150W ± 10%, • Light Out put : 19,000-20,000 Lux at 2 Mtrs, • Color Wheel : Minimum 7 Colors and open or More, • Fixed Gobo Wheel : Minimum 10 Fixed Gobos or More • Rotating Gobo wheel : Minimum 6 Rotating Gobos or More • User Interface : 4 Nos High Precision Membrane type selector switch with LCD Display, • Fully RDM Compliant when in DMX mode, • Dimming : 0 to 100% 16 Bit Linear Dimming, • DMX data IN / OUT: 5 pin locking XLR, • Cooling system with low noise fan for forced ventilation, • 3 Mtr 3 core 1 mm² FRLS & ISI mark cable with 3pin IEC Male Plug with proper earthing, • 3 mtr DMX loop cable with cable mount 5 pin locking XLR, • CE Certificate should be enclosed to ensure the required quality and safety of the products.	**Martin, Canara lighting, Spotlight, ETC, Kadence**

ANNEXURE - IV STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
7	**C - Clamp**	Die cast Aluminium C - Clamp with safety chain duly epoxy polyester powder coated in black matt texture finish and safe working load of 100kg with below specifications. • Lock - MS threaded Galvanized lock key, • Plastic Glass filled nylon moulded M6 key. • Receptacle - 28mm standard TV spigot. • Safety - MS Galvanized chain with pin. • Finish - Pretreated and black epoxy polyester powder coated. • Self-weight - 0.54Kg	**Canara lighting, Effectron, Manfrotto, ETC, Kadence Avengers**
8	**Safety Bond**	Safety bond with lock clip 1.5 Mtr Long made with twisted pair of GI wire rope, 2mm or 3mm Thickness with sleeve to be fixed around the grid to avoid fall of the material in case if the "C" clamp is not locked properly. SWL 150Kgs.	**Canara lighting, Effectron, Manfrotto, ETC, Kadence Avengers**
9	**Identification Name Plate**	79mm Round Identification name plate duly epoxy polyester powder coated in matt texture finish.	**Canara lighting, Effectron, Manfrotto, ETC, Kadence Avengers**
10	**C Track**	MS C track of size 50 x 40 mm size with 3mm thickness or higher size, Self-weight 3.3Kg per mtr. All the materials under gone through 7 tank process with various chemical treatment to keep them rust free with and duly epoxy polyester powder coated in black matt texture finish.	**Canara lighting, Effectron, Manfrotto, ETC, Kadence Avengers**

ANNEXURE - IV

STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
11	**Suspender**	Customized MS Suspenders made up of • MS fish plate 150 x 150 x 6 mm with hardware's if required as per site condition • MS Angle 40 x 40 x 5 mm or higher size required length as per site condition to Hold the "C" track rigidly held With SWL of 200kg. (As per site requirement). • Height adjustable M12 stud of suitable length as per site requirement along with suitable hardware's with pipe coupler clamp. (As per site requirement). • All the materials under gone through 7 tank process with various chemical treatment to keep them rust free with and duly epoxy polyester powder coated in black matt texture finish.	**Custom Made**
12	**Fixed Stage Light Bar**	Fixed Stage Light Bar, length 6 Mtrs made using MS 40NB Class 'B' Pipe dual barrel construction arrangement undergone through various chemical treatment to keep them rust free and duly epoxy polyester powder coated in black matt texture finish with Below Specifications: • Dual barrel Light bar equipped with 40x75x40 Cable trenching arrangement with lid for better aesthetic look and cable safety. • Dual barrel pipe construction welded with 75x6mm MS Flat in every 1 Mtr for better strength • With Suitable Suspenders to fix the light bar with every 2mtr pitch.	**Canara lighting, ETC, Avengers**

ANNEXURE - IV

STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
13	**Front of house Light Bar**	CE Certified Motorised FOH Light bar Suitable Length 8 Mtrs as per site requiremnents, Suitable Capacity 3 Phase AC Motor with DC Brake & Gear box with black epoxy polyester powder coated with following specifications - • 40NB, 48mm OD dual barrel dual construction arrangement with 75x6mm MS Flat in every 2 m and with 40x75 Cable trunking with lid. • MS fabricated cable retractor made up of CRCA MS Sheet 20SWG 1300mm each length with hinge rod • Specially designed compact 80:1 Worm reduction gear box, B5 Flange. • Double Cam type Upper and lower limit controller 5mm, 6x19 GI wire rope preformed for lifting the Light bar • Pile winding type winch with MS circular Plates for rope winding • Safe Working Load 180 kg	**Canara lighting, ETC, Avengers**

ANNEXURE - IV

STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
14	**Main Curtain track system**	Main Curtain track system 9 Mtrs long, center parting with overlap of 0.9mtr arrangement undergone through various chemical treatment to keep them rust free and duly epoxy polyester powder coated in black matt texture finish with Below Specifications: • Heavy duty curtain track duly epoxy polyester powder coated in black matt texture finish. • 1.0 HP Motor, 3 Phase Motor. • GI wire ropes with steel core at center. • Curtain holding trollies placed uniformly at specific interval of 200mm /250 mm throughout the track. • Diverter pulley • MS yellow passivized Routing pulleys with ball bearing for smoother noiseless movement 165mm for outer diameter, 145mm diameter at groove base with 12mm pulley thickness. • All the materials under gone through 7 tank process with various chemical treatment to keep them rust free with and duly epoxy polyester powder coated in black matt texture finish.	**Canara / Custom / Motor Makes - Siemens, Crompton, ABB, Kirloskar**

ANNEXURE - IV

STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
15	**Rear Curtain track system**	Rear Curtain track system 9 Mtrs long, center parting with overlap of 0.9mtr arrangement undergone through various chemical treatment to keep them rust free and duly epoxy polyester powder coated in black matt texture finish with Below Specifications: • Heavy duty curtain track duly epoxy polyester powder coated in black matt texture finish. • 1.0 HP Motor, 3 Phase Motor. • GI wire ropes with steel core at center. • Curtain holding trollies placed uniformly at specific interval of 200mm /250 mm throughout the track. • Diverter pulley • MS yellow passivized Routing pulleys with ball bearing for smoother noiseless movement 165mm for outer diameter, 145mm diameter at groove base with 12mm pulley thickness. • All the materials under gone through 7 tank process with various chemical treatment to keep them rust free with and duly epoxy polyester powder coated in black matt texture finish.	**Canara / Custom / Motor Makes - Siemens, Crompton, ABB, Kirloskar**
16	**Main Valance Bar**	Main Valance Bar, length 9 Mtrs made using 40NB, 48mm OD construction arrangement 2mm Thickness undergone through various chemical treatment to keep them rust free and duly epoxy polyester powder coated in black matt texture finish with suitable suspenders.	**Custom**
17	**Frill Bar**	Frill Bar, length 6 Mtrs made using 40NB, 48mm OD construction arrangement 2mm Thickness undergone through various chemical treatment to keep them rust free and duly epoxy polyester powder coated in black matt texture finish with suitable suspenders.	**Custom**

ANNEXURE - IV STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
18	**Wing Frame**	MS, Wing frame made out of 25X25mm or higher size made of MS square pipe with 2mm in thickness undergone through various chemical treatment to keep them rust free and duly powder coated in black matt texture finish with Below Specifications: • Wing Frame Size 5.5 x 1.5 Mtr • 1.5meter wing track of 48x84mm with grid mount brackets made of 40X50X40mm C track, • Pivotable 4 wheeled suspension trolley, • Adjustable floor locking screw jacks with rubber grips, • Inverted 4-Wheeler Trolley with Flexi Adaptor Clamp, • Heavy duty wing track to be laid for minimum length of 1.5mtr, along the width of the stage. • 360° Rotatable and can move in unidirectional • All the materials under gone through 7 tank process with various chemical treatment to keep them rust free with and duly epoxy polyester powder coated in black matt texture finish.	**Custom**
19	**Side Lighting Ladder**	MS Side Lighting Ladder of suitable length and Width (Min 2400 mm Height & 600 mm Width) • Made using 40NB, 48MM OD, 2mm thickness MS Pipe • Suitable suspender and clamps made with MS Angle of size 40x40x5 mm thick or higher size • Inverted 4-Wheeler Trolley with Flexi Adaptor Clamp, • Heavy duty Ladder Track to be laid throughout the depth of the stage. • 360° Rotatable and can move in unidirectional • All the materials under gone through 7 tank process with various chemical treatment to keep them rust free with and duly epoxy polyester powder coated in black matt texture finish.	**Custom**
20	**Lighting Junction box**	MS Fabricated 4 way 10A, 250V A.C, IEC, Lighting Junction box made up of 22SWG CRCA for LED lighting fixtures with Pipe clamp arrangement for fixing on pipe grid or Raul plug arrangement for wall/floor fixing, duly black epoxy polyester powder coated texture finish.	**Canara lighting, Liteputer, Nutrik, Amphenol**

ANNEXURE - IV STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
21	**Splitter & Console Junction Box**	MS Fabricated 2 way 10A, 250V A.C, IEC, Junction box made up of 22SWG CRCA with rocker switch to power up splitter and console with Pipe clamp on pipe grid arrangement for fixing or Raul plug arrangement for wall/floor fixing, duly black epoxy polyester powder coated texture finish.	**Canara lighting, Liteputer, Nutrik, Amphenol**
22	**DMX Signal IN Junction box**	MS Fabricated 5 pin DMX Signal IN Junction box fitted with 5 pin DMX Male socket, junction box made up of 22SWG CRCA, with Pipe clamp on pipe grid arrangement for fixing or Raul plug arrangement for wall/floor fixing, black epoxy polyester powder coated, duly black epoxy polyester powder coated texture finish.	**Canara lighting, Liteputer, Nutrik, Amphenol**
23	**DMX Signal OUT Junction box**	MS Fabricated 5 pin DMX Signal OUT Junction box fitted with 5 pin DMX female socket, junction box made up of 22SWG CRCA, with Pipe clamp on pipe grid arrangement for fixing or Raul plug arrangement for wall/floor fixing, black epoxy polyester powder coated, duly black epoxy polyester powder coated texture finish.	**Canara lighting, Liteputer, Nutrik, Amphenol**
24	**DMX Signal Loop Junction box**	MS Fabricated 5 pin DMX Signal Loop Junction box fitted with 5 pin DMX male/female socket, junction box made up of 22SWG CRCA, with Pipe clamp on pipe grid arrangement for fixing or Raul plug arrangement for wall/floor fixing, black epoxy polyester powder coated, duly black epoxy polyester powder coated texture finish.	**Canara lighting, Liteputer, Nutrik, Amphenol**
25	**Direct Lighting Distribution Board**	MS Fabricated Direct Lighting Distribution Board fitted with 32A TPN Incomer and 12 Way SP MCB Panel, RYB Indicators and suitable size gland for Incomer and outgoing cables with Terminal connectors & FRLS Grade cables for internal wiring and door, duly epoxy polyester powder coated.	**L&T, Legrand, Siemens, Schneider, Hager, ABB**

ANNEXURE - IV

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
26	**Auxiliary Marshalling Box**	Auxiliary marshalling box for power and signal cable termination in grid level and in Motorised Light bar • CE Marked FC/PG cable entry gland required Nos as per cable entry. • MS channel arranging to fix terminal connector, required nos with separation plate and each end is completed with adding end plate with end cap. • Grey terminal connector with each line having P, N, E Indication for each line incoming and out going cable connectors. • Box door must be made with Hingeable door with screw lock. • Made up of 20SWG CRCA sheet undergone through 7 tank process with various chemical treatment to keep them rust free, duly epoxy polyester powder coated with Matt black texture finish.	**Canara lighting, Liteputer, Nutrik, Amphenol**
27	**Motor Cable Termination Box**	Motor Cable Termination box for power cable termination at grid level. • CE certified FC/PG 11 & 13.5 cable entry gland required Nos as per cable entry. • MS channel arranging to fix grey terminal connector, required nos with separation plate and each end is completed with adding end plate with end cap. • Grey terminal connector with each line having L1, L2, L3, E, 6 , 2 , 4 Indication for each line incoming and outgoing cable connectors (L1, L2, L3, E for Power supply & 6 , 2 , 4 for Limit Switch connection) • Box door must be made with Hingeable door with screw lock. • Grid mount fixing arrangement for fixing on grid or Anchor fastener for wall/floor fixing, • MS Boxe made up of 20SWG CRCA sheet undergone through 7 tank process with various chemical treatment to keep them rust free, duly epoxy polyester powder coated with Matt black texture finish.	**Canara lighting, Liteputer, Nutrik, Amphenol**

ANNEXURE - IV STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
28	**Motor Control Center Panel**	MS Fabricated Combined 3 Way Motor Control Center panel cum Remote Control panel for Light bars and Curtain system made up of CRCA sheet undergone through 7 tank process with various chemical treatment to keep them rust free, duly epoxy polyester powder coated with Matt seaman's grey texture finish with following specifications. • 16A TP or TPN Incomer. • Main Contactor of 9A 240V 4 pole contactor with 04 -06A Over Load relay for safety, • 24V 4 pole Low Voltage Contactors, • 240V / 24 V Step-down transformer for Low voltage Contactors, • All the FRLS PVC ISI Marking cables inside the panel routed through PVC gray color cable trough.• Red Color Mushroom head push button for emergency stop, • Yellow color reset push button, • Master sector actuator switch with 3 Position UP, DOWN & OFF, • Spring return selector switch for each hoist with UP & DOWN indication. • All the cables inside the panel routed through PVC gray color cable trough. • Panel Including wiring with proper earthing.	**L&T, Legrand, Siemens, Schneider, Hager, ABB**
29	**Splitter**	RDM Compatible DMX Splitter unit with Minimum following specifications. ● 1 Nos 5 Pin DMX In socket and 8 Nos 5 Pin DMX Out socket ● In and out signal Optically Isolated ● Atleast 8 LED Indicator for check the signal flow in each output. ●Suitable for standard 19" cabinet ● Duly black epoxy polyester powder coated texture finish.	**Liteputer, Zero88, Canara, LSC, MA Lighting, Chamsys**
30	**Lighting console**	Digital Lighting console with Minimum following specifications. ● 512 Channel, 2 Output ● No. Of Direct Fixture Control : Atleast 200 or more ● No. Of Faders : Atleast 12 ● Atleast 4 Encoder Wheels ● 7" Touch screen display for navigation ● Backlight Keyboard ● Numeric Key Board	**Liteputer, Zero88, Canara, LSC, MA Lighting, Chamsys**

ANNEXURE - IV STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
31	**XLR male / female connectors**	5 pin XLR male / female connectors of made up of Extra high temperature resistant insulator material, Larger solder contacts for easier termination.	**Canara lighting, Liteputer, Nutrik, Amphenol**
32	**XLR Termination plug**	5 Pin XLR Termination plug made up of extra high temperature resistant insulator material, Larger solder contacts for easier termination with 120 Ohm resister with 0.25Watt for signal termination.	**Canara lighting, Liteputer, Nutrik, Amphenol**
33	**Fabric**	Main Valance Fabric : Fire retardant velvette fabric 100% (2 times of the finished dimension) gathering as per the approved patern and colour, not less than 200 GSM, duly stitched along with eyelets. Size : L 9 x H 1.2 MTR	**Custom/Ompile/Nexgen**
34	**Fabric**	Main Curtain Fabric : Fire retardant velvette fabric with lining 100% (2 times of the finished dimension) gathering as per the approved patern and colour, not less than 200 GSM, duly stitched along with eyelets. Size : L 10 x H 5.5 MTR	**Custom/Ompile/Nexgen**
35	**Fabric**	Rear Curtain Fabric : Fire retardant cotton fabric 50% gathering for as per the approved patern and colour, not less than 200 GSM, duly stitched along with eyelets. Size : L 10 x H 5.5 MTR	**Custom/Ompile/Nexgen**
36	**Fabric**	Frill Fabric : Fire retardant cotton fabric 50% gathering as per the approved patern and colour, not less than 200 GSM, duly stitched along with eyelets. Size : L 6 x H 1.2 MTR	**Custom/Ompile/Nexgen**
37	**Fabric**	Wing Fabric : Fire retardant cotton fabric 0% gathering for as per the approved patern and colour, not less than 200 GSM, duly stitched along with eyelets. Size : H 5.5 x W 3.1 MTR	**Custom/Ompile/Nexgen**

ANNEXURE - IV STAGE LIGHTING AND STAGE CRAFTING

STAGE LIGHTING AND STAGE CRAFTING			
SN	**TYPE**	**TENDER SPECIFICATION**	**Approve Make**
38	**Power cable**	PVC Copper unarmoured flexible FRLS insulated multicore cable 1100V grade confirming to IS694 size 7cx1.5 sq mm.	**POLYCAB/ KEI**
39	**Power cable**	PVC Copper unarmoured flexible FRLS insulated multicore cable 1100V grade confirming to IS694 size 4cx4 sq mm.	**POLYCAB/ KEI**
40	**Power cable**	PVC Copper unarmoured flexible FRLS insulated multicore cable 1100V grade confirming to IS694 size 3cx1.5 sq mm.	**POLYCAB/ KEI**
41	**Signal cable**	SITC of 2 Core DMX Cable with Sheathed housing on the cable, well designed insulation, low noise suitable to transmet DMX signal.	**POLYCAB/ KEI**
42	**Cable Raceways**	MS perforated tray of Size 40 x 75 x 40mm & 1.6 mm Thickness undergone through 7 tank process with various chemical treatment to keep them rust free, duly epoxy polyester powder coated with Matt black texture finish along with clamping arrangement.	**Ricco, Plico, Canara, Legrand, Slotco**
43	**Internal earthing**	Internal earthing copper bare conductor of size 14 SWG for power network related to work coming under our scope.	**Custom**

ANNEXURE - V

AUDITORIUM SEATING

SN	TENDER SPECIFICATION	Approve Make
1	**Retractable Seating System:** 1. Fully Upholstered tip-up chair with individual Plastic Armrest (with cup holder) - Noiseless tip-up mechanism, Counter Balanced Weight, Noiseless Damping - Seat & Back: Fully upholstered seat and backrest with 18mm Thick insert plywood - Foam: Seat - 45mmT Polyurethane foam; Backrest - 40mmT Polyurethane foam Arm rest: ABS plastic 2) Seating Capacity: Total 140 seats (576mm seat centre to centre) 3) No of rows: 10 seating rows 4) 1 DECK 1 ROWS SYSTEM (Single Platform Rows) 5) Platform depth: 1,200mm 6) Row rise: 300mm per seating rows 7) Type of operation: - Platform extending / closing: Automatic - Chair folding down mechanism: Manual with soft closing 8) Type of storage: Wall & Floor Fixed type 9) Gas Spring Type Chair Operation Box 10) Seat Numbering and Row letter	**FERCO, HUSSEY**
2	**Telescopic platform consists of -** - Steel under structure (Powder coated) - Platform : Deco tile or Carpet on 18mm Thick plywood - Step frame (Single steps, 1200mm W) - Control Panel & Electric Parts (Including Wired controller) (Including Auto stop function when system is fully extended / closed) - Automatic Pulling Unit (0.5HP Motor) - Chairs : (on the Telescopic Platforms) on the platform - Chairs folding down mechanism (Manual with soft closing mechanism) (Chairs can be folded down manually when the platforms are retracted) (Chairs raising for use after the platforms are extended is manual) - Side Guardrails : Fixed & Self Storing Type	**FERCO, HUSSEY**

ANNEXURE - VI

AUDITORIUM WOODEN FLOORING & BADMINTON COURT		
SN	**TENDER SPECIFICATION**	**Quoted Make / Model**
1	**Stage Flooring:** Engineered Wooden Flooring: Providing and laying 8mm to 9mm thick LAMINATE WOODEN FLOORING of PERGO ORIGINAL or equivalent (matt finish) consisting of panels of size 1194mm x 194mm having class of use - 23 / 33, wear resistance level of AC5 as per EN 13329 with a high-pressure Laminate surface treated with aluminium oxide and a specially patented SURFACE GUARD + on top of a high density fibre board with a density of 910 kg/cum. The panels having a click system tongue and groove joint to secure a long-lasting joint with the edges duly impregnated with paraffin. The floating laminate flooring shall be laid over a 0.20mm thick polythene film to form a vapour barrier and 2mm to 3mm thick PERGO FOAM under layer to reduce impact sound etc., complete all as per manufacturers specification and directions of engineer-incharge at all heights and levels etc.,	**As per Company's Approval**
2	**Wooden Badminton Court:** Sports maple wooden flooring Surface Board: maple wood finished with 21mm thick, 57 to 83mm wide and in random length in tongue and groove shape. The Under Frame: made of commercial quality imported pine wood runners of 70mm x 45mm treated with anti-termite solution and fixed on the bottom side with 10mm thick air cushioned EPDM Rubber pads, stappled through the two wings at 300mm x 300mm/350mm x 350mm as per end user requirement.	**As per Company's Approval**

ANNEXURE - VII

HVAC SYSTEM (DUCTING TYPE & CASSETTE TYPE)		
SN	**TENDER SPECIFICATION**	**Quoted Make / Model**
1	**HVAC (Main Hall Ducting AC)** Variable Refrigerant Flow /Volume System (VRF/VRV) with All-Inverter driven Compressor, modular type air-conditioning system for cooling applications, complete with indoor and outdoor units, wired remote controller, interconnected refrigerant piping and control cabling, Y-joints, refrigerant gas charging, MS frame work for mounting of outdoor units with rubber pads as required including pressure testing & flushing of pipeline system with nitrogen, etc. as per given details with specifications as follows: (i) 415V-3 Ph- 50Hz Top Discharge Modular type Cooling Next generation Variable Refrigerant Flow system, each Outdoor unit comprises of All 100% Inverter driven double scroll Compressors, air cooled condenser with protective coated fins heat exchanger corrosion free factory coated propeller type fan with motor, Outdoor must be capable of working within wide range of voltage fluctuation from 320 v to 460v auto addressing setting refrigerant cooled PCB, electronic expansion valve Outdoor mounting frame, microprocessor panel, subcooler, accumulator, isolating valve, VRF system shall be suitable for working on 54 degree centigrade the unit shall be suitable for operation with 410 refrigerant. (ii) Modular type low noise outdoor condensing units, comprising of low pressure shell type inverter driven highly efficient Scroll Compressor, blue fin treated condenser coil for corrosion resistant, BLDC fan motor, high ESP and low noise aerodynamic condenser fan, efficient COP, protection devices for inverter circuit (compressor / fan) and fan motor, capable to operate at a temperature range of 10 to 52°C ambient conditions and power source of 3 Phase, 380-400-415V, 50Hz with other accessories as required for smooth operation of the system. Outdoor Unit : 30 HP Indoor Units: Medium static ductable type unit of following capacities. The unit shall have inbuilt drain pump. Capacity 4.0 TR Supply, Installation, testing and commissioning of Refnet Joints (Y-joint) Supply, Installation, testing and commissioning of Wired remote controls Supply, Installation, testing and commissioning of Touch Screen Centralized Controller for controlling all the indoor units with a facility to control all the parameters of the VRF system. Installation, testing and commissioning of variable refrigerant volume type air-conditioning system complete with indoor and outdoor units with individual controller and with refrigerant piping, control cabling as per detail given in specifications and having following items: <u>Refrigerant Pipe:</u> Supply, installation, testing & commissioning of interconnecting refrigerant copper pipe work for liquid and gas line with (19 mm / 13 mm thick) nitral rubber insulation between each set of indoor & outdoor unit as per specifications, all piping inside the room shall be properly supported on M.S. tray hanger as per specification and drawings as required. 34.90 mm O.D.(insulation : 19 mm) (Wall Thickness 1.2mm) 31.80 mm O.D.(insulation : 19 mm) (Wall Thickness 1.1mm) 28.58 mm O.D.(insulation : 19 mm) (Wall Thickness 1.0mm) 25.40 mm O.D.(insulation : 19 mm) (Wall Thickness 1.0mm) 22.20 mm O.D.(insulation : 19 mm) (Wall Thickness 1.0mm) 19.05 mm O.D.(insulation : 13 mm) (Wall Thickness 1.0mm) 15.88 mm O.D.(insulation : 13 mm) (Wall Thickness 1.0mm) 12.70 mm O.D.(insulation : 13 mm) (Wall Thickness 0.8mm) 09.52 mm O.D.(insulation : 13 mm) (Wall Thickness 0.8mm) Drain Piping Supply & installation of CPVC piping complete with fittings, supports and duly insulated with 9 mm thick closed cell O-class nitral rubber insulation. (25 mm/50mm dia)	**LG. BLUE STAR, HITACHI**

ANNEXURE - VII

HVAC SYSTEM (DUCTING TYPE & CASSETTE TYPE)		
SN	TENDER SPECIFICATION	Quoted Make / Model
	Control & Transmission Wiring Providing & fixing control cum transmission wiring of 2 core X 1.5 sqmm shielded copper cable in suitable conduits between indoor and outdoor unit and between corded remote and indoor unit. Canvas Connection Supply, installation, testing & commissioning of flexible connection between duct & M/c. GI Ducting Supply & fabrication of 24G (Tata) GI sheet rectangular duct complete with MS angle support. Thermal Insulation Supply and fixing of thermal insulation on supply air duct with 13 mm thick closed cell O-Class nitrile insulation. Acoustic Insulation Supply and fixing of duct acoustic insulation with 25 mm thick glass-wool with AL perforated sheet for duct plenum. Grill/Diffuser Supply, installation,testing & commissioning of extruded aluminium powder coated grill/diffuser Supply air Grll/Diffuser with damper Return air Grill/diffuser without damper Refrigerant Gas Supply of R-410A Refrigerant gas Supply and fixing of C-Beam MS stands with rubber pads for mounting of outdoor air-conditioning unit including lifting, shifting of the units	
	Cassette AC System Variable Refrigerant Volume / Flow System (VRF/VRF) Variable Refrigerant Flow /Volume System (VRF/VRV) with All-Inverterdriven Compressor, modular type air-conditioning system forcooling applications, complete with indoor and outdoor units,wired remote controller, interconnected refrigerant piping and control cabling, Y-joints, refrigerant gas charging, MS frame work for mounting of outdoor units with rubber pads as required including pressure testing & flushing of pipeline system with nitrogen, etc. as per given details with specifications as follows: 415V-3 Ph- 50Hz Top Discharge Modular type Cooling Next generation Variable Refrigerant Flow system, each Outdoor unit comprises of All 100% Inverter driven double scroll Compressors, air cooled condenser with protective coated fins heat exchanger corrosion free factory coated propeller type fan with motor, Outdoor mustbe capable of working within wide range of voltage fluctuation from 320 v to 460v auto addressing setting refrigerant cooled PCB, electronic expansion valve Outdoor mounting frame, microprocessor panel, subcooler, accumulator, isolating valve, VRF system shall be suitable for working on 54 degree centigrade the unit shall be suitable for operation with 410 refrigerant.	

ANNEXURE - VII

HVAC SYSTEM (DUCTING TYPE & CASSETTE TYPE)		
SN	**TENDER SPECIFICATION**	**Quoted Make / Model**
2	Modular type low noise outdoor condensing units, comprising of low pressure shell type inverter driven highly efficient Scroll Compressor, blue fin treated condenser coil for corrosion resistant, BLDC fan motor, high ESP and low noise aerodynamic condenser fan, efficient COP, protection devices for inverter circuit (compressor / fan) and fan motor, capable to operate at a temperature range of 10 to 52°C ambient conditions and power source of 3 Phase, 380-400-415V, 50Hz with other accessories as required for smooth operation of the system. Outdoor Unit: 20 HP Indoor Units: 1-way cassettetype unit with grill of following capacities. The unit is having inbuilt drain pump. Capacity 2.0 TR Supply, Installation, testing and commissioning of Refnet Joints (Y-joint) Supply, Installation, testing and commissioning of Wired remote controls Supply, Installation, testing and commissioning of Touch Screen Centralized Controller for controlling all the indoor units with a facility to control all the parameters of the VRF system Installation, testing and commissioning of variable refrigerant volume type air-conditioning system complete with indoor and outdoor units with individual controller and with refrigerant piping, control cabling as per detail given in specifications and having following items: Refrigerant Pipe: Supply, installation, testing & commissioning of interconnecting refrigerant copper pipe work for liquid and gas line with (19 mm / 13 mm thick) nitral rubber insulation between each set of indoor & outdoor unit as per specifications, all piping inside the room shall be properly supported on M.S. tray hanger as per specification and drawings as required. 34.90 mm O.D.(insulation : 19 mm) (Wall Thickness 1.2mm) 31.80 mm O.D.(insulation : 19 mm) (Wall Thickness 1.1mm) 28.58 mm O.D.(insulation : 19 mm) (Wall Thickness 1.0mm) 25.40 mm O.D.(insulation : 19 mm) (Wall Thickness 1.0mm) 22.20 mm O.D.(insulation : 19 mm) (Wall Thickness 1.0mm)	**LG. BLUE STAR, HITACHI**

ANNEXURE - VII

HVAC SYSTEM (DUCTING TYPE & CASSETTE TYPE)		
SN	TENDER SPECIFICATION	Quoted Make / Model
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PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

<table>
<tr><td rowspan="5">To
M/s OIL INDIA LIMITED
GM (C&P)
Contracts & Purchase Department
Oil India Ltd.,
Rajasthan Field
Jodhpur-342005
Rajasthan, India</td><td>Insurance Surety Bond (ISB) No.</td><td></td></tr>
<tr><td>Date of ISB</td><td></td></tr>
<tr><td>ISB Valid up to (Expiry date)</td><td></td></tr>
<tr><td>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</td><td></td></tr>
<tr><td>Stamp Sl. No./e-Stamp Certificate No.</td><td></td></tr>
</table>

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, Jodhpur, Rajasthan, 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 “Forwarding Letter” 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-Q

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

(To be stamped in accordance with the Stamp Act)

<table>
<tr><td rowspan="5">To
M/s OIL INDIA LIMITED,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India</td><td>Insurance Surety Bond (ISB) No.</td><td></td></tr>
<tr><td>Date of ISB</td><td></td></tr>
<tr><td>ISB Valid up to (Expiry date)</td><td></td></tr>
<tr><td>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</td><td></td></tr>
<tr><td>Stamp Sl. No./e-Stamp Certificate No.</td><td></td></tr>
</table>

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 "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.